

<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: <u>Memphis Housing Authority</u> PHA Code: <u>TN001</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>July 1, 2010</u>												
<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>2,940</b> Number of HCV units: <b>Regular 5,966, Mainstream 29, DHAP 150, VASH 125</b>												
<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.)												
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program <table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	PH	HCV						
PH	HCV												
<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>To drive community revitalization through a seamless system of supportive services, affordable housing and new business development.</b>												

**Goals and Objectives.****The Memphis Housing Authority's planned goals and objectives are as follows:**

**Goal:** Expand the supply of assisted housing.

**Objectives:** Review NOFA's for opportunities for additional rental vouchers, reduce public housing vacancies, leverage private or other public funds including low income tax credits and tax exempt bonds, City of Memphis funds and conventional debt to opportunities, including new Senior Housing and Multi-Family Housing and acquire or build units or developments and deconcentrate poverty by providing public housing units as part of mixed-income communities.

**Progress Statement :** The Memphis Housing Authority has expanded it's portfolio over the past years through Hope VI and Tax Credit developments. This past fiscal year, properties such as University Place Senior and University Place Terrace have been built and leased to assist in expanding the need for assisted housing in Memphis.

**Goal:** Improve the quality of assisted housing.

**Objectives:** Improve public housing management: PHAS score 82; improve voucher management: SEMAP score 86, increase customer satisfaction, concentrate on efforts to improve specific management functions, renovate or modernize public housing units, demolish or dispose of obsolete public housing, provide replacement public housing through new mixed finance/mixed income developments and acquisitions and provide replacement vouchers.

**Progress Statement:** The Memphis Housing Authority has improved the quality of assisted housing this past year through Hope VI Redevelopment. This past fiscal year properties such as University Place Senior and University Place Terrace has been built and leased to assist in improving the quality of assisted housing in Memphis.

**Goal:** Increase assisted housing choices.

**Objectives:** Provide voucher mobility counseling, conduct outreach efforts to potential voucher landlords, implement voucher homeownership program; implement public housing or other homeownership programs, implement public housing site-based waiting lists and convert public housing to vouchers.

**Progress Statement:** Every participant received voucher mobility information during the annual briefing session. The Memphis Housing Authority provided a minimum of 20 Owner Workshops designed to familiarize landlords with the program. Voucher Payment Standards were unable to be increased due to limited HAP funding and market conditions.

**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) and deconcentrate poverty by providing public housing units as part of mixed-income communities.

**Progress Statement:** The Memphis Housing Authority has improved it's living environments for all properties by focusing more on curb appeal in addition to interior unit repairs. More landscaping improvements have been added to exterior site needs throughout all developments in Memphis.

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

**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, plan and implement a coordinated case management system that links all households in public housing appropriate services, employment and training opportunities, for the following HOPE VI Mixed Income properties: Latham Terrace, Magnolia Terrace, Fowler Multi-Family (G.E. Patterson Pointe), Askew Place, College Park, Uptown Square, Greenlaw Place Apartments, Metropolitan Apartments, Uptown Scattered Sites, University Place and Legends Park as new units come on line.

**Progress Statement:** The Family Self-Sufficiency program for public housing has an enrollment of 50 residents. The program beginning slot was 99; however the graduation of participants meeting their goals and cashing out their escrow funds has been 54. With this graduation of the participants, the slot level has decreased to a mandatory level of 45. The Family Self-Sufficiency Program has had two major events this past year and 30% of the program's enrolled participants are accruing escrows. More than 60% of the current participants have escrow balances and in 2008 \$30,737.55 were dispersed. The Housing Choice Voucher Homeownership Program (Sec. 8) has 36 current participants. During the past fiscal year, 81 participants have graduated from the program leaving 18 mandatory slots. The Housing Choice Voucher Homeownership Program (SHAPE) has 174 participants of which 157 are in credit counseling. The goal of homeownership was 7 and there have been 8 Shape and one Family Self-Sufficiency participant to become homeowners. There have been rapid increases of home purchases in 2007 from 31 to 43 in 2008. The total home purchases amount to \$836,804.00.

**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, family status and disability. Undertake affirmative measures to provide a suitable living environment for families living affirmative 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.

**Progress Statement:** The Memphis Housing Authority provides annual fair housing and reasonable accommodations training for its employees. In addition, Memphis Housing Authority works closely with its local legal service units to ensure it is adequately following all fair housing laws and regulations.

(a) **HOPE VI Changes from 2009 to 2010 (Plans):**

- 1) The inclusion of an Agency Lease-Purchase Program
- 2) Submission of an Acquisition and Public Housing Conversion Plan for Uptown (6 homeownership units to public housing units)
- 3) Development/amendment of an Elderly Designation Plan for : Legends Park and Triangle Noir (Cleaborn Homes)
- 4) Amend approved disposition plan for University Place to include remaining land for the development of future phases (disposition of Land formerly designated for development of the University Place Homeownership Program).
- 5) Submission of a HOPE VI Application for Foote Homes

**Mixed-Finance Changes from 2009 to 2010 (Memphis Land Bank):**

- 1) Lyons Ridge – Elderly Designation Plan

(b) The Plan and attachments are available for review at the Central Office located at 700 Adams Avenue, Memphis Tennessee 38105. The Plan will also be available for review at each Memphis Housing Authority site.

(1) **PHA PLAN ELEMENTS**

The Memphis Housing Authority is requiring each resident in a Mixed Finance and/or HOPE VI Development units built or acquired after June 30, 2010 to execute a "Working Family Preference Addendum" to the Resident Lease. The Working Family Preference is included in the Plan as **Attachment J**.

**Public Housing Program**

**Eligibility:** The Memphis Housing Authority will conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will consider the level of vacancy in the Memphis Housing Authority units, any disparity in incomes between developments, availability of units through turnover, and waiting list characteristics. The Memphis Housing Authority will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply.

**Selection:** The Memphis Housing Authority shall not discriminate because of race, color, national origin, sex, religion, familial status, or Disability in the advertising, leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or Projects under The Memphis Housing Authority's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. The Memphis Housing Authority shall not, on account of race, color, national origin, sex, religion, familial status, or disability treat any family or person in the manner described below:

- (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs.
- (b) Provide anyone housing that is different from that provided others.
- (c) Subject anyone to segregation or disparate treatment.
- (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program.
- (e) Treat anyone differently in determining eligibility or other requirements for admission.
- (f) Deny anyone access to the same level of services; or
- (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

**Admissions:** It is The Memphis Housing Authority's policy to admit **only** qualified applicants.

An applicant is qualified if he or she meets all of the following criteria:

- (a) Is a family as defined in Section XII of this policy?;
- (b) Meets the HUD requirements on citizenship or immigration status; [24 CFR Part 5, Subpart E]
- (c) Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed income limits (maximum incomes by family size established by HUD) posted in MHA offices.
- (d) Provides documentation of Social Security numbers for all family members, age 6 or older, or certifies that they do not have Social Security numbers; [24 CFR § 5.216] and
- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. of these policies, including attending and successfully completing a The Memphis Housing Authority-approved pre-occupancy orientation session.

**Waiting List Management**

1. It is the policy of MHA to administer its waiting list as required by the regulations at **24 CFR § 960.206**.
2. Opening and Closing Waiting Lists
  - (a) MHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. MHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below.
  - (b) For any unit size or type, if the MHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, MHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit.
  - (c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of MHA to house an applicant in an appropriate
  - (d) During the period when the waiting list is closed, MHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

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See Attachment A “Admission and Continued Occupancy Policies” (ACOP) for more detailed instructions on Eligibility, Selections and Admission requirements.

**Housing Choice Voucher Program (HCV)**

**Eligibility:** Applicant must provide social security number or certify to not having a social security number, meet the very low income limits requirements, verify eligible citizenship or immigration status, meet criminal background check requirements (all household members 17 years of age or older), must not have been evicted from federally assisted housing for methamphetamine production and must not be a registered sex offender.

**Selection-** Applicants are placed on the waiting list and selected in sequential, numeric order. MHA utilizes a Public Housing Resident preference for residents who are required to relocate as a result of special conditions as identified in the Administrative Plan.

The Housing Authority plans to convert a portion of its tenant based vouchers to project based vouchers. This will allow for the creation or production of new housing and rehabilitation of affordable housing units. It will also provide long term housing options for more difficult to house populations such as the homeless, disable and elderly who have difficulty finding units with their mobile vouchers in the fluctuation housing markets. A section will be added to the Housing Choice Voucher Administrative Plan to provide for Project Based Vouchers.

**See Attachment M ‘Housing Choice Voucher Admin Plan’ for more detailed information on Eligibility, Selection, and Admission requirements.**

**(2) FINANCIAL RESOURCES**

Below is a list of the anticipated financial resources for the Memphis Housing Authority.

<b>Sources</b>	<b>Projected \$\$</b>
<b>1. Federal Grants</b>	
a) Public Housing Operating Fund	\$7,400,000
b) Public Housing Capital Fund Program	9,969,438
c) Housing Choice Voucher Program	40,895,244
d) ROSS Grant Program	250,000
e) FSS Grant	68,000
f) Service Coordinator Grant Program (3 year)	720,000
g) HOME (McKinley Park)	1,523,653
<b>2. Public Housing Dwelling Rental Income</b>	3,000,000
<b>3. Other income (list below)</b>	
Non-Dwelling Rental	200,000
<b>4. Non-federal sources (list below)</b>	
Capital Improvement Funds (City of Memphis CIP)	2,300,000
Housing & Community Development Grants	475,000
Delta Area on Aging (Homemaker Program)	45,000
<b>Total Financial Resources</b>	<b>\$66,846,335</b>

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**(3) RENT DETERMINATION**

The Memphis Housing Authority rent charge for Public Housing Residents is income based in accordance with 24 CFR Section 5.628. The total tenant payment is the highest of 30% of adjusted monthly income or 10 % of monthly income, but never less than the minimum rent of \$50.00. However, the resident does have the option at initial certification and recertification to request Flat Rent, which is based on the actual fair market value of the unit.

**(4) OPERATIONS AND MANAGEMENT**

Attachment C, Executive Organization Chart, illustrates the management structure of the Memphis Housing Authority.

The Memphis Housing Authority administers Public Housing, Housing Choice Voucher, VASH, Tenant Protection, and DHAP IKE programs. Public Housing will have 2,776 units available to serve families at the beginning of FY 2010 with an expected turnover of 175 units. The Housing Choice Voucher Program will have an allocation of 5,966 vouchers at the beginning of FY 2010 with an expected turnover of 660. The VASH program will have an allocation of 105 vouchers. (See Section 2.0)

The rules, standards and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the Memphis Housing Authority can be found in Supporting Document 6 the **Asset Management Policies and Procedures Manual and the Memphis Housing Authority Manual of Operations.**

The rules, standards and polices of the PHA governing Housing Choice management can be found in Attachment M the **Housing Choice Voucher Program Administrative Plan and Supporting Document 6 the Memphis Housing Authority Manual of Operations.**

**(5) GRIEVANCE PROCEDURES**

**Public Housing Program**

The Memphis Housing Authority Grievance procedure guarantees resident entitlement in accordance with 24 CFR 966. The Memphis Housing Authority Grievance Procedure provides for an informal and formal disposition of resident complaints or grievances. The process has the following elements:

1. Provides for Informal Disposition of Grievance with Development Manager
2. Provides for Formal Disposition of Grievance with Hearing Panel.
3. Establishes timeline for dispositions of formal and informal complaints.
4. Formal Hearing Request must be in writing.
5. Resident Association must be consulted before Hearing Panel members are appointed.
6. Hearing Panel members must be impartial and appointed by The Memphis Housing Authority.
7. Opportunity to examine and/or copy relevant documents.
8. Resident has the right to be represented by counsel.
9. Resident has the right to a private hearing unless Resident requests a public hearing.
10. Residents have the right to present evidence, arguments, and cross-examination to support their case.
11. Decision must be written.
12. Decision must include reasons for decision.
13. Decision must be sent to Resident within ten (10) working days.
14. Resident still has the right to a trial or a judicial review.
15. Reasonable Accommodation request, if applicable, must be considered during the hearing and in the decision

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**Housing Choice Voucher Program**

The Memphis Housing Authority provides an informal review to HCV participants, conducted by designated staff other than staff that made or approved the decision. The HCV participant must submit a request in writing within 10 days from the date of the initial notice of determination. Informal reviews are not granted for the number of bedrooms entered on the voucher, a determination that a unit is not in compliance with HQS, a decision not to approve a request for the extension of the term of the voucher or general policy issues or class grievance.

**(6) DESIGNATED HOUSING FOR ELDERLY AND DISABLED FAMILIES**

***Previously Designated Elderly/Disabled Housing (Approved by HUD 1/20/06) as listed below: Total 311 designated***

- |                     |           |                      |  |
|---------------------|-----------|----------------------|--|
| a) College Park     | TN001-043 | 80 units             | Elderly/Elderly Disabled only 62 years old and above |
| b) University Place | TN001-057 | 82 PH 36 LIHTC units | Elderly/Elderly disabled only 62 years old and above |
| c) Magnolia Terrace | TN001-056 | 69 PH units          | Elderly/Elderly disabled only 62 years old and above |
| d) Latham Terrace   | TN001-054 | 80 PH units          | Elderly/Elderly disabled only 62 years old and above |

***Proposed Designation Plan (Planned submission by 12/1/10) (Up to 300 new units to be constructed/designated)***

- |                  |           |                 |  |
|------------------|-----------|-----------------|--|
| e) Legends Park  | TN001-065 | up to 100 units | Elderly/Elderly disabled only 62 years old and above |
| f) Triangle Noir | TN – TBD  | up to 100 units | Elderly/Elderly disabled only 62 years old and above |
| g) Lyons Ridge   | TN – TBD  | up to 100 units | Elderly/Elderly disabled only 62 years old and above |
| h) Graves Manor  | TN – TBD  | up to 100 units | Elderly/Elderly disabled only 62 years old and above |

***Proposed Designation Plan (Planned submission by 12/1/10) (additional 406 existing units to be designated)***

- |                     |         |           |  |
|---------------------|---------|-----------|--|
| i) Jefferson Square | TN1-018 | 208 units | Elderly/Elderly disabled only 62 years old and above |
|---------------------|---------|-----------|--|

**(7) COMMUNITY SERVICE AND SELF-SUFFICIENCY**

The Memphis Housing Authority coordinates and promotes any programs that enhance the economic and social self-sufficiency of all residents. Services and programs that operate in each of the Memphis Housing Authority four high-rises; Jefferson Square, Barry Towers, Borda Towers, and Venson Center are as follows:

- MIFA (Metropolitan Interfaith Association) provides hot home delivered meals to the frail elderly meeting the program guideline five days a week. An estimated 30 hot meals are delivered.
- The Aging Commission of the Mid South continues it's partnership with the housing authority by funding this program and services. With the support and services from the program the frail elderly are able to remain in their homes longer. The homemaker residents are able to work in the high-rise where they live. They perform light housekeeping chores based on their needs. The homemakers see up to 10 participants per week.
- Family Home Health facilitates clinics in two of the high-rises, Jefferson Square and Borda Towers which are staffed with a nurse and medical assistant. The clinics are open five days a week from 9:00 a.m. to 5:00 p.m. They conduct blood pressure checks, weight management and nutrition and monitor medications. The clinics serve approximately 25-50.
- The RISE Foundation (Responsibility, Initiative, Solutions and Empowerment) provides Programs and services to all the residents.
- RISE also has a SAVE-UP program which allows residents to establish a relationship with a bank and open IDA'S (Individual Development Accounts). The SAVE-UP initiative provides \$2.00 in local funding for every \$1.00 saved after attending the six weeks financial education classes. The participation in this program has significantly increased from 60 participants to an estimate of 100. The participant can use these funds to purchase a home, buy a car or computer.
- The Goal Card Attendance and Achievement Program is housed in College Park and Foote Homes. All school age children are eligible to participate by signing up. After each six-week the student presents their report card to the program manager and points are calculated based on improvement. The incentives include some of the following school supplies, tickets to cultural, sport events, school uniforms, toys, games and other items. Each program estimates serving at least 300 youth.
- The Boys Scouts of America coordinate a Boy Scout program in Montgomery Plaza; where the troop meets weekly on Saturdays. The boys participate in many activities; scout camp, and other scouting events. There have been approximately 40 young men in the scouting program.

There is also an Executive Director's Scholarship program open to all public housing seniors who have received acceptance into an institution of higher education and training. The recipients is required to complete an application, provide references and complete an essay on why they require assistance with their tuition, transportation, books, etc. The student can request additional assistance based on their grades. To date approximately 6 public housing youth have received assistance.

Resident Employment and Training Center is a partner with the Memphis Job Career Centers. The center assists with résumé writing, obtaining a GED, and maintains list of job postings and training. All Section 3 Job openings are posted in the center and as applicants complete applications a request is sent to the Human Resources Department to facilitate a back-ground check. There has been some hiring of public housing residents in this initiative.

Urban Strategies Memphis HOPE, Inc. provides case management to former Dixie Homes (Legends Park) and University Place (Lamar Terrace) Hope VI residents by assisting them to meet the challenges they encounter with employment, training, education, health, childcare, etc. The case manager's focus is to provide needed support for their return to the site or to maintain their present housing. Memphis HOPE also provides case management support services to residents in Cleborn Homes, Foote Homes, Montgomery Plaza and Askew Place with two HUD funded ROSS Grants.

The Memphis Housing Authority offers Tenant Wise Training and Orientation to every resident approved for housing. The training covers Fair Housing Rights, Manager relationships, Community Care, Good Housekeeping, Pest Control, Outdoors Activities, Safe Neighbors, Child Safety, Fire Prevention, Risk Management, Zero Tolerance, Resident Values, Resident Association Meetings and Community Resources. Every applicant will attend scheduled classes prior to being accepted into housing.

Community Service is a HUD mandate that applies to residents 18 and above that they are to perform 8 hours of community services a month. There are exemptions which apply to the elderly and disabled, TANF recipients or someone who takes care of an elderly individual. The community service hours are tracked through the Recertification process and monitored by the managers monthly. The agency provides residents lists of partnering agencies.

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The Family Self-Sufficiency Program distributes flyers on a routine basis to all the public housing developments. The information is provided to the case managers, managers and Leasing & Occupancy staff. Meetings are held twice a year and the Coordinators promote the program on the resident's rent statements. This program is designed to help families overcome barriers that hinder self sufficiency. The FSS Program allows for an escrow account to be established based on the Participant's portion of rent. Success comes as the income increases, an escrow begins to accumulate. Upon completion of the FSS contract the participant is eligible to receive the escrow savings provided they have not been on any federally assistance program for one year. The FSS Program has been able to report homeownership, graduations from schools and participants who have become self-sufficient. Public housing is required to have 65 participants in the program.

**(8) PHA SAFETY AND CRIME PRECAUTION MEASURES**

The Memphis Housing Authority has identified the need for measures to ensure the safety of public housing residents due to:

- ❖ High volume of violent and /or drug related crime in Memphis Housing Authority properties.
- ❖ Residents are fearful for their safety and/or the safety of their dependents.
- ❖ Incidents of "lower-level" crime, vandalism and/or graffiti have increased.
- ❖ Individuals on the waiting list are unwilling to move into certain properties due to perceived and/or actual levels of violent and/or drug-related crime.

The Memphis Housing Authority is taking the following actions to improve safety of residents:

- ❖ Knock and Talk Saturations;
- ❖ Responding to property manager complaints;
- ❖ Monitor and track crime statistics for the crimes committed "in and around" public housing;
- ❖ Expedite the removal of graffiti and remove evidence of vandalism;
- ❖ Respond to residents, employee and external law enforcement agency reports of actual or suspected crime; and
- ❖ Actively participate in "Drug presentations" at churches and schools.

The Memphis Housing Authority continues the following prevention activities:

- ❖ Communicate with outside and/or resident organizations to increase awareness of crime and/or drug activities in the community.
- ❖ Monitor and tack compliance with Crime Prevention methodologies through Environmental Design.
- ❖ Promote property activities that target youth, adults and /or seniors.
- ❖ Promote and effect "Knock and Talk" Saturations.
- ❖ Participate in joint Memphis Police Department/ Memphis Housing Authority patrols.
- ❖ Recently added high rise security patrols on a trial basis.
- ❖ Implemented 24-hour high rise contract security presence for the first seven days of each month.
- ❖ Continue enforcing Authorization of Agency procedures and arrest repeat offenders.
- ❖ Assist with evicting residents that cause or commit disturbances and crimes on the properties and/or create unsafe conditions for their neighbors.
- ❖ Routinely review surveillance cameras – reviewing high rise suspected criminal activities.

Coordination between PHA and local police:

- ❖ Coordinate with Memphis Police Department in development, implementation and/or ongoing evaluation of drug-elimination plan activities.
- ❖ Receive and review Memphis Police Department- provided crime data in or near The Memphis Housing Authority Public Housing and Housing Choice Voucher Program properties.
- ❖ Worked with Memphis Police Department to establish physical presence on housing authority property (community police office, officer patrol) at College Park.
- ❖ Participate with Legal staff and regularly testify in and otherwise support eviction cases working with the Shelby County Sheriff's Department.

National Crime Information Center (NCIC):

- ❖ Coordinate with Tennessee Bureau of Investigation (TBI) to track and monitor Public Housing and Housing Choice Voucher applicants, residents and participants.
- ❖ Complete timely Criminal History investigations for Public Housing and the Housing Choice Voucher Program residents and participants

**(9) PETS**

The purpose of the Pet Policy of Memphis Housing Authority is to ensure that those residents who desire pets are responsible pet owners and that those residents who do not desire pets are not inconvenienced by pets on the premises. In addition, it is intended to ensure that pets on premises are cared for properly. Further goals of this policy are to ensure a decent, safe, and sanitary living environment for existing and prospective tenants and to protect and preserve the physical condition of the premises and financial interest of the Authority. Pets may not leave the owner's apartment except where noted. Pets will not be allowed to roam either in the Authority's building or on the grounds. The pet policy does not apply to pets or animals that assist, support, or provide service to persons with disabilities or animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities. The pet policy provides for a security deposit equal to the amount of three hundred (\$300.00) dollars for a dog, cat, or other domesticated animals approved by the Executive Director or his designee. The deposit amount for the birdcage or fish tank is fifty (\$50.00) dollars (limit of two (2) twenty (20) gallon tanks). No security deposit will be required for pets or animals that assist, support or provide service to persons with disabilities. The pet policy provides for registration of all pets and during registration a picture of the pet will be taken and a permit will be provided. All pet permits are valid for a maximum of one (1) year only. The permit must be renewed at Annual Recertification. Failure to renew the pet permit at Annual Recertification will result in the automatic revocation of the pet permit. A pet may be removed from the premises pursuant to state or local laws, ordinance or regulations, or pursuant to the Authority's grievance hearing procedure. The Authority reserves the right to choose the most expeditious remedy process of procedure available according to the circumstances or urgency of the case. This pet policy is incorporated by reference into the lease of each Authority tenant. The tenant agrees to the policy as evidenced by his/her signature on the Schedule A form. In the event an applicant for a pet permit is denied, the tenant may request an informal grievance hearing.

**(11) FISCAL YEAR AUDIT**

See supporting document 13 for the most recent audit report.

**(12) ASSET MANAGMENT**

The Memphis Housing Authority has developed a strategic plan for its portfolio of properties and is in the process of changing from an operationally oriented agency to one that is asset management based. In addition to the physical aspects of the plan, The Memphis Housing Authority is changing its management structure to more align itself with an asset management structure.

**College Park**

The Memphis Housing Authority has completed 411 units in 5 phases under the LeMoyné Gardens Grant. All development activity was completed in 2005. The grant is closed out.

**Uptown Project**

As of October 2007, the MHA has developed 886 units in 11 phases under the Uptown (Hurt Village Grant). The grant closeout packet has been submitted to HUD and is pending final review and closeout. Plans are underway for development for the Uptown Commercial Center.

**University Place (Formerly Lamar Terrace)**

All HOPE VI funds were expended as of September 25, 2009. A total of 404 units were developed in 3 phases. Grant closeout in progress.

**Legends Park (Formerly Dixie Homes)**

134 units in the first phase (Legends Park East) were completed and initial lease up was initiated in December 2009. Legends Park West planning is underway. McKinley Park off-site homeownership will start construction in the Spring of 2010.

**Cleaborn Homes**

A HOPE VI Grant was submitted for Cleaborn Homes in November 2009. It is proposed that 400 units of rental housing will be developed as a part of the Triangle Noir Project. Demolition and disposition applications must be submitted. This project is contingent upon award of the 2009 HOPE VI Grant. Project activities include resident relocation in 2010; demolition; submission of a LIHTC Application and related development activities.

**Footcote Homes**

This project is scheduled for a later development component of the Triangle Noir Project. A HOPE VI Application is planned for redevelopment of this site as well.

**Acquisitions**

The Memphis Housing Authority is evaluating various apartment complexes in the Memphis area for acquisition to replace demolished and/or disposed of units providing an influx of newly developed or recently remodeled housing stock. It is anticipated that part of the funds available for these purchases as well as planned revitalization programs will come from Replacement Housing funds; application for THDA low income housing tax credits and the proceeds of City of Memphis general obligation bonds and other federal entitlement grants.

The Memphis Housing Authority has submitted an acquisition plan to purchase six (6) newly constructed single family homes in the Uptown area and convert them to public housing rental units. The six homes are located at 689 N. Fifth; 716 N. Fifth; 674 Bethel Avenue; 641 Keel Avenue and 623 McDavitt Street. (HUD approved the Acquisition Plan on March 4, 2010. On March 10, 2010, MHA closed on four of the six homes and anticipate the future closing in April 2010).

**(13) VIOLENCE AGAINST WOMEN ACT (VAWA)**

The Memphis Housing Authority does not provide special activities, services or other programs associated with VAWA; however, accommodations are made in regular program administration in policies and practices to victims who have submitted verification of their VAWA status in accordance with HUD regulation.



7.0	<p><b>HOPE VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b></p> <p><b>(a) HOPE VI Development</b>  <b>(1) The PHA will submit a HOPE VI Implementation Grant for 2010 for the Foote Homes development. (The MHA submitted a HOPE VI Application for the Cleaborn Homes Property in November 2009. Cleaborn Homes is the first phase of a planned two development revitalization project).</b></p> <p><b>(b) Demolition and/or Disposition – A Demolition application is planned for Cleaborn Homes (pending award of the HOPE VI grant).</b></p> <p>The MHA received approval on October 2, 2009 for disposition of a 2.2 acre portion of the Legends Park site for development of a family 24 suite lodging facility (FedEx Family House). Additional amendments of the approved Legends Park (Dixie Homes) application will be submitted in the 2010 Plan Year (planned submission of July 2010) as appropriate for the development of the proposed Legends Park West (up to 122 family rental units) and/later development of a 100 unit senior facility for seniors 62 and above;</p> <p><b><u>Cleaborn Homes Demolition and Disposition</u></b> – Pending notification of an award of the November 17, 2009 HOPE VI Application, the MHA will submit demolition and disposition applications for development of the Triangle Noir HOPE VI project. Planned date by 9/1/10</p> <p><b><u>Graves Manor Disposition</u></b> – The MHA will submit in this plan year, a disposition application for development of the Graves manor site as part of its mixed-finance activities. Planned date by 12/1/10.</p> <p><b><u>University Place Disposition</u></b> – The Memphis Housing Authority will prepare all necessary amendments to the currently approved disposition application for the University Place Project in the 2010 Plan Year for future development phase as additional financing is confirmed.</p> <p><b><u>Submitted Application-Uptown Commercial Center</u></b> (Disposition of a 1.75 acre tract for development of a Walgreens Pharmacy and McDonald’s restaurant, .047 acre for Suntrust Bank Branch, and the balance of the former Hurt Village site, approximately 1.03 acres will be part of a later development phase(s) for construction of additional market rate housing (9 of 22 planned homes) and other complementary commercial/rental businesses) In addition to requesting HUD approval to dispose of this property (submitted in October 2008), the MHA also requested HUD approval to use a portion of the proceeds for purchase of additional land to develop a grocery store; purchase Right-of-Way from the State of Tennessee, support of development/purchase of additional affordable housing; and/or support of a Community and Supportive Services Program.</p> <p><b>(c) Conversion</b> – The Memphis Housing Authority submitted an Acquisition and Conversion Plan (10/12/09) for the Uptown Project to acquire 6 unsold properties built as part of Uptown Homeownership Program to convert these properties into replacement public housing units. (Pending HUD approval).</p> <p><b>(d) Homeownership Program</b>  The goals of the McKinley Park (Legends Park HOPE VI Grant) Homeownership Program is developed in accordance with Section 24/9 (New Construction).</p> <p>The MHA submitted an Acquisition and Conversion Plan (10/12/09) for the Uptown Project to acquire 6 unsold properties built as part of Uptown Homeownership Program to convert these properties into replacement public housing units. (Pending HUD approval).</p> <p><b>Homeownership (Lease-Purchase Program)</b> – The Memphis Housing Authority has received HUD approval and closed in November 2008, the Legends Park (McKinley Park) Homeownership component. Construction will start in the first quarter 2010 for the model homes and as homes are purchased, construction will initiate on the balance of the 30 homes. The MHA has put on hold its plan to develop the 68 homes planned for the University Place HOPE VI site. (See Section 6.0 for a statement regarding disposition of land formerly designated for development of the University Place Homeownership Program)</p> <p><b><u>Housing Choice Voucher Homeownership Program</u></b>  The MHA is providing homeownership opportunities through the Housing Choice Voucher Program Rental Assistance Vouchers. Vouchers may be used to assist a family in purchasing an existing single-family home or a home under construction. The SHAPE program is available to help participating families transition into homeowners. Qualified individuals can purchase a home and receive a mortgage subsidy for up to 15 years on a 30year mortgage.</p> <p><b>(e) Project-based Vouchers</b> – The MHA and its development partners propose to develop a senior only facility of up to 100 units (50% project based vouchers/50% public housing). Designating 50% of the senior housing units for occupancy by HCV holders is a proposed financing strategy proposed for the senior development as part of the proposed Triangle Noir HOPE VI Project. This activity is consistent with the MHA and the City’s goal to increase affordable (senior) housing for low/mod income households. (Project based vouchers are also being considered for development of the Legends Park North Senior component – up to 100 units/50% site based vouchers).</p>
8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p><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.</p> <p><b>SEE ATTACHMENT D OF THE PHA PLAN</b></p>

8.2	<p><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.</p> <p><b>SEE ATTACHMENT E OF THE PHA PLAN</b></p>																																																																																								
8.3	<p><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.</p>																																																																																								
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>The Memphis Housing Authority makes a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families. These families must 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 Housing Choice Voucher tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</b></p> <p><b>The housing needs for the Greater Memphis Area as listed in the chart below covers the low, very low and extremely low area medium incomes for this jurisdiction. Based on the AMI for these income brackets, there remains a need for housing throughout the area. The continued reduction in funding from HUD continues to force PHA's to change their market strategies and target families with incomes which was not always the practice because the housing program has always been viewed as the housing of last resort but with the reduction in funding and the requirements to compete financially with the private markets, PHA's have to adjust to regulatory requirements in an effort to continue to provide the best possible service to the residents of this jurisdiction. The agency is continuing to meet the growing senior population by offering "senior only" developments to its portfolio.</b></p> <table border="1" data-bbox="219 850 1396 1239"> <thead> <tr> <th colspan="8">Housing Needs of Families in the Jurisdiction by Family Type</th> </tr> <tr> <th>Family Type</th> <th>Overall</th> <th>Afford-ability</th> <th>Supply</th> <th>Quality</th> <th>Access-ibility</th> <th>Size</th> <th>Loca-tion</th> </tr> </thead> <tbody> <tr> <td>Income &lt;= 30% of AMI</td> <td>43,683</td> <td>5</td> <td>5</td> <td>5</td> <td>4</td> <td>4</td> <td>3</td> </tr> <tr> <td>Income &gt;30% but &lt;=50% of AMI</td> <td>74,162</td> <td>5</td> <td>5</td> <td>5</td> <td>4</td> <td>4</td> <td>3</td> </tr> <tr> <td>Income &gt;50% but &lt;80% of AMI</td> <td>46,405</td> <td>4</td> <td>5</td> <td>3</td> <td>3</td> <td>3</td> <td>4</td> </tr> <tr> <td>Elderly</td> <td>47,111</td> <td>3</td> <td>4</td> <td>3</td> <td>3</td> <td>2</td> <td>3</td> </tr> <tr> <td>Families with Disabilities</td> <td>41,603</td> <td>5</td> <td>5</td> <td>3</td> <td>3</td> <td>2</td> <td>2</td> </tr> <tr> <td>Caucasian</td> <td>41,763</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> </tr> <tr> <td>African American</td> <td>88,824</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> </tr> <tr> <td>Hispanic</td> <td>3,116</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> </tr> <tr> <td>Asian</td> <td>3,273</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> <td>2</td> </tr> </tbody> </table>	Housing Needs of Families in the Jurisdiction by Family Type								Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion	Income <= 30% of AMI	43,683	5	5	5	4	4	3	Income >30% but <=50% of AMI	74,162	5	5	5	4	4	3	Income >50% but <80% of AMI	46,405	4	5	3	3	3	4	Elderly	47,111	3	4	3	3	2	3	Families with Disabilities	41,603	5	5	3	3	2	2	Caucasian	41,763	2	2	2	2	2	2	African American	88,824	2	2	2	2	2	2	Hispanic	3,116	2	2	2	2	2	2	Asian	3,273	2	2	2	2	2	2
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9.0  
cont

**Housing Needs of Families on the Waiting List**

Waiting list type: (select one)

- Section 8 tenant-based assistance
  - Public Housing
  - Combined Section 8 and Public Housing
  - Public Housing Site-Based or sub-jurisdictional waiting list (optional)
- If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	5041		
Extremely low income <=30% AMI	3579	71.00%	
Very low income (>30% but <=50% AMI)	857	17.00%	
Low income (>50% but <80% AMI)	605	12.00%	
Families with children	3478	69.00%	
Elderly families	302	6.00%	
Families with Disabilities	1261	25.00%	
White	50	0.99%	
African -American	4987	99.00%	
Asian	4	0.01%	
Hispanic	0	0.00%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1009	20.00%	
2 BR	2017	40.00%	
3 BR	1562	31.00%	
4 BR	403	8.00%	
5 BR	45	0.99%	
5+ BR	5	0.01%	

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

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 23 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

9.0  
cont

**Housing Needs of Families on the Waiting List**

Housing Needs of Families on the Waiting List  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

- Section 8 tenant-based assistance
- Public Housing (HOPE VI site – Magnolia Terrace)
- Combined Section 8 and Public Housing
- Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	31		
Extremely low income <=30% AMI	25	81.00%	
Very low income (>30% but <=50% AMI)	6	19.00%	
Low income (>50% but <80% AMI)	0	0.00%	
Families with children	0	0.00%	
Elderly families	31	100.00%	
Families with Disabilities	0	0.00%	
White	0	0.00%	
African -American	31	100.00%	
Asian	0	0.00%	
Hispanic	0	0.00%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	31	100.00%	
2 BR	0	0.00%	
3 BR	0	0.00%	
4 BR	0	0.00%	
5 BR	0	0.00%	
5+ BR	0	0.00%	

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

9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

- Section 8 tenant-based assistance  
 Public Housing (Mixed Finance site – Crockett Place)  
 Combined Section 8 and Public Housing  
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	248		
Extremely low income <=30% AMI	85	34.00%	
Very low income (>30% but <=50% AMI)	69	28.00%	
Low income (>50% but <80% AMI)	94	38.00%	
Families with children	216	87.00%	
Elderly families	10	4.00%	
Families with Disabilities	22	9.00%	
White	0	0.00%	
African -American	248	100.00%	
Asian	0	0.00%	
Hispanic	0	0.00%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	0	0.00%	
2 BR	47	19.00%	
3 BR	119	48.00%	
4 BR	82	33.00%	
5 BR	0	0.00%	
5+ BR	0	0.00%	

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

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 23 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

9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

- Section 8 tenant-based assistance  
 Public Housing (HOPE VI site – Uptown (Greenlaw, Scattered Sites, Uptown Square, Metropolitan)  
 Combined Section 8 and Public Housing  
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	5176		
Extremely low income <=30% AMI	3995	77.00%	
Very low income (>30% but <=50% AMI)	859	17.00%	
Low income (>50% but <80% AMI)	322	6.00%	
Families with children	4658	90.00%	
Elderly families	208	4.00%	
Families with Disabilities	310	6.00%	
White	20	0.01%	
African -American	5155	99.98%	
Asian	1	<0.01%	
Hispanic	0	0.00%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1139	22.00%	
2 BR	2117	41.00%	
3 BR	1671	32.00%	
4 BR	222	4.00%	
5 BR	27	1.00%	
5+ BR	0	0.00%	

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

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 4 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

9.0  
cont

**Housing Needs of Families on the Waiting List  
HOPE VI/MIXED-FINANCE SITES**

Waiting list type: (select one)

- Section 8 tenant-based assistance
- Public Housing (HOPE VI site – Legends Park)
- Combined Section 8 and Public Housing
- Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	325		
Extremely low income <=30% AMI	123	38.00%	
Very low income (>30% but <=50% AMI)	130	40.00%	
Low income (>50% but <80% AMI)	72	22.00%	
Families with children	187	58.00%	
Elderly families	35	11.00%	
Families with Disabilities	103	32.00%	
White	13	4.00%	
African -American	312	96.00%	
Asian	0	0.00%	
Hispanic	0	0.00%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	0	0.00%	
2 BR	258	80.00%	
3 BR	56	17.00%	
4 BR	7	2.00%	
5 BR	4	1.00%	
5+ BR			

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

9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)  
 Section 8 tenant-based assistance  
 Public Housing (Mixed Finance site – Harold Ford Sr. Villas)  
 Combined Section 8 and Public Housing  
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)  
 If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	384		3 units for 2009
Extremely low income <=30% AMI	305	79.00%	
Very low income (>30% but <=50% AMI)	68	18.00%	
Low income (>50% but <80% AMI)	11	3.00%	
Families with children	345	90.00%	
Elderly families	19	5.00%	
Families with Disabilities	20	5.00%	
White	2	0.70%	
African -American	381	99.00%	
Asian	1	0.30%	
Hispanic	0	0.00%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	109	28.00%	
2 BR	166	43.00%	
3 BR	91	24.00%	
4 BR	18	5.00%	
5 BR	0	0.00%	
5+ BR	0	0.00%	

Is the waiting list closed (select one)?  No  Yes  
 If yes:  
**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 26MONTHS**  
 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



9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

- Section 8 tenant-based assistance
- Public Housing (Mixed Finance – Latham Terrace)
- Combined Section 8 and Public Housing
- Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	11		
Extremely low income <=30% AMI	11	100.00%	
Very low income (>30% but <=50% AMI)	0	0.00%	
Low income (>50% but <80% AMI)	0	0.00%	
Families with children	0	0.00%	
Elderly families	11	100.00%	
Families with Disabilities	0	0.00%	
White	0	0.00%	
African -American	11	100.00%	
Asian	0	0.00%	
Hispanic	0	0.00%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	10	91.00%	
2 BR	1	9.00%	
3 BR	0	0.00%	
4 BR	0	0.00%	
5 BR	0	0.00%	
5+ BR	0	0.00%	

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

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 5 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

9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)  
 Section 8 tenant-based assistance  
 Public Housing (Mixed Finance site - Austin Park Place)  
 Combined Section 8 and Public Housing  
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)  
 If used, identify which development/sub jurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	344		
Extremely low income <=30% AMI	332	97.00%	
Very low income (>30% but <=50% AMI)	8	2.00%	
Low income (>50% but <80% AMI)	4	1.00%	
Families with children	287	83.00%	
Elderly families	12	3.00%	
Families with Disabilities	45	13.00%	
White	0	0.00%	
African -American	343	99.71%	
Asian	0	0.00%	
Hispanic	1	0.29%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	12	4.00%	Do n ot offer 1 bdrm
2 BR	185	54.00%	
3 BR	124	36.00%	
4 BR	18	5.00%	
5 BR	5	1.00%	
5+ BR	0	0.00%	

Is the waiting list closed (select one)?  No  Yes  
 If yes:  
**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 7 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

9.0  
cont

**Housing Needs of Families on the Waiting List**  
HOPE VI/MIXED-FINANCE SITES

Waiting list type: (select one)

Section 8 tenant-based assistance

Public Housing (Hope VI site- College Park Senior, Family I, Family II)

Combined Section 8 and Public Housing

Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/sub jurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	1219		
Extremely low income <=30% AMI	728	60.00%	
Very low income (>30% but <=50% AMI)	304	25.00%	
Low income (>50% but <80% AMI)	187	15.00%	
Families with children	1147	94.00%	
Elderly families	54	5.00%	
Families with Disabilities	18	1.00%	
White	0	0.00%	
African -American	1219	100.00%	
Asian	0	0.00%	
Hispanic	0	0.00%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	273	22.00%	
2 BR	585	48.00%	
3 BR	237	20.00%	
4 BR	124	10.00%	
5 BR	0	0.00%	
5+ BR	0	0.00%	

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

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 9 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

9.0	<b>Housing Needs of Families on the Waiting List</b> Housing Choice Voucher Program			
	Waiting list type: (select one) <input checked="" type="checkbox"/> Section 8 tenant-based assistance <input type="checkbox"/> Public Housing (Hope VI site- College Park Senior, Family I, Family II) <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/sub jurisdiction:			
		# of families	% of total families	Annual Turnover
	Waiting list total	4629		
	Extremely low income <=30% AMI	973	21.00%	
	Very low income (>30% but <=50% AMI)	307	7.00%	
	Low income (>50% but <80% AMI)	214	5.00%	
	Zero Income Reported	3135	68.00%	
	Families with children	1059	23.00%	
	Elderly families	42	1.00%	
	Families with Disabilities	141	3.00%	
	Other Families	3387	73.00%	
	White	11	<1.00%	
	African -American	1549	33.00%	
	Asian	1	<1.00%	
	Hispanic	48	1.00%	
	Other	3020	65.00%	
	Characteristics by Bedroom Size (Public Housing Only)			
	1BR	N/A	N/A	
	2 BR	N/A	N/A	
	3 BR	N/A	N/A	
	4 BR	N/A	N/A	
	5 BR	N/A	N/A	
	5+ BR	N/A	N/A	
	Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes: <b>HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 2 YEARS</b> Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
9.1	<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>Memphis Housing Authority's strategic plan will incorporate the following strategies to address the housing needs within the jurisdiction:</b> <b>1. Reduce the number of public housing vacancies. 2. Leverage private and other public funds including low income tax credits and tax exempt bonds to create new senior and multi-family housing. 3. Acquire as well as build new developments for senior and multi-family housing. 4. Apply for additional rental vouchers.</b>			
10.0	<b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.  <b>(a) Progress in Meeting Mission and Goals.</b> Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5- Year Plan. <b>The Memphis Housing Authority has implemented a new I.T. system (Visual Homes) to improve the efficiency and productivity of the agency.</b> <b>The Memphis Housing Authority is currently working to obtain more viable tenants.</b>  <b>(b) Significant Amendment and Substantial Deviation/Modification.</b> Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" <b>The Memphis Housing Authority's definitions of "significant amendment" and "substantial deviation/modification" are as follows:</b> <b>1. Changes to rent or admissions policies or organization of the waiting list</b> <b>2. Additions of non-emergency work items (items not included in the current annual Statement or Five-Year Action Plan)</b> <b>3. Any change with regard to demolition or disposition, designation and homeownership.</b>			

11.0	<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. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p><b>ATTACHMENTS:</b></p> <ul style="list-style-type: none"> <li>(A) Public Housing Admissions &amp; Continued Occupancy Policy (ACOP)</li> <li>(B) Admission Policy &amp; Deconcentration</li> <li>(C) PHA Management Organization Chart</li> <li>(D) CFP and RHF Annual Statements</li> <li>(E) Capital Fund Program 5 Year Action Plan</li> <li>(F) Pet Policy</li> <li>(G) Community Service Policy</li> <li>(H) Section 8 Statement of Homeownership</li> <li>(I) PHA Resident Commissioner/Board of Commissioner</li> <li>(J) Working Family Preference Addendum</li> <li>(K) Minutes from Public Hearing (March 25, 2010)</li> <li>(L) Housing Choice Voucher Administrative Plan</li> <li>(M) Public Housing Lease Agreement</li> <li>(N) Public Housing Resident Grievance Procedures</li> </ul> <p>Supporting Document 1: Certification of Compliance with the PHA Plans and Related Regulation  Supporting Document 2: State/Local Government Certification of Consistency with the Consolidated Plan  Supporting Document 3: Fair Housing Documentation  Supporting Document 4: Consolidated Plan  Supporting Document 5: Public housing management and maintenance policy  Supporting Document 6: Any cooperative agreement between the PHA and the TANF agency  Supporting Document 7: FSS Action Plan/s for public housing and/or Section 8  Supporting Document 8: Certification of Payments to Influence Federal Transaction  Supporting Document 9: Certification for Drug Free Workplace  Supporting Document 10: Disclosure of Lobbying Activities  Supporting Document 11: Recent Fiscal Year Audit  Supporting Document 12: Civil Rights Certification</p>
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# **Admissions and Continued Occupancy Policy Governing HUD-Aided Public Housing (ACOP)**

**Operated by:  
Memphis Housing Authority**

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# Admissions and Continued Occupancy Policy Governing HUD-Aided Public Housing Operated by the Memphis Housing Authority

## I. Nondiscrimination

### A. Compliance with Civil Rights Laws

1. It is the policy of the Memphis Housing Authority (MHA) to comply with all laws relating to Civil Rights, including but not limited to:

- Title VI of the Civil Rights Act of [1964 \(42 U.S.C 2000d – 2000d-4, implementing regulations at 24 CFR Part 1\)](#)
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), (See [42 USC 3601-19, implementing regulations at 24 CFR Part 100](#))
- Executive Order 11063, [as amended by Executive Order 12259 \(See 24 CFR part 107\)](#); Section 504 of the Rehabilitation Act of 1973, (See [29 USC 794, implementing regulations at 24 CFR Part 8](#))
- the Age Discrimination Act of 1975, (See [42 USC 6101 – 6107, implementing regulations at 24 CFR Part 146](#))
- Title II of the Americans with Disabilities Act ([42 USC 12101 et seq.](#)) (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), (Title II deals with common areas and public space, not living units.)
- any applicable State laws or local ordinances, and
- any federal, state, or local legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.
- The Calvert Consent Order, dated December 23<sup>rd</sup>, 1996

2. MHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the advertising, leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under MHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. (24 CFR § 100.5)

3. MHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability treat any family or person in the manner described below:

- (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (b) Provide anyone housing that is different from that provided others<sup>1</sup>;
- (c) Subject anyone to segregation or disparate treatment;
- (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;

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<sup>1</sup> MHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it allows persons with disabilities to participate in the public housing program.

- (e) Treat anyone differently in determining eligibility or other requirements for admission<sup>2</sup>;
- (f) Deny anyone access to the same level of services<sup>3</sup>; or
- (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. MHA shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine.

5. MHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, MHA will make structural modifications to its housing and non-housing facilities (24 CFR §§ 8.21, 8.23, 8.24, and 8.25) and make reasonable accommodations in its procedures or practices (24 CFR § 100.204) to permit people with disabilities to take full advantage of the MHA's housing program and non-housing programs.

- (a) In making reasonable accommodations or structural modifications to **existing housing programs** (See 24 CFR § 8.24) or in **carrying out Other Alterations** [See 24 CFR § 8.23(b)] for otherwise qualified persons with disabilities, MHA is **not** required to:
  - (i) Make each of its existing facilities accessible [24 CFR § 8.24 (a) (1)] ; or make structural alterations when other methods can be demonstrated to achieve the same effect; [24 CFR § 8.24 (b)]
  - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)]
  - (iii) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
  - (iv) Take any action that would result in a fundamental alteration in the nature of the program; [24 CFR § 8.24 (a) (2)] or
  - (v) Take any action that would result in an undue financial and administrative burden on the Authority. [24 CFR § 8.24 (a) (2)]
- (b) When the MHA is making **substantial alterations** (defined in 24 CFR § 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility MHA is not required to:
  - (i) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
  - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)] or

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<sup>2</sup> Except that MHA is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect MHA's screening or eligibility standards, but it might require MHA to revise its procedures or practices in carrying out those standards.

<sup>3</sup> This requirement applies to services provided by MHA and services provided by others with MHA's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

(iii) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [24 CFR § 8.32 (c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)]

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

6. MHA will not permit these policies to be subverted to do personal or political favors. MHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

7. Childhood lead poisoning is one of the most common pediatric health problems in the United States and it is preventable. MHA desires to focus on lead poisoning before it occurs. All potential residents, prior to being assigned a unit, shall have their children under seven years of age tested for the levels of lead in their blood. Potential residents may be tested or have their children tested by the Memphis-Shelby County Health Department or their health care provider. The potential residents will be responsible for having the test completed. Potential residents must execute a medical record release form and have a copy of all results forwarded to the MHA prior to being assigned a unit. If a potential resident fails to have their children under seven years of age tested, or fails to have the results forwarded to MHA within ten days of the notice of an available unit, the potential resident's name will go to the bottom of the housing waiting list.

## **B. Accessibility and Plain Language**

1. Facilities and programs used by residents must be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some<sup>4</sup> must be made so, subject to the undue financial and administrative burden test. (24 CFR § 8.20 and 8.21)

2. Documents to be used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments (24 CFR § 8.6). Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed<sup>5</sup>.

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but MHA will present examples to help applicants and residents understand the issues involved. In writing materials for applicants and residents, MHA staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability

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<sup>4</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

<sup>5</sup> 24 CFR § [5.502](#) requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once. (24 CFR § 8.6)

4. At the point of initial contact with all applicants, MHA staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking. (24 CFR § 8.6)

5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. MHA is not required to pay the costs associated with having a foreign language interpreter (as they are for sign language interpreters for the hearing impaired [24 CFR § 8.6] because the Fair Housing law makes no such requirement).

6. At a minimum, MHA will prepare the following information in plain-language accessible formats:

- Marketing, promotional and informational materials
- Information about the application process
- How rents and utility allowances are determined
- The application form and required certifications
- All form letters and notices to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

## **II. Eligibility for Admission and Processing of Applications**

### **A. Affirmative Marketing**

1. MHA will conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will consider the level of vacancy in the MHA's units, any disparity in incomes between developments, availability of units through turnover, and waiting list characteristics. MHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply (**Affirmative Marketing Requirement**).

2. Marketing and informational materials will be subject to the following:

- (a) Marketing materials will comply with Fair Housing Act requirements (where applicable) on wording, logo, size of type, etc.;
- (b) Marketing will describe the housing units, application process, and waiting list and preference structure accurately;
- (c) Marketing will use clear and easy to understand terms and will use more than strictly English-language print media;
- (d) Agencies that serve and advocate for potentially qualified applicants least likely applying (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;
- (e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- (f) MHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

### **B. Qualification for Admission**

1. It is MHA's policy to admit **only** qualified applicants<sup>6</sup>.

2. An applicant is qualified if he or she meets all of the following criteria:

- (a) Is a family as defined in Section XII of this policy?;
- (b) Meets the HUD requirements on citizenship or immigration status; [24 CFR [Part 5, Subpart E](#)]
- (c) Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in MHA offices.
- (d) Provides documentation of Social Security numbers for all family members, age 6 or older, or certifies that they do not have Social Security numbers; [24 CFR § 5.216] and

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<sup>6</sup> The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** Definition of qualified individual with handicaps. Eligibility is a term having specific meaning under the Housing Act of 1937. In order to be eligible, a family must meet four tests: (1) they must meet HA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, age 6 or older, must have a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per **24 CFR [Part 5, Subpart E](#)**.

- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. of these policies, including attending and successfully completing a MHA-approved pre-occupancy orientation session;

### **C. Waiting List Management**

1. It is the policy of MHA to administer its waiting list as required by the regulations at **24 CFR § 960.206**.
2. Opening and Closing Waiting Lists
  - (a) MHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. MHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below.
  - (b) For any unit size or type, if the MHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, MHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit.
  - (c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of MHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.
  - (d) During the period when the waiting list is closed, MHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.
3. Determining if the Waiting List may be Closed

MHA will use its **Procedure on Opening and Closing the Waiting List**<sup>7</sup> to determine whether the waiting list(s) may be closed.

#### 4. Updating the Waiting List

- (a) Beginning in April of 2000 MHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing<sup>8</sup>.

If, after two attempts in writing<sup>9</sup>, no response is received, MHA will withdraw the names of applicants from the waiting list.

At the time of initial intake, MHA will advise families of their responsibility to notify the MHA when their circumstances, mailing address or phone numbers change.
- (b) MHA will not remove an applicant's name from the waiting list except in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.

#### 5. Change in Preference Status While on the Waiting List

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<sup>7</sup> This policy refers to written procedures that cover, in this case, the closing of the waiting list. References to other administrative procedures are made periodically in the text of this policy. These procedures are separate documents that describe the work steps necessary to implement the policy choices made in this document. The procedures are for use by staff and may be modified or amended as needed without Board approval.

<sup>8</sup> Or by the method designated at initial application by applicants with disabilities.

<sup>9</sup> Both the first and second written communication will be sent by first class mail.



- (a) Families on the waiting list who did not qualify for a local or ranking preference when they applied may experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact MHA so that their status may be recertified or, depending on application processing status, reverified. Applicants whose preference status changes while they are on the waiting list will retain their original date and time of application.
- (b) To the extent that MHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

#### **D. Processing Applications for Admission**

1. MHA will accept and process applications in accordance with applicable HUD Regulations and MHA's **Procedure on Taking Applications and Initial Processing**. MHA will work on the assumption that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

#### 2. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and requested to come to the MHA Administration Building for an interview to complete their applicant files. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

- (a) The following items will be verified according to MHA's **Procedure on Verification**, to determine qualification for admission to MHA's housing:
  - (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly)
  - (ii) Annual Income
  - (iii) Assets and Asset Income
  - (iv) Deductions from Income
  - (v) Preferences
  - (vi) Social Security Numbers of all Family Members Age 6+
  - (vii) Information Used in Applicant Screening
  - (viii) Citizenship or eligible immigration status
- (b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. If third party written verifications are not available, MHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by MHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.
- (c) Verification of eligible immigration status shall be carried out pursuant to **24 CFR § [Part 5, Subpart E](#)**. Citizens are permitted to certify to their status.

3. Applicants reporting zero income will be asked to complete a family expense form. This form will be the first completed in the interview process. The form will ask applicants to document how much they spend on:

food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. It will also ask applicants about the status of any application or benefits through TANF or other similar programs. (If a “zero income” family is admitted, redeterminations of income will be performed every 90 days. See Section 3. C, Periodic Reexaminations, of this policy.)

4. MHA’s records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; The applicant’s race and ethnicity; the determination by MHA as to eligibility or ineligibility of the applicant; when eligible, the unit size(s) for which eligible; the preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected. [24 CFR § 85.42]

## **E. The Preference System**

1. **It is MHA’s policy that a preference does not guarantee admission.** Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet MHA’s Resident Selection Criteria (described later in this policy) before being offered a unit.

### **2. Factors other than preferences that affect the selection of applicants from the waiting list.**

Before applying its preference system, MHA will first match the characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission of families to those households whose characteristics “match” the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Factors other than the preference system that affect applicant selection for unit offers are described below:

- (a) When selecting a family for a unit with **accessible features**, MHA will give a preference to families that include persons with disabilities who can benefit from the unit’s features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with accessible features, MHA will house a family not needing the unit features, subject to the requirement in the Tenant Selection and Assignment Plan, under which a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

- (b) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, MHA will give a priority to elderly, disabled or near elderly families as described later in this section.
- (c) When selecting a family for a unit in a mixed population development (a property that houses both elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well), MHA will give a priority to elderly families and disabled families as described later in this section.
- (d) When selecting a single person at a Mixed Population development, elderly or disabled persons have priority over singles that are not elderly or disabled regardless of preferences. Single applicants who are not elderly or disabled can only be admitted after

all elderly or disabled families have been offered units. [24 CFR § 960.407] Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

### 3. **Local Preference: Non-Revitalized Developments**

There is one local preference in effect based on ranges of income applicable to all developments except those constructed on the former site of Lemoyne Gardens, and other revitalized developments or newly acquired developments. Under the MHA-wide system, applicants will be grouped as follows:

- **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year); and

At least 40% of all applicants admitted in any year must be applicants from Tier I. This is a requirement of the Quality Housing and Work Responsibility Act of 1998.

### 4. **Local Preference: Revitalized Developments**

There is a different local preference based on ranges of income applicable to the revitalized developments constructed on the former Lemoyne Gardens site as follows or any other revitalized or newly acquired developments:

#### **Elderly Buildings**

- **Tier I:** Elderly and near elderly families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Elderly and near elderly families with incomes between 31% and 60% of area median income (the target for this group is 60% of all admissions in any year).

#### **Family Buildings**

- **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Families with incomes between 31% and 60% of area median income (the target for this group is 10% of all admissions in any year); and
- **Tier III:** Families with incomes between 61% and 80% of area median income (the target for this group is 50% of all admissions in any year).

### 5. **Ranking Preference**

There are two possible ranking preferences in effect: first is the **Displacement Preference**, and second is the **Upward Mobility Preference** (as defined in Section XII). **MHA's Procedure on Unit Offers and Applicant Placement** will be used to order the Waiting List and make unit offers.

Families that qualify for neither the Natural Disaster/Governmental Displacement nor the Upward Mobility preferences will be categorized as No-preference families.

### 6. **Preference for Returnees: Revitalized Developments**

In addition to these ranking preferences, there shall be a preference in effect, at revitalized developments only, for former residents who had previously indicated that they wished to return. To qualify for this

preference a family would have to: a) indicate at the time they make their Permanent Housing Choice that they wish to return; b) accept temporary relocation as assigned by MHA until the revitalized units are ready for return; c) be a tenant in good standing at the housing assigned for temporary relocation when the revitalized units are ready for re-occupancy and d) pass the screening requirements approved in the Management Plan.

## **7. Mixed Population Buildings Local Preference**

In addition to the Income Tier preference, which applies to all MHA's developments, MHA elects to retain the former Federally mandated priority for single persons who are either elderly, persons with disabilities, or persons displaced by governmental action over all other single persons when filling vacancies in its Mixed Population buildings.

## **8. Method of Applying Preferences**

To ensure that MHA admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, MHA will rank applicants within both income tiers as Displacement, Upward Mobility or no-preference. Four out of every ten applicants admitted in any fiscal year will be from Tier I. If there are insufficient applications among the Tier I Displacement preference holders, Tier I Upward Mobility preference holders will be selected. If there are insufficient Upward Mobility preference holders, staff will make offers to the No-preference applicants in Tier I. Within each of the ranking preference categories, offers will be made by oldest application. [See 24 CFR § [960.208\(e\)\(1\)\(i\)](#)] The remaining six out of every ten applicants admitted, will be from Tier II, subject to the same ranking preferences sorted by application date and time.

Former residents returning to revitalized developments will not count against the income tier targets. Rather, these families will be treated as transferees, even if their temporary relocation has been through the Section 8 program.

- (a) MHA will house applicants from Tiers I and II on the waiting list by selecting first from the Displacement applicants, then from Upward Mobility applicants within each Tier, and then, if the Upward Mobility applications are exhausted, by selecting from the No-preference applicants within each Tier.
- (b) MHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP). Transfers do not count toward the 40% Tier I requirement.
- (c) MHA will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

## **9. Definition of Displacement and Upward Mobility Preference**

MHA defines Displacement to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, displaced, through no fault of their own by governmental action, or displaced by domestic violence.

MHA defines Upward Mobility to include all applicants with adult members who can document that they are employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families, as defined in Section XII. Additionally, persons who cannot work because of age or disability qualify for this ranking preference. [\[24 CFR § 960.206\(b\)\(2\).\]](#)

Although the ranking preferences have several subcategories, the subcategories will not be combined or aggregated in any way. Applicants will be considered for admission based on any one of the subcategories in which they qualify. Thus, an applicant whose family includes two members with Upward Mobility preferences does not rank any higher than a family that has only one member qualifying for the Upward Mobility preference.

#### 10. Withholding Preferences

As required by law, MHA will withhold a preference from an applicant if any member of the applicant family is a person evicted from housing assisted under the 1937 Housing Act during the past three years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or MHA staff. MHA may grant admissions preference in any of the following cases:

- (a) If MHA determines that the evicted person has successfully completed a rehabilitation program approved by MHA;
- (b) If MHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- (c) If MHA determines that the evicted person no longer participates in any drug-related or criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff of MHA.

#### 11. Designated Housing

The preference system described above will work in combination with requirements to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations, if any. When such matching is required or permitted by current law, MHA will give preference to the families described below. The ability to provide preferences for some family types will depend on unit size available.

- (a) **Projects designated for the elderly:**<sup>10</sup> Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan. [\[24 CFR Part 945\]](#).  
When there are insufficient elderly families on the waiting list, near-elderly families (head or spouse ages 50 to 61) will receive a priority for this type of unit.
- (b) **Projects designated for disabled families:**<sup>11</sup> Disabled families will receive a priority for admission to units or buildings that are covered by a HUD-approved Designation Plan. [\[24 CFR part 945\]](#)
- (c) **Mixed population Projects**<sup>12</sup>: Elderly families, disabled families and families displaced by governmental action will receive equal priority for admission to such units.

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<sup>10</sup> This reference is to buildings or portions of buildings designated for the elderly by following HUD's requirements. Designation of housing for the elderly requires the preparation of a designated housing plan. The plan must be presented to HUD for review and approval.

<sup>11</sup> Buildings, floors and units can also be designated for disabled families, also by following the HUD requirements. This entails preparing a designated housing plan noting which buildings (if any) will be set aside for disabled families. HUD approval is required for the plan.

<sup>12</sup> A mixed population project is a property (or portion of a property) that was: reserved for elderly and disabled families at its inception and has retained that character; or the MHA obtained HUD approval to retain the property for elderly and disabled families. These projects were formerly known as elderly projects.

All elderly, disabled or displaced applicants who are single persons shall be admitted before single persons who are not elderly, disabled nor displaced.

- (d) **General Occupancy Projects:** The priority for elderly and disabled families and displaced persons over single persons does not apply at General Occupancy Properties.

## 12. Administration of the Preferences

- (a) Depending on the time an applicant may have to remain on the waiting list, MHA will either verify preferences at the time of application (when there is no waiting list or the waiting list is very short) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verification of preferences is one of the earliest steps in processing waiting list families for admission. Preference verifications shall be no more than 120 days old at the time of certification.
- (b) At the time of pre-application, MHA will use a pre-application to obtain the family's certification that it qualifies for a preference. Between pre-application and the application interview, the family will be advised to notify MHA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will lose their preference status and their standing on the waiting list.

Families that cannot qualify for any of the preferences will be moved into the No-preference category, and to a lower position on the waiting list based on date and time of application.

- (e) Families that claim a preference at pre-application, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

## 13. Notice and Opportunity for a Meeting [24 CFR § 960.208(a) ]

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

- (a) MHA will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with MHA's designee to review the determination.
- (b) If the applicant requests the meeting, MHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the MHA. A written summary of this meeting shall be made and retained in the applicant's file.
- (c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the MHA's decision to deny the preference.

## F. Applicant Selection Criteria

1. It is MHA's policy that all applicants shall be screened in accordance with HUD's regulations (24 CFR § 960) and sound management practices. During screening, MHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- (a) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- (b) to care for and avoid damaging the unit and common areas;
- (c) to use facilities and equipment in a reasonable way;
- (d) to create no health, or safety hazards, and to report maintenance needs;
- (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity; and
- (g) to comply with necessary and reasonable rules and program requirements of HUD and the MHA.

2. How MHA will check ability to comply with essential lease requirements:

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with MHA's **Procedure on Applicant Screening**. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the MHA.
- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
  - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; [24 CFR § [960.203\(c\)](#)]
  - (ii) Adversely affect the physical environment or financial stability of the project; [24 CFR § [960.203\(c\)\(1\)](#)]
  - (iii) Violate the terms and conditions of the lease; [See 24 CFR § 8.3 Definition: **Qualified individual with handicaps**]
  - (iv) Require services from MHA staff that would alter the fundamental nature of MHA's program. [See 24 CFR § 8.3 Definition: **Qualified individual with handicaps**]
- (c) MHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. [24 CFR § [960.259\(c\)](#)]
- (d) MHA will complete a credit check and a rental history check on all applicants. In carrying out the credit check MHA will pay particular attention to the applicant's history of rental payment as opposed to payment history generally.



- (e) Payment of funds owed to MHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant for unpaid balances owed MHA by the applicant for any program that MHA operates. MHA expects these balances to be paid in full (either in a lump sum or over time) before initiating the full screening process. MHA will not admit families who owe back balances. [See 24 CFR § [960.203\(c\)\(1\)](#)]
- (f) MHA will complete a criminal background check for a period of three years preceding consideration for admission on all applicants family member 17 years of age or older or any member for whom criminal records are available. MHA will deny admission to any applicant households with one or more members who, within the five years preceding consideration for admission, has been evicted from federally assisted housing for drug-related criminal activity. [24 CFR [§§ 960.203 – 960.205](#)]

**MHA also may deny admission at any time under the following circumstances:**

1. Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
2. Any household member has been convicted of other drug-related or violent criminal activity within the past three years.
3. Any household member is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household member is known to have lived.
4. MHA has reasonable cause to believe that a household member's use of illegal drugs or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
5. MHA has reasonable cause to believe that a household member has engaged, within the past two years, in any other criminal activity that may threaten the health or safety of the other residents, property management staff or MHA employees or their contractors and agents.

**MHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related**



**sentence, including applicable parole or probation period, three years prior to admission.**

**In determining whether to deny or terminate assistance, MHA may take such action if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.**

**Extenuating circumstances, such as current or past participation in a rehab program, will be considered before final withdrawal of the applicant. If MHA uses a criminal record report as the basis to deny assistance, MHA will provide the applicant with a copy of the criminal record, if requested, and give the family an opportunity to dispute the record.**

- (g) MHA will complete a home visit on all applicants.<sup>13</sup> Housekeeping inspections will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. MHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.
  - (i) Housekeeping criteria shall include, but not be limited to:
    - Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
    - Cleanliness in each room; and
    - General care of appliances, fixtures, windows, doors and cabinets.
  - (ii) Other MHA lease compliance criteria will also be checked, such as:
    - Evidence of destruction of property;
    - Unauthorized occupants;
    - Evidence of criminal activity; and
    - Conditions inconsistent with application information.
  - (iii) All applicants shall have at least two days' advance written notice of Home Visits.
  - (iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.
- (h) All applicants are required to attend and complete MHA's Pre-Occupancy Orientation.
- (i) MHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of:

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<sup>13</sup> If MHA is unable to perform home visits on all applicants, MHA may elect to perform home visits only on applicants who have passed the criminal background check or on applicants whose landlord references are marginal. MHA will not make home visits to housing units where the applicant has no control over the quality of the housing, such as to persons living in homeless shelters.

- The applicant's past performance in meeting financial obligations, especially rent and utility bills. [24 CFR § [960.203\(c\)\(1\)](#)]
  - A record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. [24 CFR § [960.203\(c\)](#)]
  - Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. [24 CFR § [960.204](#) & the Anti-Drug Act of 1988]
  - A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
  - An applicant's ability and willingness to comply with the terms of MHA's lease. [24 CFR § [8.3](#) Definition: Qualified Individual with Handicaps]
- (j) An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- (k) Applicants must be able to demonstrate the ability and willingness to comply with the terms of MHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission.<sup>14</sup> [24 CFR § 8.2 Definitions: Qualified Individual with Handicaps] Availability of assistance is subject to verification by MHA.
- (l) Compliance with prior Community Service requirement for former resident of Memphis Housing Authority is part of the screening evaluation. Completion of outstanding Community service hours is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant who did not complete their required Community Service hours for any program that MHA operates. MHA expects prior Community Service hours owed to be completed before initiating the full screening process. MHA will not admit families who have not completed their community service hours unless they are currently exempt due to age, disability, or employment exemption.

### 3. Screening applicants who claim mitigating circumstances

- (a) If negative information is received about an applicant, MHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. [24 CFR § [960.203\(d\)](#)] To be factored into MHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

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<sup>14</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for MHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

- (b) Mitigating circumstances<sup>15</sup> are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (c) If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, MHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. MHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (d) Examples of mitigating circumstances might include:
  - (i) Evidence of successful rehabilitation;
  - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
  - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. MHA will consider such circumstances in light of:
  - (i) the applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;
  - (ii) the applicant's overall performance with respect to all the screening requirements; and
  - (iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

#### 4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the applicant as a family; [24 CFR § 5.403]
  - (ii) Eligibility of the applicant with respect to income limits for admission; [24 CFR § [5.601 et seq.](#)]
  - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; [24 CFR § [5.500 et seq.](#)]
  - (iv) Unit size required for and selected by the family;
  - (v) Preference category (if any) to which the family is entitled; [24 CFR [Part 960](#)] and
  - (vi) Qualification of the applicant with respect to the Applicant Selection Criteria. [24 CFR [Part 960](#)]

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<sup>15</sup> The discussion of mitigating circumstance in this paragraph is applicable to all applicants. MHA is required by regulation to consider mitigating circumstance, see 24 CFR § [960.203](#)(d).

- (b) Families determined to be qualified will be notified by MHA of the approximate date of occupancy insofar as that date can be reasonably determined. [24 CFR § 960.208(b)] However, the date stated by MHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors MHA does not control, such as turnover rates, and market demands as they affect bedroom sizes and project location.
- (c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from MHA, stating the basis for such determination. MHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [24 CFR § 960.208(a)]
- (d) Applicants known to have a disability that are determined eligible but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

**G. Occupancy Guidelines**

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them both from excessive wear and tear and underutilization. It is also fully compliant with HUD rules related to Occupancy Standards.

**Minimum and Maximum-Number-of-Persons-Per Unit Standard**

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u> <u>(Largest Unit Size)</u>	<u>Max Persons/Unit</u> <u>(Smallest Unit Size)</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- (c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.

- (d) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In determining unit size, MHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- (e) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- (f) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
- (g) Efficiency apartments will be occupied first by persons who prefer efficiencies to 1 BR units. Once applicants who prefer efficiencies have been housed, single individuals applying to Mixed Population buildings who wish to live in 1 Bedroom units (rather than efficiencies) will participate in a lottery to determine whether they will be offered a 1 BR or an efficiency.

2. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The MHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.

3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the applicant family must choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the family's decision could include cultural standards, length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.

The family (not the MHA) decides which size of unit they wish to be listed for (corresponding to the smallest, largest or a unit in between, for which they qualify).

5. When a family is actually offered a unit, if they no longer qualify for the unit size corresponding to the waiting sublist, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

6. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

7. **IMPORTANT:** The unit size standards shall be discussed with each applicant family that qualifies for more than one unit size. Families will also be informed about the status and movement of the various waiting lists and sublists maintained by MHA. Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change. The MHA shall change the family's sublist at any time while the family is on the waiting list at the family's request.

### **III. Tenant Selection and Assignment Plan**

#### **A. Organization of the Waiting List**

##### **1. Community-wide Waiting List**

It is MHA's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- type and size of unit needed and selected by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- applicant preference or priority, if any; and
- date and time the application is received.

MHA will maintain its waiting list in the form of a sequential list that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head. This sequential list will then be broken down by unit size and type and applicant preference status and date and time of application.

MHA will be using Site-based Waiting Lists for its revitalized developments and the application for such lists shall be a part of the MHA's Annual Plan. All current applicants for the developments selected for Site-based Waiting Lists will be given an opportunity to list up to three developments where they would accept a unit offer or to opt for the "first available" unit offer. Thereafter, new applicants would have the same opportunity to select up to three developments or "first available" unit offer. "Once the initial site based lists are established all applicants will be informed of the length of each list and have an opportunity when their application is updated to change their site selection.

#### **B. Unit Offers to Applicants**

1. The plan for assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status is PLAN "A" with modifications as described below. Under Plan A, the first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type. The applicant must accept the vacancy offered or be dropped from the waiting list. Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.

2. MHA will first match the characteristics of the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any limitations on admission because of designated housing (if applicable). Preferences, if any, will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the earliest offer.

3. Further, in the selection of a family for a unit with accessible features, MHA will give preference to families that include a person with disabilities who can benefit from the unit features.

4. In selecting applicants for offers of units, MHA will take into account any local preferences that may be properly adopted following the statutorily required public hearing. In determining what local preferences to adopt, MHA must consider the requirements of the Quality Housing and Personal Responsibility Act of 1998 and local housing needs and conditions.

5. The local preferences, if any, described above will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the MHA will make an offer to an applicant who does not qualify for a local

preference. Certain types of transfers will also be processed with new admissions. See Section F. for the ratio of transfers to new admissions.

6. The applicant must accept the vacancy offered within 2 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be removed from the waiting list. (See good cause discussion below) All offers made over the phone will be confirmed by letter to the applicant. If unable to contact an applicant by phone or first class mail, MHA will send a certified letter, return receipt requested.

7. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean.

### **C. Due Process Rights for Applicants**

To ensure that filling vacant units occurs in a timely manner, it is necessary to have a waiting list that is complete and accurate. While it is the responsibility of each applicant to keep MHA apprised of any changes in his/her address, phone number, family income or other family circumstances, no applicant on the waiting list, now or in the future, shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria<sup>16</sup>; or
4. The application is withdrawn because the MHA attempted to contact the applicant for an annual waiting list update, to schedule a meeting or interview, to offer or show a unit, or for some other reason, and was unable to contact the applicant.

In attempting to contact to contact an applicant, the following two methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact MHA<sup>17</sup> either by returning the update postcard or in person, bringing proof of identity;
- When five working days have elapsed from the date when the MHA mails the letter, if there is no response from the applicant, the applicant will be sent the same letter by first class mail;
- If an applicant contacts MHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.
- When MHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, MHA shall suspend processing of that application until the applicant is either withdrawn

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<sup>16</sup> All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

<sup>17</sup> Except that MHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

(no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.

5. Persons who fail to respond to MHA attempts to contact them because of situations related to a disability shall be entitled to reasonable accommodation, provided that the situation can be verified to be related to a disability. In such circumstances MHA shall reinstate these individuals to their former waiting list positions.

6. Families whose applications are withdrawn or rejected as described above can only be placed on the waiting list again by applying for housing at a time that the waiting list is open. Families whose applications were withdrawn for refusing unit offers without good cause may not reapply for 12 months. In these cases, they will have a new date and time of application.

#### **D. Good Cause for Applicant Refusal of Unit Offer**

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of MHA, clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of “good cause” for refusal of an offer of housing include, but are not limited to:

- The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that **is** ready for move-in;
- Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities<sup>18</sup>, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates to MHA’s satisfaction that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- The family has a child(ren) under age seven and there is lead based paint in the unit;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move; or
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family’s position on the waiting list. (In

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<sup>18</sup> If the applicant has a child participating in such a program.



effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)

3. MHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

#### **E. Dwelling Units with accessible/adaptable features**

1. Before offering a vacant accessible unit to a non-disabled applicant, MHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under MHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

2. When offering an accessible/adaptable unit to a non-disabled applicant, MHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease agreement signed with the applicant.

#### **F. Leasing and Occupancy of Dwelling Units**

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development

#### **G. Transfers**

MHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive<sup>19</sup> transfers. The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of four admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers, below.
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section C above without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.
4. Tenants are entitled to use the MHA Grievance Procedure if they are refused the right to transfer or if MHA is requiring them to transfer and they do not want to do so.

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<sup>19</sup> If the MHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.

## IV. Leasing Policies

### **A. General Leasing Policy**

1. All units must be occupied pursuant to a lease that complies with HUD's regulations [24 CFR § 966].
2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by the Property Manager, **Manager of General Services** or other authorized representative of MHA, prior to actual admission. [24 CFR § 966.4 (p)]
3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed centrally. Managers shall work with MHA's central office to forward necessary information and coordinate this activity with the applicant or resident family.
4. If a resident transfers from one MHA unit to another, a new lease will be executed for the dwelling into which the family moves.
5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - (a) A new lease agreement will be executed, or
  - (b) A Notice of Rent Adjustment will be executed, or
  - (c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority. [24 CFR § 966.4 (o)]
6. Residents must advise MHA if they will be absent from the unit for more than 7 days. Residents are required to notify the manager and make arrangement to secure the unit and provide a means for MHA to contact the resident in the event of an emergency. Failure to advise MHA of an extended absence is grounds for termination of the lease.
7. Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the fifth business day of the month.

The late payment date may be extended upon written request for individuals who are sixty two years of age or older, disabled or pension or TANF, recipients and who customarily received their entitlement or pension checks after the 5th of the month. The resident must provide adequate documentation as to age, disability or pension or TANF participation and date of receipt of funds after the 5th of the month. The extension must be reviewed and approved by the Director of Asset Management. The extension will be in writing and can be for no more than three business days after the date established for receipt of funds.

### **B. Showing Units Prior to Leasing**

1. When offering units, MHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with MHA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will be advised of the offer and will contact the applicant to set up a date to show the unit. (Intake procedures are described more fully in **MHA Procedure on Taking Applications and Initial Processing.**)

2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant if possible. The form is then sent to central office for a "good cause" determination. **No lease will have an effective date before the unit is ready for occupancy.** [24 CFR§ 966.4 (i)]

3. Managers will only show and lease units of the appropriate size. Families may choose to lease units of sizes between the largest and smallest unit for which they qualify. If a family opts to lease a unit smaller than the largest unit for which they qualify, the family shall agree in writing to remain in that size unit until family size or circumstances require a larger unit.

If an exception to MHA's largest unit standard is approved for the applicant, this information will be noted on the leasing packet sent to the manager. No exceptions will be granted to the smallest unit standard, since this would result in overcrowding.

### **C. Occupancy, Additions to the Household and Visitors**

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. [24 CFR § 966.4(a)(v)] Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. This would include situations in which a resident is granted custody of a child or children not previously listed on the application or lease. Also included, would be situations in which a person (often a relative) came to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. [24 CFR §§ 966.4(a)(v), 966.4(c), 960.257] All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. Following receipt of a family's request for approval to add a new person or persons to the lease, MHA will conduct a pre-admission screening of any proposed new adult members. The results of screening shall be used to determine whether the MHA will approve admitting the new member.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from MHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:

- (a) Resident plans to be married and files a request to add the new spouse to the lease;
- (b) Resident is awarded custody of a child over the age for which juvenile justice records are available;
- (c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
- (d) A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household; and
- (e) Resident is being considered for an Incentive Transfer.

4. Residents who fail to notify MHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by MHA and the entire household will be subject to eviction. [24 CFR § 966.4 (f)(3)]

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on MHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Manager. Visits of more than three and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager. Visits of more than 14 calendar days shall be authorized only by the Property manager with advance documentation of extenuating circumstances. In no event shall a visitor be permitted to visit for more than 45 days in any 12 month period without the prior written consent of MHA. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

6. In accordance with the lease, roomers and lodgers shall neither be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease. [24 CFR § 966.4 (f) (2)]

7. Residents will not be given permission to allow a former resident of MHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. [24 CFR § 966.4 (f)(3)] The resident has the responsibility to report the move-out within 30 calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship or other extenuating circumstances shall be considered by MHA in making determinations under this paragraph.

## V. Transfer Policy

### A. General Transfer Policy

1. It is MHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. [24 CFR § 100.5]
2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Property Manager or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

### B. Types of Transfers

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

- (a) Emergency Transfers are **mandatory** when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by MHA. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; remove a family with children under age 7 with elevated blood lead levels from a unit with lead paint hazards, or, based on a threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood or when a determination is made by the Authority based on the physical condition of the development that the development should be closed immediately.

**These transfers shall take priority over new admissions.**

- (b) Category 1 Administrative transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency); provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified disability problems of a serious (but not life-threatening) nature; permit modernization, vacancy consolidation or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

**These transfers shall take priority over new admissions.**

Requests for these transfers will be made to the manager. The Resident shall provide the necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by MHA (e.g. moving a person with mobility problems to a unit with accessible features).

- (c) Category 2 Administrative transfers are mandatory transfers within sites or between sites to correct serious occupancy standards problems (over or under the MHA's standards) as described below.

**These transfers will take priority over new admissions.**

Category 2 transfers to correct occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the

household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

- (d) Category 3 Administrative transfers are mandatory transfers within sites or between sites may be made to: correct and avoid concentration of the most economically and socially deprived families; correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms); or address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

**These transfers will not take priority over new admissions. They will be processed at the rate of one transfer to four admissions.**

- (e) Incentive Transfers: As described in detail below, Incentive Transfers are offered to new or recently modernized units, including townhouses, on a nondiscriminatory basis to residents with good rental histories.

**These transfers take priority over new admissions, with transfers being processed at the rate of three transfers to each admission.**

- (f) **Transitional Housing Transfers**: As described in detail below, **Transitional Housing Transfers** are offered to fill single family designated transitional housing units on new or recently modernized or revitalized developments or scattered sites, on a nondiscriminatory basis to residents with good rental histories.

**These transfers take priority over new admissions.**

2. Whenever feasible, transfers will be made within a resident's area.

### **C. Processing Transfers**

1. A centralized transfer waiting list will be administered by the Occupancy Division. Managers are responsible for submitting requests for transfer including necessary documentation, to the Occupancy Specialist Manager.

2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Incentive Transfers,
- Applicants, and, at a rate of four applicants to every transfer,
- Category 3 Administrative Transfers

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under housed status.

4. Residents in a Category 2 over/under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, MHA's prior approval of additions to the household is required.)

6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits MHA.

7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 4 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

#### **D. Good Record Requirement for Transfers**

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

- (a) have not engaged in criminal activity that threatens the health and safety of residents and staff;
- (b) do not owe back rent or other charges, or evidence a pattern of late payment;
- (c) meet reasonable housekeeping standards and have no housekeeping lease violations; and
- (d) can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to MHA's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.

Absent a determination of exception, the following policy applies to transfers:

- (a) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed; back rent is paid in full.
- (b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

## **E. Incentive Transfers**

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have good rental histories and want to move to units other than those they currently occupy.

- (a) Incentive Transfers - MHA may occupy recently modernized and scattered site units through incentive transfers. Other than those approved in the NLIHC Settlement Agreement, one applicant shall be admitted directly to a scattered site units for every three transferees. Depending on MHA's vacant unit status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. MHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.
- (b) Resident requests for incentive transfers should be made to their Housing Manager. Managers may also recommend a resident for an incentive transfer. For a resident to be considered for an incentive transfer, the following conditions must be met:
  - (i) Residency in a MHA development for least three years.
  - (ii) No more than two repayment agreements, or unpaid balances at any time in the past two (2) years.
  - (iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
  - (iv) No history of criminal activity or drug related criminal activity by resident, household members, or guests.
  - (iv) Good housekeeping record.

2. Incentive transfers are Category 2 administrative transfers.

3. No exceptions will be granted to the good record requirement for incentive transfers.

4. A Manager's failure to process or recommend an Incentive Transfer is subject to the Grievance Procedure.

## **F. Transitional Housing Transfers**

1. **Transitional Housing Transfers** are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have a program goal of homeownership to be completed within 12 to 36 months, have good rental histories and want to move to the transitional Housing units.

- (a) **Transitional Housing Transfers** - MHA will occupy recently modernized, revitalized developments and scattered site designated "Single Family transitional housing units" through transitional housing transfers. The units will be filled by transferees from current MHA developments. If the Authority is unable to fill the transitional housing units from transferees from current MHA developments, the Authority may create a transitional housing waiting list open to the General public to fill the remaining units.
- (b) Resident requests for **Transitional Housing Transfers** should be made to their Housing Manager. Managers may also recommend a resident for a **Transitional Housing Transfer**. For a resident to be considered for a **Transitional Housing Transfer**, the following conditions must be met:



- (1) Residency in a MHA development for least one year.
- (2) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
- (3) No history of criminal activity or drug related criminal activity by resident, household members, or guests.
- (4) Good housekeeping record.
- (5) Be a participant in good standing in a program aimed at self-sufficiency such as Memphis Housing Authority's Family Self-Sufficiency Program, a participant in the RISE Foundation Save UP, Individual Development Account (IDA) Initiative, or a similar program of upward mobility;
- (6) Be a United States citizen 18 years of age or older;
- (7) A current resident of Memphis Housing Authority.
- (8) Employed full-time (minimum of 30 hours week) meeting all Self Reliance Agreement criteria;
- (9) Can verify and show proof of full-time employment history (minimum of 30 hours per week) for a 12-month period preceding date of application. Meet all Self Reliance requirements.
- (10) Must have the ability to repair any credit issues and be mortgage ready within a 36-month period or less.
- (11) Pass housekeeping inspection and all ongoing housekeeping inspections.
- (12) Attend Tenant Wise Training for Housekeeping, Counseling, and How to Be a Good Neighbor Classes, etc.
- (13) Children enrolled in an "A" qualified day care/headstart program;
- (14) Must have demonstrated good rental payment history with Memphis Housing Authority for a 12-months consecutive period;
- (15) Have a minimum annual wage of \$11,000;
- (16) Pass a criminal background check;
- (17) Present, when applicable, a report of each child's attendance record of regular attendance in school.

2. **Transitional Housing Transfers** will take priority over admissions.
3. **Transitional Housing Transfers** will not exceed 36 months. A resident transferring into a Transitional Housing unit cannot occupy said unit for more than 36 months.
4. A Manager's failure to process a **Transitional Housing Transfers** is subject to the Grievance Procedure.

#### **G. Cost of Transfers**

1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by MHA. Transfers requested or required by MHA will be paid for or made by MHA. Residents shall be required to pay any maintenance charges resulting from resident damage or neglect at the unit from which they are transferring.

## **VI. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members**

### **A. Eligibility for Continued Occupancy**

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in Section XII of this policy. (Note: For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.)
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
5. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 CFR § [5.500 et seq.](#)]
6. Who are in compliance with the MHA's 8 hour per month community service requirements (applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs).

### **B. Remaining Family Members and Prior Debt**

1. As a party to the lease, remaining family members 18 years of age or older (other than the head or spouse) will be held responsible for arrearages incurred by the former head or spouse. MHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

### **C. Periodic Reexamination**

1. Regular reexaminations: MHA shall, at least once a year, re-examine the incomes of all resident families other than those families paying Flat Rents whose incomes shall be reexamined every three years. Flat Rent payers must still report for review of unit size and Community service compliance. [24 CFR § [960.257](#)]
2. Special Reexaminations: When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special reexamination(s). Special reexamination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. New Reexamination Date Following Income Disregard: When a family begins participating in a job training program or working following a job training program and their income is disregarded in accordance with HUD requirements, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disregard began.
4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual reexamination process. The form will ask residents to estimate

how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

#### 5. Reexamination Procedures

- (a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
- (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. A credit check will be run on each family at recertification to help detect any unreported income, family members not reported on the lease, etc.. [24 CFR § [5.210 et seq.](#); [24 CFR § 960.257](#) and [960.259](#)]
- (c) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the resident as a family or as the remaining member of a family;
  - (ii) Unit size required for the family (using the Occupancy Guidelines); and
  - (iii) Rent the family should pay.
- (d) Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
- (e) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. [24 CFR [Part 5, subpart B](#)]
- (f) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. [24 CFR § 966.4 (c)(2)]

#### 6. Action Following Reexamination

- (a) If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. [24 CFR § 966.4 (c) & (o)]
- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available. [24 CFR § 966.4 (c)(3)]

#### **D. Criminal Background Checks**

In order to determine if residents and household members are in full compliance with the resident obligations and responsibilities as described in the dwelling lease and especially drug related and other criminal activity, Memphis Housing Authority will conduct annual criminal background checks.

Memphis Housing Authority will conduct criminal background checks at the time the resident is certified for continue occupancy in public housing. The Housing Authority may also provide resident information to Law enforcement officials to obtain daily arrest reports and other records regarding drug related and other criminal activity which may be in violation of the resident's lease .

#### **E. Upfront Income Verification**

The Memphis Housing Authority will use HUD's Upfront Income Verification (UIV) System to verify the income reported by applicants and current tenants. This online automated system compares tenant's income data obtained from the Public Housing Information Center (PIC) databases with wage information from the State Wage Information Collection Agencies (SWICAs); Social Security and Supplemental Security Income from the Social Security Administration; and user profile information from the PIC database.

UIV data will only be used to verify a tenant's initial or continuing eligibility for participation in a HUD rental assistance program. When discrepancies are identified, MHA staff will inform applicants and current tenants of their appeal rights, maintain all UIV data as confidential, and use Third Party Verification procedures.

**UIV data will not be used for any adverse actions such as eviction, repayment agreements, referrals or participant to the Office of Inspector General, etc. If fraud is suspected, MHA staff will independently verify the UIV information using the five (5) levels of Third-Party Verification mandated by HUD's Verification Guidance dated March 9, 2004.**

Third party verification is defined an independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the applicant family. The verification documents must be supplied directly to the independent source by MHA and returned directly to MHA from the independent source. **The tenant shall not hand carry documents to or from the independent source.** MHA will use mail, fax, or e-mail to send and/or receive verification from the source(s). MHA staff will use the following five levels of Third Party Verification for gross wages and salaries; unemployment compensation; welfare benefits; social security benefits (Social Security & Supplemental Security Income); and other income types (i.e., child support, pensions, etc.) **in the order listed:**

1. Upfront Income Verification
2. Written Third Party Verification
3. Oral Third Party Verification
4. Document Review
5. Tenant Certification

All related documents must be dated **within the last 60 days** of the interview, and MHA staff will make photocopies of original document(s) and place a copy in the tenant's file. MHA staff will document the reasons for not using the higher levels of Third Party verification in the tenant's file anytime the higher level of verification cannot be used.

## VII. Interim Rent Adjustments: Fixed Rent System

### A. Rent Adjustments

1. Residents are required to report all changes in family composition or status to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions.**

2. Changes in family income between reexaminations may result in a rent change. MHA will process interim changes in rent in accordance with the chart below:

<u>INCOME CHANGE</u>	<u>MHA ACTION</u>
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days <sup>20</sup> . Increase in income following MHA granting of interim rent decrease.	• MHA will process an interim reduction in rent if the income decrease will last more than 30 days. MHA will process an interim increase for income increases that follow interim rent reductions.
(b) Increase in earned income from the employment of a current household member.	• MHA will increase rent after providing a 30-day notice to the resident.
(c) Increase in unearned income (e.g. COLA adjustment for social security).	• MHA will increase rent after providing a 30-day notice to the resident.
(d) Increase in income because a person with income (from any source) joins the household.	• MHA will increase rent after providing a 30-day notice to the resident.

(e) MHA will process an interim increase in rent if it is found that the resident at an annual or interim reexamination has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. MHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee. [24 CFR § 960.257 and 24 CFR Part 5, subpart F]

4. MHA will process interim adjustments in rent in accordance with the following policy:

- (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.
- (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

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<sup>20</sup> Decreases in income verified to be a result of welfare fraud or TANF cuts for failure to comply with a required economic self sufficiency program are not eligible for rent reductions.

5. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.

**B. Effective Date of Adjustments**

Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported and verified before the tenant accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

**C. Failure to Report Accurate Information**

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with MHA's dwelling lease. [24 CFR § 966.4 (c)(2)]

## VIII. Lease Termination Procedures

### A. General Policy: Lease Termination

It is MHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations [24 CFR § 966.4 (I)] and the lease terms.

### B. Notice Requirements

1. No resident shall be given a Notice of Lease Termination without being told by MHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. [\[24 CFR § 966.4\(I\)\(3\)\(iii\)\]](#)

Certain actions receive an expedited Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or MHA employees; and any drug-related criminal activity. [24 CFR § 966.55(g)]

2. Notices of lease termination may be served personally and posted on the apartment door.

3. The Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

### C. Domestic Violence:

A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall 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 tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a Lessee's household or any guest or other person under the Lessee's control, shall not be cause for termination of the tenancy or occupancy rights, if the Lessee or immediate member of the Lessee's family is a victim of that domestic violence, dating violence, or stalking.

B. Notwithstanding subsection (a), or any Federal, State, or local law to the contrary, the Lessor 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, or terminate occupancy rights of any individual who is a lessee or lawful occupant and who engaged in criminal acts of physical violence against family members or others, without evicting, removing, or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a lessee or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.

C. The Lessor may request a certification that an individual is a victim of domestic violence, dating violence or stalking, and that the incident(s) in question are bona fide incidents of actual or threatened abuse. Such certification must include the name of the perpetrator, and may be in the form of (i) HUD Form 50066, or other HUD approved certification form, (ii) a court record, or (iii) documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the



individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse.

**D. Nothing in this Section:**

1. limits the Lessor from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up;
2. limits the Lessor from evicting a lessee for any violation of a lease not premised on the act or acts of violence in question against the Lessee or a member of the Lessee's household, provided that the Lessor does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other lessees in determining whether to evict;
3. limits the Lessor from terminating the tenancy of any lessee if the Lessor can demonstrate an actual and imminent threat to other lessees or those employed at or providing service to the property if that lessee is not evicted;
4. supersedes any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

**E. All information the Lessor may request to confirm domestic violence, dating violence or stalking victim status, pursuant to federal law, shall be retained in confidence by the Lessor, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:**

1. requested or consented to by the individual in writing;
2. required for use in an eviction proceeding; or
3. otherwise required by applicable law.

**D. Recordkeeping Requirements**

A written record of every termination and/or eviction shall be maintained by MHA, and shall contain the following information:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

## **IX. Utilities**

In some of MHA's developments, residents may pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by MHA in consultation with an energy consultant and the utility supplier and reviewed by HUD. Utility allowances are not granted to residents paying a Flat rent. [24 CFR § 965 & 966.4 (b)(2)]

### **A. Resident-Paid Utilities**

The following requirements apply to residents living in or applicants being admitted to developments with resident-paid utilities:

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment (income-based rent) is less than the utility allowance, MHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf. The resident will be informed of the amount of the utility reimbursement paid on his/her behalf.
3. When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she **shall** sign a third-party notification agreement so that MHA will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
6. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

### **B. Excess Utility Charges**

1. Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances established that reflect the size and type of units and the actual equipment provided by the MHA. Quarterly the check meters shall be read by the MHA and each tenant charged for any consumption in excess of the utility allowance.
2. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

## **X. Flat Rents**

### **A. Flat Rents**

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998. [\[See 24 CFR § 960.253\]](#) Unlike Ceiling rents, which may be developed using several approaches and may not be less than the average cost to operate a unit, Flat Rents are market-based rents. Accordingly, they will vary by unit size and type and also by development location. All residents will be offered the choice of paying an income-based rent or the Flat rent.

### **B. Recertification of Families on Flat Rents**

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements are met.

### **C. Establishing Flat Rents**

Flat rents represent the actual market value of MHA's housing units. Accordingly, MHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood
- Rents of non-assisted rental units in the immediate neighborhood
- Size of MHA's units compared to non-assisted rental units from the neighborhood
- Age, type of unit and condition of MHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at MHA's properties and in the surrounding neighborhood
- Crime in MHA's developments and the surrounding neighborhood
- Quality of local schools serving each MHA development
- Availability of public transportation at each MHA development
- Availability of accessible units for persons with mobility impairments.

### **D. Annual Update of Flat Rents**

Federal rules require MHA to review their Flat Rent structure annually and adjust the rents as needed. Factors such as improvement or decline in the MHA property or the surrounding neighborhood would affect MHA's flat rents at selected developments.

### E. Flat Rent Schedule

\*Flat rents at these properties include utility allowances because MHA pays all utilities directly to

Property		0	1	2	3	4	5	6
		Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm	Bd/Rm
*Barry Homes		\$462	\$518	\$566				
*Borda Tower		\$462	\$518	\$566				
*Jefferson Square		\$462	\$518	\$566				
*Venson Center		\$462	\$518	\$566				
*College Park Sr. Village			\$545	\$678				
*Latham Terrace Sr. Bldg			\$545	\$678				
*University Place Sr. Bldg			\$545	\$678				
*Magnolia Terrace Sr. Bldg			\$545	\$678				
*Cleaborn Homes			\$446	\$563	\$628	\$722	\$831	
*Foote Homes			\$471	\$574	\$629			
*Montgomery Plaza			\$479	\$580	\$628	\$725	\$835	
*Transitional Houses					\$851			
*Askew Place				\$760	\$860	\$980		
*Fowler Multi-Family				\$740	\$860	\$980		
*Crockett Park Place				\$680	\$820	\$950		
College Park Family I and II			\$540	\$616	\$750	\$897		
Greenlaw Place Apts			\$585	\$680	\$760			
Uptown Square Apts			\$585	\$680	\$840			
Metropolitan Apts			\$600	\$720	\$880			
Uptown Phases I, II & III				\$725	\$850	\$975	\$1100	
Harold E. Ford Villas			\$550	\$620	\$780	\$840		

## MLGW.

### A. Self-Sufficiency

It is the policy of Memphis Housing Authority to encourage and support all of its residents in the goal of becoming self-sufficient. In instances where tenant assistance is needed to obtain this goal, the MHA Human Services Department will develop appropriate programs and conduct other measures to assist the tenant to ensure that his/her actions are consistent with and supportive of achieving the goal of becoming self-sufficient.

Memphis Housing Authority will require that all adult residents participate in the seamless service delivery case management program .

### B. Self-Sufficiency Mixed Finance and Hope VI Developments

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR § 960.206(b)(2) and in accordance with current guidelines governing the HOPE VI Redevelopment Program, housing authorities are authorized to establish policies and requirements which promote resident self-reliance at redeveloped sites. Memphis Housing Authority (“MHA”) has established preferences for public housing units developed under the Mixed Finance and HOPE VI Program. **MHA is requiring each resident in a Mixed Finance and Hope VI Developments**

**units built or acquired prior to June 30 , 2010 to sign a Self-Reliance Agreement Addendum to the Lease. For any Mixed Finance and Hope VI Developments built or acquired after June 30 , 2010 to execute a “ working family Preference addendum to Resident Lease.”**

## XII. Definitions and Procedures to be used in Determining Income and Rent

### A. Annual Income (24 CFR 5.609)

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property; ***MHA determines the value of savings and checking accounts by including the average balance in an account over a period of six (6) months immediately prior to the income determination period. These average balances will be verified using third party verification procedures.***

If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

### B. Items not included in Annual Income [24 CFR § 5.609(c)]

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

[See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.]

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
  - (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  - (d) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the MHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
  - (e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the MHA;
9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
- [13.](#) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
- [14.](#) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- [15.](#) Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- [16.](#) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];

Examples of programs under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
  - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
  - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
  - Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [(25 USC. 459e)];
  - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)] ;
  - Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 States 2503-04];
  - The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and



- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu].
  - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:
  - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j)).

17. The incremental earnings to an adult resident due to employment in the following circumstances:

- (a) The resident experiences an increase in income due to employment after the resident was unemployed for a year or more;
- (b) The resident experiences an increase in income due to employment while the resident is engaged in a qualifying training program to achieve economic self sufficiency.
- (c) The resident experiences an increase in income due to employment when the resident had, within the previous six months received income, benefits or services from the welfare agency worth at least \$500.

In these circumstances the resident will be eligible for a 12 month exclusion of the incremental increase in income followed by a 12 month exclusion of one half of the incremental increase in income. If the resident moves in and out of employment, the maximum period during which both the full and half exclusion will apply shall not exceed 48 months.

**C. Anticipating Annual Income [24 CFR § 5.609 (d)]**

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

**D. Adjusted Income [24 CFR § 5.611]**

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

## **For All Families**

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by MHA when the expense is incurred to permit education or to seek employment.

2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

3. **Work-related Disability Expenses** — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

## **For elderly and disabled families only:**

4. **Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by MHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
- b. For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

5. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in the next section.

6. **Optional Deductions/Exemptions:** MHA may choose to amend this policy and grant further exemptions or deductions to families with members who are employed. Any such exemption or deduction would require an amendment of this policy and would be noted here.

**E. Rent Computation: Income-based Rent** [\[24 CFR § 5.628\]](#)

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which will directly to the utility company by the MHA.

2. **Total Tenant Payment is the highest of:**

- **30% of adjusted monthly income;** or
- **10% of monthly income;** but never less than the
- **Minimum Rent**

7. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment. In developments where the MHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

8. The Minimum Rent shall be \$50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or

**F. Flat Rents**

Flat rents, based on actual market value of units, taking into account unit size, location, age, condition and amenities, will be offered to each resident at initial certification and recertification and each family will make a choice between the income-based rent and the flat rent.

### **XIII. Applicability of Admissions and Continued Occupancy Policy**

The ACOP shall apply to all public housing units receiving funds from the Department Housing & Urban Development (HUD) pursuant to an ACC and managed by Memphis Housing Authority (MHA), or an Agent of MHA or “managed by a private management agent under contract with the development’s owner, if the owner is not MHA.”

### **XIV. Definitions of Terms Used in This Statement of Policies**

1. Accessible dwelling units -- when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 & § 8.40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. [24 CFR § 8.3]

3. Accessible Route - For persons with mobility impairment, a continuous unobstructed path that complies with space and reaches requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3]

4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3]

5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR § 8.3 & § 8.23 (b)]

6. Applicant - a person or a family that has applied for admission to housing.

7. Area of Operation - The jurisdiction of the MHA as described in applicable State law and the MHA’s Articles of Incorporation is the City of Memphis.

8. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)

9. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. (24 CFR § 8.3)

10. Care attendant - a person that regularly visits the unit of a MHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by MHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

11. Co-head of household - a household where two persons are held responsible and accountable for the family.

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

13. Designated Family - means the category of family for whom MHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families. [24 CFR Part 945]

14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families. [24 CFR Part 945]

15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR § 5.403]

16. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. [42 USC 1437a(b)(3)]

17. Displacement Preference – An admission preference awarded to applicants who can document displacement from current housing because:

- Their current dwelling is destroyed or extensively damaged by a natural disaster declared by the President;
- Their current dwelling cannot continue to be occupied because of Governmental Action;
- The family is subject to domestic violence in their current housing.

18. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets (24 CFR § 5.603) in this section.)

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

20. Elderly Person - A person who is at least 62 years of age. [42 USC 1437a(b)(3)]

21. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.

22. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in MHA housing; **OR** two or

more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in MHA housing.

The term family also includes: Elderly family (Definition #18), Near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition #25). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. (24 CFR §§ [5.403](#) and [5.603](#))

Live-in Aides (Definition #26) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

23. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [[24 CFR 5.603](#)].

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

25. Individual with Handicaps, Section 504 definition [[24 CFR § 8.3](#)] -

Section 504 definitions of Individual with Handicaps and Qualified Individual with handicaps are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with handicaps means any person who has:

- (a) 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.
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- (c) Definitional elements:

"physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs;

cardiovascular; reproductive; digestive; genito-urinary; hemic and [lymphatic](#); skin; and endocrine; or

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

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

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

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

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

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

NOTE: A person would be covered under the first item if MHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of MHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- (d) The 504 definition of handicap does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

26. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

27. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by MHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services (24 CFR 5.403).

MHA policy on Live-in Aides stipulates that:

- (a) Before a Live-in Aide may be moved into a unit, third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;

- (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- (c) Live-in Aides have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- (e) A Live-in Aide is a single person.
- (f) A Live-in Aide will be required to meet MHA's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and

A record of eviction from housing or termination from residential programs.

28. Low-Income Family - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families (42 USC 1437a(b)).

29. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. (24 CFR § 5.603).

30. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

31. Mixed Population Project - means a public housing project for elderly and disabled families. The MHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

32. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. (24 CFR § 8.3)

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

34. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability (42 USC 1437a(b)(3))

35. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR § 5.603]

- (a) Real property (land, houses, mobile homes)



- (b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- (c) Cash value of whole life insurance policies
- (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- (e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

36. Newly acquired developments – Any development acquired by the Authority after January 1, 2004.

37. Person with disabilities<sup>21</sup> (42 USC 1437a(b)(3)) means a person<sup>22</sup> who —

- (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
- (b) Has a physical, emotional or mental impairment that:
  - Is expected to be of long continued and indefinite duration;
  - Substantially impedes his/her ability to live independently; and,
  - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 15002].

38. Portion of project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. (24 CFR § 945.105)

39. Project, Section 504 - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR § 8.3]

40. Qualified Individual with handicaps, Section 504 - means an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the MHA can demonstrate would result in a fundamental alteration in its nature.

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<sup>21</sup> NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]

<sup>22</sup> A person with disabilities may be a child.

- (a) Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the MHA.
- (b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the MHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. [\[24 CFR § 8.3\]](#)

41. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

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

43. Self-Reliance Agreement (SRA)- It is a written agreement between property management and the public housing resident identifying the self-reliance criteria a public housing resident must meet in order to occupy and continue to live in a public housing unit.

44. Tenant Rent - The amount payable monthly by the Family as rent to MHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the MHA 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 [and 966.4\(b\)](#)).

45. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays and of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. See the definition for Tenant Rent.

46. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. [See 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 \(a\).](#)

47. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.

48. Upward Mobility Preference: An admissions preference granted when:

(a) A family can verify employment of an adult member:

(i) Employment at the time of the offer — To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of MHA's offer of housing. Employment at the time of the offer must be for the 90 day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.

(ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.

(iii) A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to MHA and will have their assistance terminated.

(iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work.

(b) A family can verify participation in a job training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the Temporary Assistance to Needy Families program;

The family must notify MHA if it enters such a program while on the waiting list and provide documentation of participation to MHA. MHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.

49. Utility Reimbursement - Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment . Since families choosing Flat rents do not receive utility allowances, they also do not receive utility reimbursements.

50. Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development [42 USC 1437a(b)].

**RESOLUTION NO. 3373**

**RESOLUTION APPROVING MHA'S DEVELOPMENT OF A PROPOSED HOUSING DECONCENTRATION POLICY AND ANY NECESSARY CHANGES IN THE AUTHORITY'S ADMISSION POLICY TO IMPLEMENT AND PROMOTE DECONCENTRATION OF PROPERTY.**

**WHEREAS, the Memphis Housing Authority is governed by the rules and regulations of the Department of Housing and Urban Development; and**

**WHEREAS, HUD has required all public housing authority's to develop a policy for implementing the public housing deconcentration policy; and**

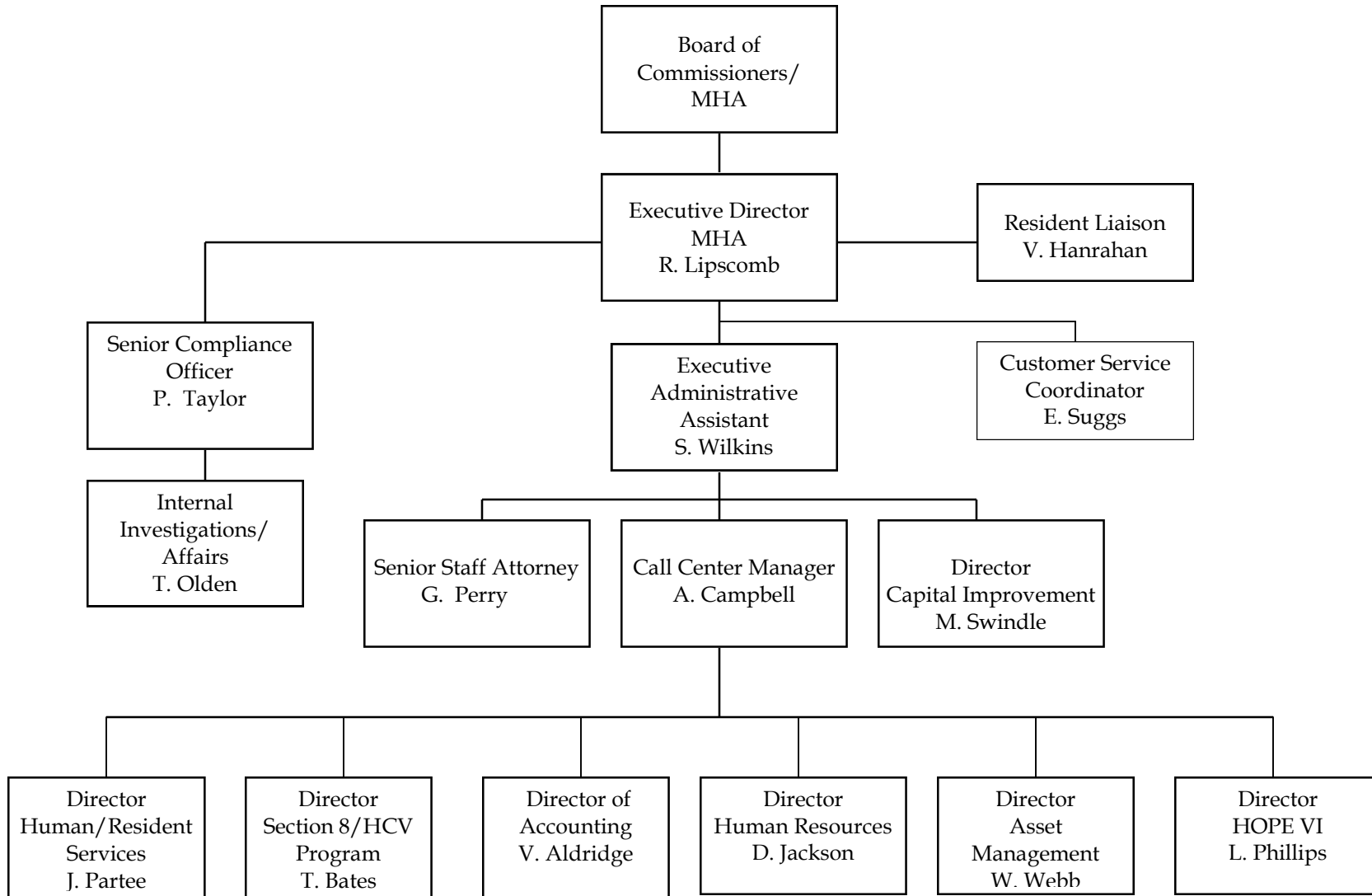
**WHEREAS, the staff has proposed that the following measures be utilized to achieve the deconcentration of poverty in public housing:**

- 1. The authority has established and implemented a work preference in an effort to house working families.**
- 2. The authority will include in its ACOP and agency plan the establishment of flat and ceiling rents in an effort to attract higher income families.**
- 3. The authority will explore efforts to demolish and renovate obsolete units at some of its scattered sites with the possibility of using vouchers or certificates or even establishing a home ownership program to attract higher income families**
- 4. The authority will dedensify its developments to make them safer and more marketable which will help in our efforts of deconcentration.**

**WHEREAS, the Memphis Housing Authority staff will make all necessary changes in the Authority's admission policy to promote deconcentration of poverty in public housing.**

**NOW, THEREFORE, BE IT RESOLVED by the Memphis Housing Authority Board of Commissioners hereby approves the development of a deconcentration policy and changes in the Authority's Admission policy to implement and promote said policy.**

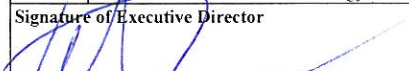
**MEMPHIS HOUSING AUTHORITY  
ORGANIZATIONAL CHART  
MHA Executive Staff**



<b>Part I: Summary</b>	
PHA Name: <b>Memphis Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No <b>TN43P00150105</b> Replacement Housing Factor Grant No: Date of CFFP
	FFY of Grant: <b>2005</b> FFY of Grant Approval: <b>2005</b>

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost *	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>1</sup>	\$1,365,848.40	\$1,365,848.40	\$1,365,848.40	\$1,365,848.40
3	1408 Management Improvements	\$548,103.93	\$548,103.93	\$548,103.93	\$548,103.93
4	1410 Administration (may not exceed 10% of line 21)	\$682,924.20	\$682,924.20	\$682,924.20	\$682,924.20
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$781,773.37	\$781,773.37	\$781,773.37	\$781,773.37
8	1440 Site Acquisition	\$28,100.00	\$28,100.00	\$28,100.00	\$28,100.00
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$982,467.60	\$982,467.60	\$982,467.60	\$982,467.60
11	1465. 1 Dwelling Equipment — Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Non-dwelling Equipment	\$37,561.47	\$37,561.47	\$37,561.47	\$37,561.47
14	1485 Demolition	\$536,235.75	\$536,235.75	\$536,235.75	\$536,235.75
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495. 1 Relocation Costs	\$3,944.23	\$3,944.23	\$3,944.23	\$3,944.23
18	1499 Development Activities <sup>4</sup>	\$1,862,283.05	\$1,862,283.05	\$1,862,283.05	\$1,862,283.05
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$6,829,242.00</b>	<b>\$6,829,242.00</b>	<b>\$6,829,242.00</b>	<b>\$6,829,242.00</b>
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				

Signature of Executive Director	Date	Signature of Public Housing Director	Date
	7-15-10		

<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: <b>Memphis Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No: <b>TN43P00150105</b> CFFP (Yes/No): No			FFY of Grant: <b>2005</b>	
Development Number Name/PHA-Wide Activities	Development Account No.	Total Estimated Cost		Total Actual Cost		Status of Work
		Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
AW - Operations	1406	\$1,365,848.40	\$1,365,848.40	\$1,365,848.40	\$1,365,848.40	
AW - Administration	1410	\$655,470.08	\$655,470.08	\$655,470.08	\$655,470.08	
TN 1-23 Borda Towers	1460	\$149,763.00	\$149,763.00	\$149,763.00	\$149,763.00	Omega General / 35285
TN 1-23 Borda Towers	1460	\$6,758.80	\$6,758.80	\$6,758.80	\$6,758.80	Communication System / 35110
TN 1-18 Jefferson Square	1460	\$134,139.40	\$134,139.40	\$134,139.40	\$134,139.40	Dakota Corporation / 35725
TN 1-15 Graves Manor	1485	\$536,235.75	\$536,235.75	\$536,235.75	\$536,235.75	D.H. Griffin / 35350
TN 1-13 Barry Tower	1460	\$680,339.00	\$680,339.00	\$680,339.00	\$680,339.00	Omega General / 35624
TN 1-08 Cleaborn Homes	1460	\$11,467.40	\$11,467.40	\$11,467.40	\$11,467.40	Jaycon Development / 33892
TN 1-61 Ford Road	1499	\$585,273.37	\$585,273.37	\$585,273.37	\$585,273.37	Harold Ford Sr Villas / 35490
TN 1-60 University Place	1499	\$276,564.37	\$276,564.37	\$276,564.37	\$276,564.37	Memphis Land Bank / 35676
TN 1-60 University Place	1499	\$1,000,445.31	\$1,000,445.31	\$1,000,445.31	\$1,000,445.31	University Place / 35586
AW - Relocation	1495	\$152.00	\$152.00	\$152.00	\$152.00	MLGW / 33024
AW - Relocation	1495	\$1,003.50	\$1,003.50	\$1,003.50	\$1,003.50	Cord Moving / 33695
AW - Relocation	1495	\$126.50	\$126.50	\$126.50	\$126.50	Cable Fee / 35352
AW - Relocation	1495	\$2,662.23	\$2,662.23	\$2,662.23	\$2,662.23	Bucks Almost Anything / 34889
AW - Real Estate Appraisals	1440	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	Joe F. Burrow / 34820
AW - Real Estate Appraisals	1440	\$850.00	\$850.00	\$850.00	\$850.00	Integra Realty Resources / No P.O.
AW - Real Estate Appraisals	1440	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	Integra Realty Resources / 35122
AW - Real Estate Appraisals	1440	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	Integra Realty Resources / 35233
AW - Real Estate Appraisals	1440	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	Integra Realty Resources / 35269
AW - Real Estate Appraisals	1440	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	Integra Realty Resources / 35042
AW - Real Estate Appraisals	1440	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	Integra Realty Resources / 35760
AW - Resident Training	1408	\$4,763.85	\$4,763.85	\$4,763.85	\$4,763.85	NUSA 2006
AW - Resident Training	1408	\$2,129.06	\$2,129.06	\$2,129.06	\$2,129.06	NAHRO
AW - Resident Training	1408	\$22,283.18	\$22,283.18	\$22,283.18	\$22,283.18	Rise Foundation
AW - Resident Training	1408	\$4,118.34	\$4,118.34	\$4,118.34	\$4,118.34	Resident Training Retreat




PHA Name: <b>Memphis Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No: <b>TN43P00150105</b> CFPP (Yes/No): No		FFY of Grant: <b>2005</b>		
Development Number Name/PHA-Wide Activities	Development Account No.	Total Estimated Cost		Total Actual Cost		Status of Work
AW - Security Salary	1408	\$422,392.68	\$422,392.68	\$422,392.68	\$422,392.68	CGP Portion Security Salary
AW - Coordinator Salary	1408	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	CSS Coordinator
AW - Fees and Costs	1430	\$30,991.85	\$30,991.85	\$30,991.85	\$30,991.85	SSR Ellers / 35904
AW - Fees and Costs	1430	\$169,090.00	\$169,090.00	\$169,090.00	\$169,090.00	Architects Unlimited / 34771
AW - Fees and Costs	1430	\$3,525.00	\$3,525.00	\$3,525.00	\$3,525.00	Business Visuals / 35460
AW - Fees and Costs	1430	\$8,858.76	\$8,858.76	\$8,858.76	\$8,858.76	Self Tucker / 34742
AW - Fees and Costs	1430	\$45,845.00	\$45,845.00	\$45,845.00	\$45,845.00	Pickering Firm / 35278
AW - Fees and Costs	1430	\$52,410.00	\$52,410.00	\$52,410.00	\$52,410.00	SSR Ellers / 35232
AW - Fees and Costs	1430	\$2,388.24	\$2,388.24	\$2,388.24	\$2,388.24	Tetrtech / 35124
AW - Fees and Costs	1430	\$29,718.00	\$29,718.00	\$29,718.00	\$29,718.00	SSR Ellers / 35534
AW - Fees and Costs	1430	\$58,522.03	\$58,522.03	\$58,522.03	\$58,522.03	SSR Ellers / 35551
AW - Fees and Costs	1430	\$46,599.50	\$46,599.50	\$46,599.50	\$46,599.50	SSR Ellers / 34092
AW - Fees and Costs	1430	\$162,804.95	\$162,804.95	\$162,804.95	\$162,804.95	SSR Ellers / 34770
AW - Fees and Costs	1430	\$6,920.00	\$6,920.00	\$6,920.00	\$6,920.00	Fisher & Arnold / 34805
AW - Fees and Costs	1430	\$8,270.00	\$8,270.00	\$8,270.00	\$8,270.00	Pickering Firm / 35552
AW - Fees and Costs	1430	\$9,404.03	\$9,404.03	\$9,404.03	\$9,404.03	Pickering Firm / 35041
AW - Fees and Costs	1430	\$17,900.00	\$17,900.00	\$17,900.00	\$17,900.00	Pickering Firm / 34996
AW - Fees and Costs	1430	\$4,580.00	\$4,580.00	\$4,580.00	\$4,580.00	Pickering Firm / 34989
AW - Fees and Costs	1430	\$40,450.66	\$40,450.66	\$40,450.66	\$40,450.66	Pickering Firm / 34949
AW - Fees and Costs	1430	\$48,434.00	\$48,434.00	\$48,434.00	\$48,434.00	Pickering Firm / 34836
AW - Fees and Costs	1430	\$6,025.00	\$6,025.00	\$6,025.00	\$6,025.00	Pickering Firm / 34769
AW - Fees and Costs	1430	\$28,186.35	\$28,186.35	\$28,186.35	\$28,186.35	SSR Ellers / 35562
AW - Fees and Costs	1430	\$400.00	\$400.00	\$400.00	\$400.00	TDEC / No P.O.
AW - Fees and Costs	1430	\$500.00	\$500.00	\$500.00	\$500.00	TDEC / No P.O.
AW - Fees and Costs	1430	\$250.00	\$250.00	\$250.00	\$250.00	TDEC / No P.O.
AW - Fees and Costs	1430	-\$300.00	-\$300.00	-\$300.00	-\$300.00	TDEC / No P.O. (Refund)
AW - Staff Training	1408	\$540.00	\$540.00	\$540.00	\$540.00	NAHRO / CI 06-37
AW - Staff Training	1408	\$540.00	\$540.00	\$540.00	\$540.00	NAHRO / CI 06-38
AW - Staff Training	1408	\$2,119.28	\$2,119.28	\$2,119.28	\$2,119.28	Social Workers Conference / CI 06-39
AW - Staff Training	1408	\$1,932.75	\$1,932.75	\$1,932.75	\$1,932.75	Social Workers Conference / CI 06-40
AW - Staff Training	1408	\$1,183.55	\$1,183.55	\$1,183.55	\$1,183.55	Seminar on Benefits / CI 06-41
AW - Staff Training	1408	\$839.90	\$839.90	\$839.90	\$839.90	TAHRA / CI 06-42



PHA Name: <b>Memphis Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No: <b>TN43P00150105</b> CFFP (Yes/No): No		FFY of Grant: <b>2005</b>			
<b>Development Number Name/PHA-Wide Activities</b>	<b>Development Account No.</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>		<b>Status of Work</b>	
AW - Staff Training	1408	\$1,633.15	\$1,633.15	\$1,633.15	\$1,633.15	NIGP / CI 06-45	
AW - Staff Training	1408	\$804.90	\$804.90	\$804.90	\$804.90	TAHRA / CI 06-46	
AW - Staff Training	1408	\$1,418.11	\$1,418.11	\$1,418.11	\$1,418.11	NUSA 2006 / CI 06-49	
AW - Staff Training	1408	\$2,247.71	\$2,247.71	\$2,247.71	\$2,247.71	NAHRO / CI 06-51	
AW - Staff Training	1408	\$961.02	\$961.02	\$961.02	\$961.02	Human Resources Services / CI 06-52	
AW - Staff Training	1408	\$1,357.07	\$1,357.07	\$1,357.07	\$1,357.07	Human Resources Services / CI 06-53	
AW - Staff Training	1408	\$551.70	\$551.70	\$551.70	\$551.70	Fed Labor Standard / CI 06-55	
AW - Staff Training	1408	\$1,395.28	\$1,395.28	\$1,395.28	\$1,395.28	Resident Retreat / CI 06-56	
AW - Staff Training	1408	\$2,307.42	\$2,307.42	\$2,307.42	\$2,307.42	New TheoPo2 Tax / CI 06-59	
AW - Staff Training	1408	\$413.50	\$413.50	\$413.50	\$413.50	FSS Coordinator Confer/ CI 06-61	
AW - Staff Training	1408	\$733.48	\$733.48	\$733.48	\$733.48	FSS Coordinator Confer/ CI 06-62	
AW - Staff Training	1408	\$551.70	\$551.70	\$551.70	\$551.70	Labor Standard / CI 06-63	
AW - Staff Training	1408	\$8.89	\$8.89	\$8.89	\$8.89	Neighborworks / CI 06-72	
AW - Staff Training	1408	\$130.93	\$130.93	\$130.93	\$130.93	Skillpath / CI 06-73	
AW - Staff Training	1408	\$139.00	\$139.00	\$139.00	\$139.00	Skillpath / CI 06-74	
AW - Staff Training	1408	\$139.00	\$139.00	\$139.00	\$139.00	Skillpath / CI 06-75	
AW - Staff Training	1408	\$139.00	\$139.00	\$139.00	\$139.00	Skillpath / CI 06-76	
AW - Staff Training	1408	\$584.85	\$584.85	\$584.85	\$584.85	THDA owner's Works / CI 06-77	
AW - Staff Training	1408	\$447.76	\$447.76	\$447.76	\$447.76	Governors Housing / CI 06-78	
AW - Staff Training	1408	\$248.11	\$248.11	\$248.11	\$248.11	Governors Housing / CI 06-79	
AW - Staff Training	1408	\$575.00	\$575.00	\$575.00	\$575.00	PMI Memphis / CI 06-82A	
AW - Staff Training	1408	\$2,117.90	\$2,117.90	\$2,117.90	\$2,117.90	Business Meetings / CI 06-82B	
AW - Staff Training	1408	\$429.02	\$429.02	\$429.02	\$429.02	Emphasys / CI 06-83	
AW - Staff Training	1408	\$33,100.00	\$33,100.00	\$33,100.00	\$33,100.00	ABT / 35286	
AW - Staff Training	1408	\$1,243.14	\$1,243.14	\$1,243.14	\$1,243.14	Novogradac / CI 07-35	
AW - Staff Training	1408	\$1,078.98	\$1,078.98	\$1,078.98	\$1,078.98	Novogradac / CI 07-38	
AW - Staff Training	1408	\$128.50	\$128.50	\$128.50	\$128.50	TAHRA / CI 07-49	
AW - Staff Training	1408	\$251.50	\$251.50	\$251.50	\$251.50	Lorman Business Ctr / CI 08-01	
AW - Staff Training	1408	\$603.26	\$603.26	\$603.26	\$603.26	HDLI / CI 08-22	
AW - Staff Training	1408	\$686.76	\$686.76	\$686.76	\$686.76	TIES Basic Certification / CI 08-46	
AW - Staff Training	1408	\$832.76	\$832.76	\$832.76	\$832.76	HUD SAC Training / CI 08-48	
AW - Staff Training	1408	\$335.00	\$335.00	\$335.00	\$335.00	TAHRA / CI 08-58	

PHA Name: <b>Memphis Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No: <b>TN43P00150105</b> CFFP (Yes/No): No		FFY of Grant: <b>2005</b>		
<b>Development Number Name/PHA-Wide Activities</b>	<b>Development Account No.</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost</b>		<b>Status of Work</b>
AW - Staff Training	1408	\$3,949.44	\$3,949.44	\$3,949.44	\$3,949.44	Business Meetings / CI 08-63
AW - Staff Training	1408	\$335.00	\$335.00	\$335.00	\$335.00	TAHRA / CI 08-59
AW - Staff Training	1408	\$335.00	\$335.00	\$335.00	\$335.00	TAHRA / CI 08-62
AW - Computer Hardware	1475	\$4,720.50	\$4,720.50	\$4,720.50	\$4,720.50	Dell Marketing / 34716
AW - Computer Hardware	1475	\$13,241.76	\$13,241.76	\$13,241.76	\$13,241.76	Dell Marketing / 34715
AW - Computer Hardware	1475	\$14,380.78	\$14,380.78	\$14,380.78	\$14,380.78	CDW-G / 34954
AW - Computer Hardware	1475	\$231.00	\$231.00	\$231.00	\$231.00	CDW-G / NO P.O.
AW - Computer Hardware	1475	\$4,400.00	\$4,400.00	\$4,400.00	\$4,400.00	Master IT / 36248
AW - Computer Hardware	1475	\$79.61	\$79.61	\$79.61	\$79.61	Staples / NO P.O.
AW - Office Rquipment/Furniture	1475	\$460.00	\$460.00	\$460.00	\$460.00	EH Clarke / 34940
AW - Office Rquipment/Furniture	1475	\$47.82	\$47.82	\$47.82	\$47.82	FPS / 35176
AW - Computer Software	1408	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00	Wisetech / 34916
AW - Computer Software	1408	\$447.50	\$447.50	\$447.50	\$447.50	Mitchell Technology / 34491
AW - CI Sundry Expenses	1410	-\$700.00	-\$700.00	-\$700.00	-\$700.00	Bid Income / NO P.O.
AW - CI Sundry Expenses	1410	\$299.00	\$299.00	\$299.00	\$299.00	Progressive Bus Pub / NO P.O.
AW - CI Sundry Expenses	1410	\$1,427.05	\$1,427.05	\$1,427.05	\$1,427.05	Commerical Appeal / 36010
AW - CI Sundry Expenses	1410	\$364.54	\$364.54	\$364.54	\$364.54	Cooper Blueprint / 33827
AW - CI Sundry Expenses	1410	-\$64.01	-\$64.01	-\$64.01	-\$64.01	VIP Express-HE Ford / NO P.O.
AW - CI Sundry Expenses	1410	\$425.85	\$425.85	\$425.85	\$425.85	Construction Book Exp. / 35227
AW - CI Sundry Expenses	1410	\$136.51	\$136.51	\$136.51	\$136.51	Daily News / 33900
AW - CI Sundry Expenses	1410	\$1,818.38	\$1,818.38	\$1,818.38	\$1,818.38	VIP Express / 33329
AW - CI Sundry Expenses	1410	\$679.07	\$679.07	\$679.07	\$679.07	Silver Star / 33816
AW - CI Sundry Expenses	1410	\$658.48	\$658.48	\$658.48	\$658.48	BKR / 33816
AW - CI Sundry Expenses	1410	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	Dun & Bradstreet / 34919
AW - CI Sundry Expenses	1410	\$523.61	\$523.61	\$523.61	\$523.61	Dun & Bradstreet / NO P.O.
AW - CI Sundry Expenses	1410	\$2,562.43	\$2,562.43	\$2,562.43	\$2,562.43	Cooper / 33827
AW - CI Sundry Expenses	1410	\$984.65	\$984.65	\$984.65	\$984.65	TriState Defender / 33671
AW - CI Sundry Expenses	1410	\$2,079.00	\$2,079.00	\$2,079.00	\$2,079.00	Quarles Kelley / 34675
AW - CI Sundry Expenses	1410	\$71.25	\$71.25	\$71.25	\$71.25	Arkansas Gazette / NO P.O.
AW - CI Sundry Expenses	1410	\$166.35	\$166.35	\$166.35	\$166.35	Arkansas Gazette / 34626
AW - CI Sundry Expenses	1410	\$1,924.92	\$1,924.92	\$1,924.92	\$1,924.92	The Tennessean / 34474
AW - CI Sundry Expenses	1410	\$511.95	\$511.95	\$511.95	\$511.95	Reed - R.S. Means / NO P.O.


PHA Name: <b>Memphis Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No: <b>TN43P00150105</b> CFFP (Yes/No): No		FFY of Grant: <b>2005</b>		
Development Number Name/PHA-Wide Activities	Development Account No.	Total Estimated Cost		Total Actual Cost		Status of Work
AW - CI Sundry Expenses	1410	\$1,127.17	\$1,127.17	\$1,127.17	\$1,127.17	FedEX / NO P.O.
AW - CI Sundry Expenses	1410	\$375.00	\$375.00	\$375.00	\$375.00	NAHRO / NO P.O.
AW - CI Sundry Expenses	1410	\$518.88	\$518.88	\$518.88	\$518.88	Commerical Appeal / NO P.O.
AW - CI Sundry Expenses	1410	\$9,181.44	\$9,181.44	\$9,181.44	\$9,181.44	Commerical Appeal / 32986
AW - CI Sundry Expenses	1410	\$83.44	\$83.44	\$83.44	\$83.44	Knoxville Sentinel / NO P.O.
AW - CI Sundry Expenses	1410	\$249.16	\$249.16	\$249.16	\$249.16	Knoxville Sentinel / 34562
AW - CI Sundry Expenses	1410	-\$150.00	-\$150.00	-\$150.00	-\$150.00	Bid Income / NO P.O.
AW - CI Sundry Expenses	1410					
Signature of Executive Director 		Signature of Public Housing Director		Date		
Date 7-15-10						

**Part III: Implementation Schedule for Capital Fund Financing Program**

PHA Name: <b>Memphis Housing Authority</b>				Federal FFY of Grant: <b>2005</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates <sup>1</sup>
	Original Obligation End	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
<b>ADMINISTRATION AND PLANNING</b>	8/17/2007	8/17/2007	8/17/2009	8/17/2009	
<b>REDEVELOPMENT EFFORTS</b>					
University Place TN 1-60 (Formerly Lamar Terrace)	8/17/2007	8/17/2007	8/17/2009	8/17/2009	
<b>PHYSICAL IMPROVEMENTS</b>					
TN 1-8 Cleaborn Homes		8/17/2007	8/17/2009	8/17/2009	
TN 1-13 Barry Homes	8/17/2007	8/17/2007	8/17/2009	8/17/2009	
TN 1-14 Venson Center	8/17/2007	8/17/2007	8/17/2009	8/17/2009	
TN 1-15 Graves Manor	8/17/2007	8/17/2007	8/17/2009	8/17/2009	
TN 1-18 Jefferson Square	8/17/2007	8/17/2007	8/17/2009	8/17/2009	
TN 1-23 Borda Towers	8/17/2007	8/17/2007	8/17/2009	8/17/2009	
TN 1-61 Harold Ford Sr Villas	8/17/2007	8/17/2007	8/17/2009	8/17/2009	
Signature of Executive Director	Date 7-15-10		Signature of Public Housing Director	Date	

**Part I: Summary**

PHA Name: <b>Memphis Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-06</b>	FFY of Grant: <b>2006</b>
	Replacement Housing Factor Grant No:	FFY of Grant Approval: <b>2006</b>
	Date of CFPP:	

Line	Type of Grant	Total Estimated Cost		Total Actual Cost *	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>1</sup>	\$1,169,190.40	\$1,169,190.40	\$1,169,190.40	\$1,169,190.40
3	1408 Management Improvements	\$1,098,691.30	\$1,098,691.30	\$1,098,691.30	\$1,097,674.96
4	1410 Administration (may not exceed 10% of line 21)	\$584,595.20	\$584,595.20	\$584,595.20	\$583,337.28
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$262,000.00	\$262,000.00	\$262,000.00	\$262,000.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$8,800.00	\$8,800.00	\$8,800.00	\$8,800.00
10	1460 Dwelling Structures	\$1,044,801.37	\$1,044,801.37	\$1,044,801.37	\$1,041,680.44
11	1465 1 Dwelling Equipment - Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00
13	1475 Non-dwelling Equipment	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
14	1485 Demolition	\$1,020,323.25	\$1,020,323.25	\$1,020,323.25	\$1,020,323.25
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495 1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities <sup>4</sup>	\$717,263.48	\$717,263.48	\$717,263.48	\$717,263.48
18a	1501 Collateralization or Debt Service paid by the PHA 9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$6,018,665.00</b>	<b>\$6,018,665.00</b>	<b>\$6,018,665.00</b>	<b>\$6,013,269.81</b>
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				
Signature of Executive Director		Date	Signature of Public Housing Director	Date	
		4/14/2010			

<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

Part II: Supporting Pages

PHA Name: Memphis Housing Authority

Grant Type and Number

Capital Fund Program Grant

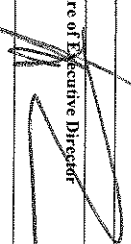
No: TN43P001501-06

CFPP (Yes/No): No

Replacement Housing Factor

FY of Grant: 2006

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 1	Funds Obligated 2	Funds Expended 2	
AMPs	Operations -AMPs	1406		\$1,169,190.40	\$1,169,190.40	\$1,169,190.40	\$1,169,190.40	Complete
Staff Training	CC - AMPs	1408		\$135,818.78	\$135,818.78	\$135,818.78	\$135,818.78	Complete
Resident Training	AMPs	1408		\$8,036.67	\$8,036.67	\$8,036.67	\$8,036.67	Complete
IT Enhancements	Computer Software	1408		\$550,000.00	\$550,000.00	\$530,204.81	\$529,209.33	Complete
IT Enhancements	Computer Software	1408				\$6,411.33	\$6,411.33	Complete
IT Enhancements	Computer Software	1408				\$1,614.21	\$1,614.21	Complete
IT Enhancements	Computer Software	1408				\$3,097.56	\$3,097.56	Complete
IT Enhancements	Computer Software	1408				\$4,272.76	\$4,273.27	Complete
IT Enhancements	Computer Software	1408				\$4,399.33	\$4,399.33	Complete
Security Initiatives	CCP Portion Security Salary	1408		\$381,422.42	\$381,422.42	\$381,401.05	\$381,401.05	Complete
Security Initiatives	CCP Portion Security Salary	1408		\$23,413.43	\$23,413.43	\$23,413.43	\$23,413.43	Complete
Central Office	Management Fee	1410		\$563,635.21	\$563,635.21	\$563,635.21	\$563,635.21	Complete
Central Office	CI Sundry Expenses	1410		\$20,959.99	\$20,959.99			
Central Office	CI Sundry Expenses	1410				\$7,500.00	\$6,929.28	In-Process
Central Office	CI Sundry Expenses	1410				\$6,841.85	\$6,841.85	Complete
Central Office	CI Sundry Expenses	1410				\$158.15	\$0.00	In-Process
Central Office	CI Sundry Expenses	1410				\$4,500.00	\$4,500.00	Complete
Central Office	CI Sundry Expenses	1410				\$1,000.00	\$919.30	In-Process
Central Office	CI Sundry Expenses	1410				\$135.44	\$135.44	Complete
Central Office	CI Sundry Expenses	1410				\$824.55	\$746.20	In-Process
Fee and Costs	Architectural/Engineering Services	1430		\$262,000.00	\$262,000.00	\$262,000.00	\$262,000.00	Complete
TN 1-09 Dixie Homes	Temporary Fencing	1450		\$8,800.00	\$8,800.00	\$8,800.00	\$8,800.00	Complete
TN 1-21 Montgomery Plaza	Window/Door Replacement	1460		\$455,484.77	\$455,484.77	\$455,484.77	\$455,484.77	Complete
TN 1-13 Barry Towers	Roofing	1460		\$136,300.00	\$136,300.00	\$136,300.00	\$136,300.00	Complete
TN 1-21 Montgomery Plaza	Unit Repairs	1460		\$12,108.74	\$12,108.74	\$12,108.74	\$12,108.74	Complete
TN 1-18 Jefferson Square	Roofing Repairs	1460		\$48,986.60	\$48,986.60	\$48,986.60	\$48,986.60	Complete
TN 1-13 Barry Towers	Exterior Abatement	1460		\$286,680.17	\$286,680.17	\$286,680.17	\$286,680.17	Complete
TN 1-02 Foote Homes	Unit Repairs	1460		\$2,451.05	\$2,451.05	\$2,451.05	\$2,451.05	Complete
TN 1-23 Borda Tower	Exterior Abatement	1460		\$453.90	\$453.90	\$453.90	\$453.90	Complete
TN 1-8 Cleburn Homes	Unit Repairs	1460		\$102,336.14	\$102,336.14	\$102,336.14	\$99,215.21	In-Process
TN 1-21 Montgomery Plaza	Adm Bldg Repl	1470		\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	Complete
IT Enhancements	Computer Hardware	1475		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	Complete
TN 1-15 Graves Manor	Demolition	1485		\$1,020,323.25	\$1,020,323.25	\$1,020,323.25	\$1,020,323.25	Complete

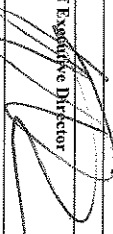
Asstn Park	Redevelopment Efforts	1499							
TN I-60 University Terrace	Redevelopment Efforts	1499							
			\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	Complete
			\$217,263.48	\$217,263.48	\$217,263.48	\$217,263.48	\$217,263.48	\$217,263.48	Complete
Signature of Executive Director		Date		Signature of Public Housing Director		Date			
		4/14/2010							

<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.



**Part III: Implementation Schedule for Capital Fund Financing Program**  
 PHA Name: Memphis Housing Authority Federal FY of Grant: 2006

Development Number/Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates <sup>1</sup>
	Original Obligation End	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
ADMINISTRATION AND PLANNING					
AW-OPERATIONS	7/17/2008		7/17/2010		
AW-ADMINISTRATION	7/17/2008		7/17/2010		
AW-MANAGEMENT IMPROVEMENTS	7/17/2008		7/17/2010		
AW-SECURITY INITIATIVES	7/17/2008		7/17/2010		
AW - FEES AND COSTS	7/17/2008		7/17/2010		
<b>PHYSICAL IMPROVEMENTS</b>					
DIXIE HOMES TN1-09	7/17/2008		7/17/2010		
CLEABORN HOMES TN 1-08	7/17/2008		7/17/2010		
BARRY TOWER TN 1-13	7/17/2008		7/17/2010		
GRAVES MANOR TN 1-15	7/17/2008		7/17/2010		
MONTGOMERY PLAZA TN 1-21	7/17/2008		7/17/2010		
BOEDA TOWER TN 1-23	7/17/2008		7/17/2010		
UNIVERSITY TERRACE TN 1-60	7/17/2008		7/17/2010		
Signature of Executive Director	Date		Signature of Public Housing Director	Date	
	4/14/2010				



**Part I: Summary**

PHA Name: <b>Memphis Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No: <b>TN43P001501-07</b>	FY of Grant: <b>2007</b>
	Replacement Housing Factor Grant No:	FY of Grant Approval: <b>2007</b>
	Date of CHFP:	

Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending <u>03/31/2010</u>	Summary by Development Account	Total Estimated Cost		Total Actual Cost *	
			Original	Revised <sup>2</sup>	Obligated	Expended
1		Total non-CFP Funds				
2		1406 Operations (may not exceed 20% of line 21) <sup>1</sup>	\$566,821.90	\$566,821.90	\$566,821.90	\$566,821.90
3		1408 Management Improvements	\$100,000.00	\$100,000.00	\$99,656.25	\$99,656.25
4		1410 Administration (may not exceed 10% of line 21)	\$566,821.90	\$566,821.90	\$566,821.90	\$566,572.22
5		1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6		1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7		1430 Fees and Costs	\$757,575.00	\$745,584.24	\$745,584.24	\$719,183.63
8		1440 Site Acquisition	\$29,500.00	\$29,500.00	\$29,500.00	\$29,500.00
9		1450 Site Improvement	\$879,443.17	\$879,443.17	\$879,443.17	\$879,443.17
10		1460 Dwelling Structures	\$375,057.03	\$448,707.79	\$448,027.79	\$448,027.79
11		1465, 1 Dwelling Equipment — Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12		1470 Non-dwelling Structures	\$43,000.00	\$24,140.00	\$24,131.00	\$24,131.00
13		1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14		1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
16		1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17		1495, 1 Relocation Costs	\$50,000.00	\$7,200.00	\$5,498.75	\$3,947.75
18		1499 Development Activities <sup>4</sup>	\$2,300,000.00	\$2,300,000.00	\$2,200,000.00	\$1,877,118.99
18a		1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba		9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19		1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20		<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$5,668,219.00</b>	<b>\$5,668,219.00</b>	<b>\$5,565,485.00</b>	<b>\$5,214,202.70</b>
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				
Signature of Executive Director		Date	Signature of Public Housing Director		Date	
		4/14/2010				

<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.

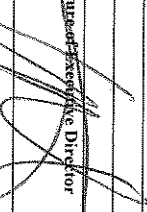
**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority

Grant Type and Number:  
 Capital Fund Program Grant No:  
 TN43P001501-07

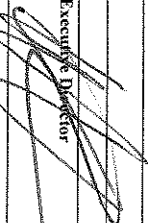
FFY of Grant: 2007

CEFP (Yes/No): No  
 Replacement Housing Factor

Development Number/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>	
AMPs	Operations -AMPs	1406		\$566,821.90	\$566,821.90	\$566,821.90	\$566,821.90	Completed
Staff Training	CC - AMPs	1408		\$74,635.49	\$74,635.49	\$74,291.74	\$74,291.74	Com
Resident Training	AMPs	1408		\$25,364.51	\$25,364.51	\$25,364.51	\$25,364.51	Com
Central Office	Management Fee	1410		\$536,821.90	\$536,821.90	\$536,821.90	\$536,821.90	Com
Central Office	CI Sanitary Expenses	1410		\$30,000.00	\$30,000.00	\$30,000.00	\$29,550.32	In-Process
Fee and Costs	Architectural/Engineering Services	1430		\$250,924.69	\$250,924.69	\$250,924.69	\$224,524.08	In-Process
Fee and Costs	Construction Oversight/Supervision	1430		\$494,659.55	\$494,659.55	\$494,659.55	\$494,659.55	Completed
Site Acquisition	Real Estate Appraisals	1440		\$29,500.00	\$29,500.00	\$29,500.00	\$29,500.00	Completed
TN 1-21 Montgomery Plaza	Site Improvements	1450		\$879,443.17	\$879,443.17	\$879,443.17	\$879,443.17	Completed
TN 1-02 Foote Homes	Renovation/Repairs	1460		\$73,650.76	\$46,678.12	\$59,148.00	\$59,148.00	Completed
TN 1-08 Cleburn Homes	Renovation/Repairs	1460		\$0.00	\$26,972.64	\$41,744.42	\$41,744.42	Completed
TN 1-21 Montgomery Plaza	Renovation/Repairs	1460		\$210,539.83	\$210,539.83	\$184,844.17	\$184,844.17	Completed
TN 1-14 Vanson Center	Renovation/Repairs	1460		\$10,234.00	\$10,234.00	\$9,640.00	\$9,640.00	Completed
TN 1-49 Uplown Rental Phase I	Security Doors	1460		\$21,590.74	\$21,590.74	\$21,590.74	\$21,590.74	Completed
TN 1-51 Askew Place	Renovation/Repairs	1460		\$30,464.00	\$30,464.00	\$28,832.00	\$28,832.00	Completed
TN 1-55 G.E. Patterson Pointe	Renovation/Repairs	1460		\$28,070.00	\$28,070.00	\$27,200.00	\$27,200.00	Completed
TN 1-58 Uplown Homes	Security Doors	1460		\$39,435.08	\$39,435.08	\$39,435.08	\$39,435.08	Completed
TN 1-59 Uplown Homes Phase IV	Security Doors	1460		\$34,723.38	\$34,723.38	\$34,723.38	\$34,723.38	Completed
TN 1-21 Montgomery Plaza	Non-Dwelling Structures	1470		\$6,140.00	\$6,140.00	\$1,716.00	\$1,716.00	Completed
TN 1-43 College Park	Non-Dwelling Structures	1470		\$0.00	\$0.00	\$22,415.00	\$22,415.00	Completed
Central Office	Relocation	1470		\$18,000.00	\$18,000.00	\$0.00	\$0.00	
Relocation Costs	Relocation	1495		\$7,200.00	\$7,200.00	\$5,498.75	\$3,947.75	In-Process
Dixie Office TN	Redevelopment Efforts	1499		\$500,000.00	\$500,000.00	\$400,000.00	\$77,118.99	In-Process
Hornlake TN 1-62	Redevelopment Efforts	1499		\$1,800,000.00	\$1,800,000.00	\$1,800,000.00	\$1,800,000.00	Completed
Signature of Executive Director		Date		Signature of Public Housing Director		Date		
		4/14/2010						

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

**Part III: Implementation Schedule for Capital Fund Financing Program**  
 PHA Name: Memphis Housing Authority

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates <sup>1</sup>
	Original Obligation End	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AW-OPERATIONS	9/30/2009		9/30/2011		
AW-ADMINISTRATION	9/30/2009		9/30/2011		
AW-MANAGEMENT IMPROVEMENTS	9/30/2009		9/30/2011		
AW-REAL ESTATE APPRAISALS	9/30/2009		9/30/2011		
AW-FEES AND COSTS	9/30/2009		9/30/2011		
AW-RELOCATION	9/30/2009		9/30/2011		
<b>PHYSICAL IMPROVEMENTS</b>					
VENSON CENTER TN 1-14	9/30/2009		9/30/2011		
MONTGOMERY PLAZA TN 1-21	9/30/2009		9/30/2011		
UPTOWN RENTAL PHASE I TN 1-49	9/30/2009		9/30/2011		
UPTOWN HOMES TN 1-58	9/30/2009		9/30/2011		
UPTOWN RENTAL PHASE IV TN 1-59	9/30/2009		9/30/2011		
<b>DEVELOPMENT ACTIVITY</b>					
HORN LAKE TN 1-62	9/30/2009		9/30/2011		
DIXIE OFFSITE TN	9/30/2009		9/30/2011		
Signature of Executive Director  Date <u>4/14/2010</u>					
Signature of Public Housing Director _____ Date _____					

**Part I: Summary**  
 PHA Name: **Memphis Housing Authority**

Grant Type and Number  
 Capital Fund Program Grant No:  
**TN43P001501-08**  
 Replacement Housing Factor  
 Grant No:  
 Date of CFFP:

FFY of Grant: **2008**  
 FFY of Grant Approval: **2008**

**Type of Grant**

Original Annual Statement  
 Reserve for Disasters/Emergencies  
 Revised Annual Statement (revision no. \_\_\_\_\_)  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost *	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>1</sup>	\$499,238.00	\$499,238.00	\$499,238.00	\$499,238.00
3	1408 Management Improvements	\$100,000.00	\$100,000.00	\$94,488.54	\$94,488.54
4	1410 Administration (may not exceed 10% of line 21)	\$499,238.00	\$499,238.00	\$499,238.00	\$499,310.33
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$777,575.00	\$777,575.00	\$777,575.00	\$364,812.86
8	1440 Site Acquisition	\$20,000.00	\$20,000.00	\$20,000.00	\$8,000.00
9	1450 Site Improvement	\$341,516.00	\$626,516.00	\$566,750.46	\$145,221.43
10	1460 Dwelling Structures	\$1,345,703.00	\$1,345,703.00	\$1,345,703.00	\$865,760.83
11	1465. 1 Dwelling Equipment — Nonexpendable	\$122,600.00	\$122,600.00	\$122,600.00	\$122,600.00
12	1470 Non-dwelling Structures	\$0.00	\$63,000.00	\$63,000.00	\$0.00
13	1475 Non-dwelling Equipment	\$0.00	\$52,000.00	\$52,000.00	\$0.00
14	1485 Demolition	\$786,510.00	\$786,510.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495. 1 Relocation Costs	\$300,000.00	\$100,000.00	\$100,000.00	\$29,006.50
18	1499 Development Activities <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00
18a	1501 Collateralization or Debt Service paid by the PHA 9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2-19)	\$4,992,380.00	\$4,992,380.00	\$4,140,593.00	\$2,623,438.49
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				
Signature of Executive Director		Date <b>4/14/2010</b>		Signature of Public Housing Director	
				Date	

<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.

**Part II: Supporting Pages**  
 PHA Name: **Memphis Housing Authority**

Grant Type and Number

Capital Fund Program Grant No:

TN43P001501-08

CFPP (Year/No): No

FY of Grant: **2008**

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>	
Agency Wide	Operations	1406		\$199,238.00	\$199,238.00	\$199,238.00	Complete	
Management Improvements	Staff Training	1408		\$69,995.32	\$69,995.32	\$69,995.32	Complete	
Agency Wide	Management Fee for COCC	1410		\$30,004.68	\$30,004.68	\$30,215.65	Complete	
Capital Improvements	Sundry Expenses	1410		\$20,000.00	\$20,000.00	\$15,072.33	Complete	
Agency Wide	Architectural/Engineering Services	1430		\$515,975.00	\$383,103.72	\$53,813.81	In-Process	
TN 1-23 Board Tower	Architectural/Engineering Services	1430			\$714.71		In-Process	
TN 1-23 Board Tower	Architectural/Engineering Services	1430			\$14,936.00		In-Process	
TN 1-02 Foote Homes	Architectural/Engineering Services	1430			\$4,272.88		In-Process	
TN 1-08 Cleaborn Homes	Architectural/Engineering Services	1430			\$11,323.12		In-Process	
TN 1-23 Board Tower	Architectural/Engineering Services	1430			\$5,000.00		In-Process	
TN 1-13 Barry Homes	Architectural/Engineering Services	1430			\$38,360.00		In-Process	
Capital Improvements	Construction Oversight/Supervision	1430			\$7,937.66		Complete	
Capital Improvements	Construction Oversight/Supervision	1430			\$932.00		Complete	
Capital Improvements	Construction Oversight/Supervision	1430			\$9,160.00		Complete	
Capital Improvements	Construction Oversight/Supervision	1430			\$7,800.00		Complete	
Capital Improvements	Construction Oversight/Supervision	1430			\$5,225.20		In-Process	
Capital Improvements	Construction Oversight/Supervision	1430			\$262,000.00		In-Process	
TN 1-23 Board Tower	Architectural/Engineering Services	1430			\$6,439.71		In-Process	
TN 1-14 Vernon Center	Architectural/Engineering Services	1430			\$1,680.00		In-Process	
TN 1-18 Jefferson Square	Architectural/Engineering Services	1430			\$1,826.00		In-Process	
TN 1-23 Board Tower	Architectural/Engineering Services	1430			\$1,743.00		In-Process	
TN 1-02 Foote Homes	Architectural/Engineering Services	1430			\$3,402.00		In-Process	
TN 1-08 Cleaborn Homes	Architectural/Engineering Services	1430			\$3,726.00		In-Process	
TN 1-21 Montgomery Plaza	Construction Oversight/Supervision	1430			\$810.00		In-Process	
TN 1-55 G.E. Patterson Pointe	Construction Oversight/Supervision	1430			\$258.00		In-Process	
TN 1-49 Uplown Homes	Construction Oversight/Supervision	1430			\$516.00		In-Process	
TN 1-51 Askew Place	Construction Oversight/Supervision	1430			\$1,038.00		In-Process	
TN 1-46 College Park Family II	Construction Oversight/Supervision	1430			\$1,328.00		In-Process	
TN - 510 Central Office	Construction Oversight/Supervision	1430			\$260.00		In-Process	
Agency Wide	Real Estate Appraisals	1440			\$320,000.00		In-Process	
Agency Wide	Real Estate Appraisals	1440			\$20,000.00		In-Process	
TN 1-02 Foote Homes	Site Improvements	1450			\$248,925.00		In-Process	
TN 1-08 Cleaborn Homes	Site Improvements	1450			\$3,735.00		In-Process	

TN 1-08 Cleabon Homes	Site Improvements	1450	\$377,558.00	\$377,558.00	\$18,400.00	\$18,400.00	In-Process
TN 1-08 Cleabon Homes	Site Improvements	1450			\$58,956.46	\$58,956.46	In-Process
TN 1-14 Vanson Center	Security Gates and Cameras	1450	\$20,000.00	\$20,000.00	\$570.00	\$570.00	In-Process
TN 1-21 Montgomery Plaza	Site Improvements	1450	\$123,958.00	\$208,858.00	\$208,858.00	\$124,038.43	In-Process
TN 1-51 Askew Place	Irrigation System	1450	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	In-Process
TN 1-55 G.E. Peterson Pointe	Drainage Grading	1450	\$15,000.00	\$15,000.00	\$2,212.00	\$2,212.00	In-Process
TN 1-02 Foote Homes	Unit Repairs	1460	\$60,000.00				
TN 1-08 Cleabon Homes	Renovations/Repairs	1460	\$1,075,703.00	\$659,879.78	\$659,879.78	\$779,877.11	In-Process
TN 1-08 Cleabon Homes	Renovations/Repairs	1460	\$0.00	\$228,202.33	\$228,202.33	\$228,202.33	In-Process
TN 1-13 Barry Homes	Renovations/Repairs	1460	\$7,000.00	\$3,943.00	\$3,943.00	\$9,845.00	Complete
TN 1-13 Barry Homes	Renovations/Repairs	1460	\$7,000.00	\$7,000.00	\$7,000.00	\$7,292.44	Complete
TN 1-21 Montgomery Plaza	Renovations/Repairs	1460	\$143,000.00	\$37,346.00	\$37,346.00	\$2,846.00	In-Process
TN 1-23 Becht Tower	Renovations/Repairs	1460	\$0.00	\$7,699.95	\$7,699.95	\$7,699.95	In-Process
TN 1-51 Askew Place	Storm Doors	1460	\$30,000.00	\$0.00	\$0.00		
TN 1-55 G.E. Peterson Pointe	Storm Doors	1460	\$30,000.00	\$0.00	\$0.00		
TN 1-13 Barry Homes	Unit Repairs	1460		\$125,500.00	\$125,500.00		In-Process
TN 1-14 Vanson Center	Renovations/Repairs	1460		\$150,500.00	\$150,500.00		In-Process
TN 1-18 Jefferson Square	Renovations/Repairs	1460		\$119,731.94	\$119,731.94		In-Process
TN 1-02 Foote Homes	Dwelling Equipment	1465		\$15,009.00	\$15,009.00		Complete
TN 1-08 Cleabon Homes	Dwelling Equipment	1465	\$122,600.00	\$122,600.00	\$84,114.00	\$84,114.00	Complete
TN 1-13 Barry Homes	Dwelling Equipment	1465		\$1,772.00	\$1,772.00		Complete
TN 1-14 Vanson Center	Dwelling Equipment	1465		\$5,829.00	\$5,829.00		Complete
TN 1-18 Jefferson Square	Dwelling Equipment	1465		\$3,535.00	\$3,535.00		Complete
TN 1-21 Montgomery Plaza	Dwelling Equipment	1465		\$3,785.00	\$3,785.00		Complete
TN 1-23 Becht Tower	Dwelling Equipment	1465		\$5,430.00	\$5,430.00		Complete
TN 1-52 Traditional Homes	Dwelling Equipment	1465		\$3,126.00	\$3,126.00		Complete
TN 1-21 Montgomery Plaza	Non-Dwelling Structure	1470		\$30,000.00	\$30,000.00		In-Process
TN-510 Central Office	Non-Dwelling Structure	1470		\$33,000.00	\$33,000.00		In-Process
TN 1-21 Montgomery Plaza	Non-Dwelling Equipment	1475		\$52,000.00	\$52,000.00		In-Process
TN 1-08 Cleabon Homes	Demolition	1485	\$786,510.00	\$786,510.00			Planned
Agency Wide	Relocation	1495	\$300,000.00	\$100,000.00	\$100,000.00	\$20,006.50	In-Process

4/14/2010

Signature of Executive Director

Signature of Public Housing Director

Date

Date

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

2 To be completed for the Performance and Evaluation Report.



**Part I: Summary**

PHA Name: <b>Memphis Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No: <b>TN43R001502-08</b>	FFY of Grant: <b>2008</b>
	Replacement Housing Factor Grant No:	FFY of Grant Approval: <b>2008</b>
	Date of CFPP:	

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement Performance and Evaluation Report for Period Ending <u>03/31/2010</u> <input type="checkbox"/> Reserve for Disasters/Emergencies	Original	Total Estimated Cost		Total Actual Cost *	
			Revised <sup>2</sup>	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>1</sup>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	1465. 1 Dwelling Equipment — Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	1495. 1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities <sup>4</sup>	\$2,089,312.00	\$2,089,312.00	\$2,089,312.00	\$1,378,219.00	\$0.00
18a	1501 Collateralization or Debt Service paid by the PHA 9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	\$2,089,312.00	\$2,089,312.00	\$2,089,312.00	\$1,378,219.00	\$0.00
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					
Signature of Executive Director		Date <u>4/14/2010</u>		Signature of Public Housing Director		Date

<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 and 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

**Part III: Implementation Schedule for Capital Fund Financing Program**  
 PHA Name: Memphis Housing Authority

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates <sup>1</sup>
	Original Obligation End	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
Levilakeview Landing TN I-66	6/13/2010		6/13/2012		
Legends Park West TN I-XX	6/13/2010		6/13/2012		
Signature of Executive Director		Date		Signature of Public Housing Director	
		4/19/2010			

**Part I: Summary**

PHA Name: <b>Memphis Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No.: <b>TN43700150109</b> Replacement Housing Factor Grant No.: Date of CFFP:	FY of Grant: <b>2009</b> FFY of Grant Approval: <b>2009</b>
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Type of Grant  
 Original Annual Statement  
 Performance and Evaluation Report for Period Ending 03/31/2010  
 Reserve for Disasters/Emergencies  
 Revised Annual Statement (revision no.: )  
 Final Performance and Evaluation Report


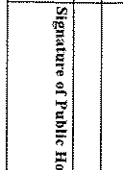
Line	Summary by Development Account	Total Estimated Cost	Revised <sup>2</sup>	Obligated	Total Actual Cost *	Expended
Line	Original					
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>1</sup>	\$499,238.00	\$0.00	\$499,238.00	\$374,428.50	\$0.00
3	1408 Management Improvements	\$16,900.00	\$0.00	\$16,900.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$435,652.50	\$0.00	\$435,652.50	\$326,739.39	\$0.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$762,000.00	\$0.00	\$217,855.11	\$141,536.35	\$0.00
8	1440 Site Acquisition	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$786,904.00	\$0.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$515,830.50	\$0.00	\$1,480.59	\$0.00	\$0.00
11	1465. 1 Dwelling Equipment — Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	1495. 1 Relocation Costs	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities <sup>4</sup>	\$1,050,000.00	\$0.00	\$536,394.28	\$526,615.28	\$0.00
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant: (sum of lines 2-19)	\$4,556,525.00	\$0.00	\$1,707,520.48	\$1,369,319.52	\$0.00
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					
Signature of Executive Director		Date	Signature of Public Housing Director		Date	

<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.

**Part II: Supporting Pages**  
 PHA Name: **Memphis Housing Authority**

Grant Type and Number  
 Capital Fund Program Grant No:  
**TN43P00150109**  
 CFPP (Yes/No): **No**  
 Replacement Housing Factor

FY of Grant: **2009**

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>	
TN 1-2 Peete Homes	Unit Repairs	1460		\$160,830.50				Planned
TN 1-8 Cleaborn Homes	Site Improvements	1450		\$85,000.00				Planned
TN 1-3 Bary Towers	Unit Repairs	1460		\$30,000.00				Planned
TN 1-14 Vanson Center	Unit Repairs	1460		\$15,000.00				Planned
TN 1-18 Jefferson Square	Unit Repairs	1460		\$30,000.00				Planned
TN 1-21 Montgomery Plaza	Site Improvements	1450		\$701,904.00				Planned
TN 1-21 Montgomery Plaza	Dwelling Structures	1460		\$100,000.00				Planned
TN 1-23 Borda Towers	Roofing	1460		\$150,000.00				Planned
TN 1-23 Borda Towers	Unit Repairs	1460		\$30,000.00				Planned
TN 1-46 College Park Family II	Unit Repairs	1460		\$0.00		\$1,480.59		In-Process
College Park Comm Bldg cc 540	Prep/Paint Interior & Exterior	1470		\$130,000.00				Planned
Central Office	Renovations & Repairs	1470		\$20,000.00				Planned
TN 1-8 Cleaborn Homes	Triangle NOIR redevelopment efforts	1499		\$500,000.00		\$500,000.00		Complete
TN 1-8 Cleaborn Homes	Triangle NOIR redevelopment efforts	1499		\$0.00		\$2,000.00		Complete
TN 1-8 Cleaborn Homes	Triangle NOIR redevelopment efforts	1499		\$0.00		\$20,000.00		Complete
TN 1-8 Cleaborn Homes	Triangle NOIR redevelopment efforts	1499		\$0.00		\$13,250.00		Complete
TN 1-8 Cleaborn Homes	Triangle NOIR redevelopment efforts	1499		\$0.00		\$22.00		Complete
TN 1-8 Cleaborn Homes	Triangle NOIR redevelopment efforts	1499		\$0.00		\$884.25		Complete
Agency Wide	Acquisitions	1499		\$350,000.00		\$238.03		Planned
Central Office	Operations - AMFs	1406		\$499,238.00		\$374,428.50		In-Process
Central Office	Management Fee	1410		\$435,652.50		\$326,739.39		In-Process
Central Office	CI Sundry Expenses	1410		\$20,000.00				Planned
Agency Wide	Fees & Costs	1430		\$500,000.00		\$10,000.00		In-Process
Central Office	Construction Oversight/Supervision	1430		\$262,000.00		\$207,855.11		In-Process
Agency Wide	Management Improvement	1408		\$16,900.00		\$16,900.00		In-Process
Agency Wide	Real Estate Appraisals	1440		\$20,000.00				Planned
Agency Wide	Relocation	1495		\$300,000.00				Planned
Signature of Executive Director		Date	Signature of Public Housing Director		Date			
		4/14/2010						

<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.

**Part III: Implementation Schedule for Capital Fund Financing Program**  
 PHA Name: **Memphis Housing Authority** Federal FY of Grant: **2009**

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates <sup>1</sup>
	Original Obligation End	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
TN 1-2 Foote Homes - Unit Repairs	9/15/2011		9/15/2013		
TN 1-8 Cleburn Homes - Site Improvements	9/15/2011		9/15/2013		
TN 1-13 Barry Towers - Unit Repairs	9/15/2011		9/15/2013		
TN 1-14 Venson Center - Unit Repairs	9/15/2011		9/15/2013		
TN 1-18 Jefferson Square - Unit Repairs	9/15/2011		9/15/2013		
TN 1-21 Montgomery Plaza - Site Improvements	9/15/2011		9/15/2013		
TN 1-21 Montgomery Plaza - Dwelling Structures	9/15/2011		9/15/2013		
TN 1-23 Borda Towers - Roofing	9/15/2011		9/15/2013		
TN 1-23 Borda Towers - Unit Repairs	9/15/2011		9/15/2013		
College Park Comm Bldg ce 540 - Prep/Paint Interior & Exterior	9/15/2011		9/15/2013		
Central Office - Renovations & Repairs	9/15/2011		9/15/2013		
Agency Wide - Acquisitions	9/15/2011		9/15/2013		
AMPs - Operations - AMPs	9/15/2011		9/15/2013		
Central Office - Management Fee	9/15/2011		9/15/2013		
Central Office - CI Sundry Expenses	9/15/2011		9/15/2013		
Agency Wide - Fees & Costs	9/15/2011		9/15/2013		
Central Office - Construction Oversight/Supervision	9/15/2011		9/15/2013		
Agency Wide - Real Estate Appraisals	9/15/2011		9/15/2013		
Agency Wide - Relocation	9/15/2011		9/15/2013		
Signature of Executive Director	Date 9/14/2010		Signature of Public Housing Director		Date

**Part H: Summary**

PHA Name: <b>Memphis Housing Authority</b>	Grant Type and Number Capital Fund Program Grant No: <b>TN43500150109</b>	FY of Grant: <b>2009</b>
	Replacement Housing Factor Grant No:	FY of Grant Approval: <b>2009</b>
	Date of CFPP:	

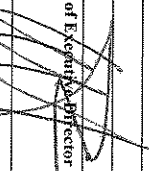
Type of Grant  
 Original Annual Statement  
 Performance and Evaluation Report for Period Ending 03/31/2010  
 Reserve for Disasters/Emergencies  
 Revised Annual Statement (revision no.: 2)  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost *	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>1</sup>	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$385,400.00	\$168,307.17	\$168,307.17	\$63,956.69
4	1410 Administration (may not exceed 10% of line 21)	\$1,325,903.00	\$1,325,903.00	\$1,325,903.00	\$260,194.47
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$500,000.00	\$406,305.00	\$406,305.00	\$302,298.80
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$80,000.00	\$31,695.00	\$31,695.00	\$31,695.00
10	1460 Dwelling Structures	\$1,911,000.00	\$2,223,940.83	\$2,223,940.83	\$169,410.00
11	1465, 1 Dwelling Equipment — Nonexpendable	\$215,000.00	\$249,100.00	\$249,100.00	\$83,200.00
12	1470 Non-dwelling Structures	\$5,000.00	\$10,366.12	\$10,366.12	\$2,060.12
13	1475 Non-dwelling Equipment	\$368,600.00	\$61,885.88	\$61,885.88	\$5,986.88
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities <sup>4</sup>	\$8,241,527.00	\$8,781,527.00	\$8,781,527.00	\$1,942,699.68
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9600 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$226,600.00	\$0.00	\$0.00	\$0.00
20	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$13,259,030.00</b>	<b>\$13,259,030.00</b>	<b>\$13,259,030.00</b>	<b>\$2,861,501.64</b>
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				
Signature of PHA Director		Date	Signature of Public Housing Director	Date	
		4/14/2010			

<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.

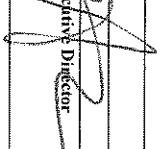
**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority		Grant Type and Number	Total Estimated Cost		Total Actual Cost		Status of Work
Development Number/Name/PHA-Wide Activities		Development Account No.	Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
TN 1-2 Foote Homes		1470	\$0.00	\$8,306.00	\$8,306.00	\$0.00	In-Process
TN 1-2 Foote Homes		1460	\$500,000.00	\$38,075.00	\$38,075.00	\$38,075.00	Completed
TN 1-2 Foote Homes		1460	\$130,000.00	\$38,390.00	\$38,390.00	\$38,390.00	Completed
TN 1-2 Foote Homes		1430	\$0.00	\$16,821.00	\$16,821.00	\$12,615.55	In-Process
TN 1-8 Cleburn Homes		1430	\$0.00	\$8,285.00	\$8,285.00	\$6,213.95	In-Process
TN 1-13 Barry Tower		1465.1	\$50,000.00	\$40,850.00	\$40,850.00	\$20,800.00	In-Process
TN 1-13 Barry Tower		1430	\$0.00	\$27,680.00	\$27,680.00	\$18,650.00	In-Process
TN 1-13 Barry Tower		1430	\$0.00	\$8,082.50	\$8,082.50	\$6,737.50	In-Process
TN 1-13 Barry Tower		1430	\$0.00	\$5,847.45	\$5,847.45	\$5,364.00	In-Process
TN 1-13 Barry Tower		1430	\$0.00	\$9,790.00	\$9,790.00	\$9,790.00	Completed
TN 1-13 Barry Tower		1465.1	\$0.00	\$15,200.00	\$15,200.00	\$9,790.00	In-Process
TN 1-14 Venson Center		1460	\$150,000.00	\$376,347.00	\$376,347.00	\$3,525.00	In-Process
TN 1-14 Venson Center		1460	\$0.00	\$1,480.00	\$1,480.00	\$1,480.00	Completed
TN 1-14 Venson Center		1450	\$0.00	\$34,456.00	\$34,456.00	\$31,695.00	In-Process
TN 1-14 Venson Center		1465.1	\$80,000.00	\$31,695.00	\$31,695.00	\$0.00	Completed
TN 1-14 Venson Center		1430	\$5,000.00	\$40,850.00	\$40,850.00	\$20,800.00	In-Process
TN 1-14 Venson Center		1430	\$0.00	\$25,569.00	\$25,569.00	\$17,456.96	In-Process
TN 1-14 Venson Center		1430	\$0.00	\$8,082.50	\$8,082.50	\$6,737.50	In-Process
TN 1-14 Venson Center		1430	\$0.00	\$5,847.45	\$5,847.45	\$5,364.00	In-Process
TN 1-14 Venson Center		1465.1	\$0.00	\$15,200.00	\$15,200.00	\$9,790.00	In-Process
TN 1-18 Jefferson Square		1465.1	\$55,000.00	\$40,850.00	\$40,850.00	\$20,800.00	In-Process
TN 1-18 Jefferson Square		1430	\$0.00	\$8,082.50	\$8,082.50	\$6,737.50	In-Process
TN 1-18 Jefferson Square		1430	\$0.00	\$5,847.45	\$5,847.45	\$5,364.00	In-Process
TN 1-18 Jefferson Square		1465.1	\$0.00	\$15,200.00	\$15,200.00	\$9,790.00	In-Process
TN 1-21 Montgomery Plaza		1460	\$256,000.00	\$167,450.00	\$167,450.00	\$67,450.00	In-Process
TN 1-21 Montgomery Plaza		1465.1	\$0.00	\$24,900.00	\$24,900.00	\$0.00	In-Process
TN 1-23 Borda Towers		1460	\$240,000.00	\$470,871.00	\$450,766.00	\$0.00	In-Process
TN 1-23 Borda Towers		1460	\$0.00	\$0.00	\$20,105.00	\$20,490.00	In-Process
TN 1-23 Borda Towers		1460	\$80,000.00	\$136,129.00	\$136,129.00	\$20,800.00	In-Process
TN 1-23 Borda Towers		1465.1	\$55,000.00	\$40,850.00	\$40,850.00	\$20,800.00	In-Process
TN 1-23 Borda Towers		1430	\$0.00	\$8,082.50	\$8,082.50	\$6,737.50	In-Process
TN 1-23 Borda Towers		1430	\$0.00	\$5,847.45	\$5,847.45	\$5,364.00	In-Process
TN 1-23 Borda Towers		1430	\$0.00	\$28,620.00	\$28,620.00	\$15,650.00	In-Process

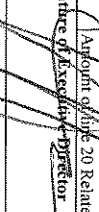
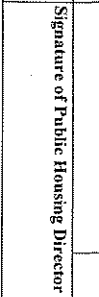
TN 1-23 Borda Towers	1430	\$0.00	\$25,569.00	\$25,569.00	\$17,456.96	In-Process
TN 1-23 Borda Towers	1465.1	\$0.00	\$15,200.00	\$15,200.00		In-Process
CC 540 College Park CB	1470	\$5,000.00	\$2,060.12	\$2,060.12	\$2,060.12	Completed
CC 540 College Park CB	1475	\$55,000.00	\$24,400.00	\$24,400.00		In-Process
CC 540 College Park CB	1430	\$0.00	\$5,847.45	\$5,847.45	\$5,345.22	In-Process
TN 1-46 College Park Family II	1460	\$555,000.00	\$3,815.00	\$3,815.00	\$0.00	In-Process
TN 1-46 College Park Family II	1460	\$0.00	\$847,784.83	\$847,784.83	\$0.00	In-Process
TN 1-46 College Park Family II	1430	\$0.00	\$35,089.14	\$35,089.14	\$26,126.90	In-Process
AW	1460	\$0.00	\$109,143.00	\$109,143.00	\$0.00	In-Process
AW	1410	\$1,325,903.00	\$1,325,903.00	\$1,325,903.00	\$260,194.47	In-Process
AW	1408	\$385,400.00	\$168,307.17	\$63,956.69	\$63,956.69	Completed
AW	1408	\$0.00	\$0.00	\$12,000.00	\$0.00	In-Process
AW	1408	\$0.00	\$0.00	\$31,498.98	\$0.00	In-Process
AW	1408	\$0.00	\$0.00	\$11,007.50	\$0.00	In-Process
AW	1408	\$0.00	\$0.00	\$49,844.00	\$0.00	In-Process
AW	1430	\$500,000.00	\$42,722.61	\$42,722.61	\$0.00	In-Process
AW	1430	\$0.00	\$124,592.00	\$124,592.00	\$124,592.00	Completed
AW	1475	\$313,600.00	\$31,499.00	\$31,499.00		In-Process
AW	1475	\$0.00	\$936.00	\$936.00		Completed
AW	1475	\$0.00	\$4,338.88	\$4,338.88	\$4,338.88	Completed
AW	1475	\$0.00	\$712.00	\$712.00	\$712.00	Completed
AW	1499	\$8,241,527.00	\$8,241,527.00	\$312,001.64	\$312,001.64	Completed
AW	1499			\$3,991,577.00	\$619,651.00	In-Process
AW	1499			\$3,937,998.36	\$473,428.20	In-Process
AW	1502	\$226,600.00	\$540,000.00	\$540,000.00	\$537,618.84	In-Process
AW			\$0.00			
Signature of Executive Director	Date	Signature of Public Housing Director	Date			
	4/14/2010					



**Part III: Implementation Schedule for Capital Fund Financing Program**  
 PHA Name: Memphis Housing Authority

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates <sup>1</sup>
	Original Obligation End	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
TN 1-2 Foye Homes	3/17/2010		3/17/2012		
TN 1-8 Cheabon Homes	3/17/2010		3/17/2012		
TN 1-13 Barry Towers	3/17/2010		3/17/2012		
TN 1-14 Verson	3/17/2010		3/17/2012		
TN 1-18 Jefferson Square	3/17/2010		3/17/2012		
TN 1-21 Montgomery Plaza	3/17/2010		3/17/2012		
TN 1-23 Borda Towers	3/17/2010		3/17/2012		
TN 1-43 College Park	3/17/2010		3/17/2012		
Signature of Executive Director	Date		Signature of Public Housing Director	Date	
	4/14/2010				

**Part I: Summary**  
 PHA Name: **Memphis Housing Authority**  
 Grant Type and Number: **Capital Fund Program Grant No: TN43R001501-09**  
 Replacement Housing Factor Grant No: **FFY of Grant Approval: 2009**  
 Date of CFFP: \_\_\_\_\_

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost *	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>1</sup>	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$0.00	\$0.00	\$0.00	\$0.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
11	1465. 1 Dwelling Equipment — Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495. 1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities <sup>4</sup>	\$3,185,983.00	\$3,185,983.00	\$3,185,983.00	\$2,100,000.00
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9900 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$3,185,983.00</b>	<b>\$3,185,983.00</b>	<b>\$3,185,983.00</b>	<b>\$2,100,000.00</b>
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				
Signature of Executive Director		Signature of Public Housing Director		Date	
				4/14/2010	

<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.

**Part II: Supporting Pages**

PHA Name: Memphis Housing Authority	Grant Type and Number	Capital Fund Program Grant No:	FFY of Grant: 2009	Total Estimated Cost			Total Actual Cost		Status of Work
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	Status of Work	
				TN I-66 LeVakeview Landing	Redevelopment Efforts	1499			\$2,100,000.00
TN I-15 Graves Manor	Redevelopment Efforts	1499		\$1,085,983.00	\$1,085,983.00	\$1,085,983.00		Planned	
Signature of Executive Director			Date	Signature of Public Housing Director			Date		
			4/14/2010						

<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.

**Part III: Implementation Schedule for Capital Fund Financing Program**

Federal FY of Grant: 2009

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised Target Dates <sup>1</sup>
	Original Obligation End	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
DEVELOPMENT ACTIVITY					
Levilakeview Landing TN 1-66	10/29/2011		10/29/2013		
Graves Manor TN 1-15	10/29/2011		10/29/2013		
Signature of Executive Director			Signature of Public Housing Director		
	Date			Date	
	4/14/2010				

**Part I: Summary**

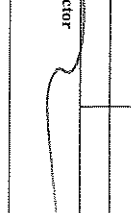
PHA Name: **Memphis Housing Authority**  
 Grant Type and Number: **Capital Fund Program Grant No. TN43R001502-09**  
 Replacement Housing Factor Grant No.: **Replacement Housing Factor Grant No.**  
 Date of CFFP: **FFY of Grant: 2009**  
 FFY of Grant Approval: **2009**

Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending <u>03/31/2010</u>	Summary by Development Account	Total Estimated Cost		Total Actual Cost *	
			Original	Revised <sup>2</sup>	Obligated	Expended
1		Total non-CFP Funds				
2		1406 Operations (may not exceed 20% of line 21) <sup>1</sup>	\$0.00	\$0.00	\$0.00	\$0.00
3		1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00
4		1410 Administration (may not exceed 10% of line 21)	\$0.00	\$0.00	\$0.00	\$0.00
5		1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6		1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7		1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00
8		1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9		1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00
10		1460 Dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
11		1465 1 Dwelling Equipment — Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12		1470 Non-dwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13		1475 Non-dwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14		1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
16		1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17		1495 1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18		1499 Development Activities <sup>4</sup>	\$2,188,020.00	\$2,188,020.00	\$2,188,020.00	\$0.00
18a		1501 Collateralization or Debt Service paid by the PHA 9600 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19		1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20		<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$2,188,020.00</b>	<b>\$2,188,020.00</b>	<b>\$2,188,020.00</b>	<b>\$0.00</b>
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				

Signature of **Assistant Director** *[Signature]* Date **4/14/2010**  
 Signature of **Public Housing Director** \_\_\_\_\_ Date \_\_\_\_\_

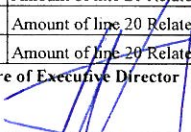
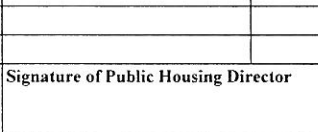
<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

**Part II: Supporting Pages**

PIA Name: Memphis Housing Authority		Grant Type and Number		FFY of Grant: 2009				
		Capital Fund Program Grant No: TN43R001502-09						
		CFPP (Yes/No): No						
		Replacement Housing Factor						
Development Number Name/PIA-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>	
Legends Park West TN I-XXX	Redevelopment Efforts	1499		\$334,288.00	\$334,288.00	\$334,288.00		Planned
Cypresswood TN I-XXX	Redevelopment Efforts	1499		\$1,853,732.00	\$1,853,732.00	\$1,853,732.00		Planned
Signature of Executive Director		Date		Signature of Public Housing Director		Date		
		4/14/2010						

<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 I: Summary</b>		Grant Type and Number Capital Fund Program Grant No: <b>TN0010000909G</b> Replacement Housing Factor Grant No Date of CFFP:		FFY of Grant: <b>2009</b> FFY of Grant Approval: <b>2009</b>	
PHA Name: <b>Memphis Housing Authority</b>					
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no. <u>    </u> ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending <u>05/31/2010</u> <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost *	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>1</sup>	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$215,451.00	\$0.00	\$0.00	\$0.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$1,648,018.00	\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$4,290,391.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$1,252,280.00	\$0.00	\$0.00	\$0.00
11	1465. 1 Dwelling Equipment — Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Non-dwelling Structures	\$152,036.00	\$0.00	\$0.00	\$0.00
13	1475 Non-dwelling Equipment	\$505,515.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$661,555.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495. 1 Relocation Costs	\$135,292.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities <sup>4</sup>	\$0.00	\$0.00	\$0.00	\$0.00
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.00	\$0.00	\$0.00	\$0.00
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	<b>Amount of Annual Grant: (sum of lines 2-19)</b>	<b>\$8,860,538.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
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				
Signature of Executive Director		Date		Signature of Public Housing Director	
		7.15.10			

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

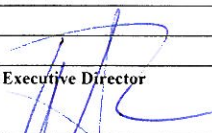
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement

<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.



**Part II: Supporting Pages**

PHA Name: <b>Memphis Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No. <b>TN0010000909G</b> CFFP (Yes/No) <b>No</b> Replacement Housing Factor			FFY of Grant: <b>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 <sub>2</sub>	
TN 1-XX Legends Park - West	Relocation	1495		\$135,292.00				
TN 1-XX Legends Park - West	Demolition	1485		\$661,555.00				
TN 1-XX Legends Park - West	Non Dwelling Equipment	1475		\$505,515.00				
TN 1-XX Legends Park - West	Non Dwelling Structures	1470		\$152,036.00				
TN 1-XX Legends Park - West	Dwelling Structures	1460		\$1,252,280.00				
TN 1-XX Legends Park - West	Site Improvements	1450		\$4,290,391.00				
TN 1-XX Legends Park - West	Fees & Costs	1430		\$1,648,018.00				
Central Office	Management Fee	1410		\$215,451.00				
Signature of Executive Director		Date		Signature of Public Housing Director		Date		
		7-15-10						

<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.



# Capital Fund Program Five-Year Action Plan

## Part I: Summary

PHA Name: Memphis Housing Authority		<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2011 PHA FY:	Work Statement for Year 3 FFY Grant: 2012 PHA FY:	Work Statement for Year 4 FFY Grant: 2013 PHA FY:	Work Statement for Year 5 FFY Grant: 2014 PHA FY:
	Annual Statement				
TN 1-2 Foote Homes		30,000	0	0	0
TN 1-8 Cleaborn Homes		0	0	0	0
TN 1-13 Barry Homes		630,000	680,000	630,000	630,000
TN 1-18 Jefferson Square		630,000	680,000	630,000	630,000
TN 1-23 Borda Towers		630,000	653,220	630,000	630,000
TN 1-21 Montgomery Plaza		423,220	330,000	330,000	330,000
TN 1-14 Venson Center		700,000	700,000	703,220	703,220
TN 1-51 Askew Place		0	0	60,000	60,000
TN 1-55 Fowler Multi-Family		0	0	60,000	60,000
HA-Wide Non-Physical Activities		1,513,305	1,513,305	1,513,305	1,513,305
<b>CFP Funds Listed for 5 Year Planning</b>		<b>4,556,525</b>	<b>4,556,525</b>	<b>4,556,525</b>	<b>4,556,525</b>
<b>Replacement Housing Factor Funds</b>		<b>5,374,002</b>	<b>5,374,002</b>	<b>5,374,002</b>	<b>5,374,002</b>

Activities for Year :\_2\_\_\_\_  
 FFY Grant: 2011  
 PHA FY:

Activities for Year: \_3\_\_\_\_  
 FFY Grant: 2012  
 PHA FY:

Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
TN 1-02 Foote Homes	Unit Repairs	30,000	TN 1-02 Foote Homes	Unit Repairs	0
TN 1-13 Barry Homes	Unit Repairs	630,000	TN 1-13 Barry Homes	Unit Repairs	680,000
TN 1-14 Venson Center	Unit Repairs	700,000	TN 1-14 Venson Center	Unit Repairs	700,000
TN 1-18 Jefferson Square	Unit Repairs	630,000	TN 1-18 Jefferson Square	Unit Repairs	680,000
TN 1-21 Montgomery Plaza	Unit Repairs	423,220	TN 1-21 Montgomery Plaza	Unit Repairs	330,000
TN 1- 23 Borda Towers	Units Repairs	630,000	TN 1-23 Borda Towers	Unit Repairs	653,220
AW	Operations	455,653	AW	Operations	455,653
AW	Management Fee	455,653	AW	Management Fee	455,653
AW	CI Sundry Expenses	20,000	AW	CI Sundry Expenses	20,000
AW	A&E Fees & Costs	300,000	AW	A&E Fees & Costs	300,000
AW	Construction Oversight/Supervision	261,999		Construction Oversight/Supervision	261,999
AW	Real Estate Appraisals	20,000	AW	Real Estate Appraisals	20,000
<b>Replacement Housing</b>			<b>Replacement Housing</b>		
Graves Manor I		3,185,982	Graves Manor I		0
Triangle Noir West		2,188,020	Triangle Noir West		3,185,982
Triangle Noir East		0	Triangle Noir East		2,188,020
<b>Total CFP/RHF Estimated Costs</b>		<b>9,930,527</b>			<b>9,930,527</b>

**Capital Fund Program Five-Year Action Plan**  
**Part II: Supporting Pages—Work Activities**

Activities for Year : <u>  4  </u> FFY Grant: 2013 PHA FY:			Activities for Year: <u>  5  </u> FFY Grant: 2014 PHA FY:		
<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
TN 1-13 Barry Homes	Unit Repairs	630,000	TN 1-13 Barry Homes	Unit Repairs	680,000
TN 1-14 Venson Center	Unit Repairs	703,220	TN 1-14 Venson Center	Unit Repairs	703,220
TN 1-18 Jefferson Square	Unit Repairs	630,000	TN 1-18 Jefferson Square	Unit Repairs	630,000
TN 1-21 Montgomery Plaza	Unit Repairs	330,000	TN 1-21 Montgomery Plaza	Unit Repairs	330,000
TN 1- 23 Borda Towers	Units Repairs	630,000	TN 1-23 Borda Towers	Unit Repairs	630,000
TN 1-51 Askew Place	Unit Repairs	60,000	TN 1-51 Askew Place	Unit Repairs	60,000
TN 1-55 Fowler Multi-Family	Unit Repairs	60,000	TN 1-55 Fowler Multi-Family	Unit Repairs	60,000
AW	Operations	455,653	AW	Operations	455,653
AW	Management Fee	455,653	AW	Management Fee	455,653
AW	CI Sundry Expenses	20,000	AW	CI Sundry Expenses	20,000
AW	A&E Fees & Costs	300,000	AW	A&E Fees & Costs	300,000
AW	Construction Oversight/Supervision	261,999		Construction Oversight/Supervision	261,999
AW	Real Estate Appraisals	20,000	AW	Real Estate Appraisals	20,000
<b>Replacement Housing</b>			<b>Replacement Housing</b>		
Triangle Noir West		3,185,982	Triangle Noir West		3,185,982
Triangle Noir East		2,188,020	Triangle Noir East		2,188,020
<b>Total CFP/RHF Estimated Cost</b>		<b>9,930,527</b>			<b>9,930,527</b>

# **MEMPHIS HOUSING AUTHORITY**

## **PET POLICY**

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**Memphis Housing Authority**  
**Pet Policy**

**Purpose:** The purpose of the pet policy of Memphis Housing Authority is to ensure that those residents who desire pets are responsible pet owners and that those residents who do not desire pets are not inconvenienced by pets on the premises. It also is intended to ensure that pets on premises are properly cared for. Further goals of this policy are to ensure a decent, safe and sanitary living environment for existing and prospective tenants and to protect and preserve the physical condition of the premises and financial interest of the Authority. Pets may not leave the owner's apartment except where noted. Such pets will not be allowed to roam either in the Authority's building or on the grounds.

Owning a pet within the Authority's properties is a privilege that must not be abused.

**I. Implementation and Grand-Fathering of Pets**

All pets currently owned by the senior citizen/handicapped resident of the Authority in accordance with P.L. 1990, C. 55 and 24 CFR 924 and who have been issued pet permits by the Authority already are hereby grand fathered and will be issued a new pet permit provided that the owners meet the requirements of the pet permit as described below. (See Schedule B. Pet Permit)

**II. Exclusions**

The Pet Policy does not apply to animals that assist, support or provide service to persons with disabilities or animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities.

**III. Security Deposit Pet Permit**

A security deposit equal to the amount of three hundred (\$300.00) dollars for a dog or cat or other domesticated animals approved by the Executive Director or his designee, plus the utility allowance for the unit, if applicable, will be paid to the Authority at the time the pet permit is issued. The deposit amount for the birdcage or fish tank is fifty (\$50.00) (limit of two (2) twenty (20) gallon tanks per household).



If a payment arrangement is needed, the resident must notify the Authority prior to the issuance of the pet permit. These payment arrangements may not exceed a six (6) month period for dogs, cats, and other domesticated animals approved by the Executive Director or his designee and a two (2) month period for birds and fish. The security deposit will not be used for damages caused by the pet during your tenancy. The security deposit will be used for any damages noted during the tenant's vacate inspection.

The Authority will refund any unused portion of the pet deposit to the tenant within thirty (30) days after the resident vacates from the apartment. The pet deposit is not part of the rent payable by the tenant and will be held in an interest bearing account, with the interest payable to the resident. This interest will not be used in the resident's rent calculation. The Authority will notify the resident of the institution where the security deposit is being held and the corresponding account number.

Please note that if the resident removes permanently the registered pet from the unit or the pet dies, the pet deposit will not be refunded until the entire household vacates the unit. Also, any subsequent pet must meet the conditions of this policy. Therefore, a new pet permit application must be filed with the Authority prior to the pet's residency within your unit. In this case only, the security deposit will be waived.

No security deposit will be required for pets or animals that assist support or provide service to persons with disabilities.

#### **IV. Damages**

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the Authority whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes shrubbery, walls, windows, rugs etc. The Executive Director or his designee will assess reasonable costs for damages.

Management at full repair/replacement cost at the time of discovery of damage, as determined by an inspection, shall correct damages caused by a pet. Residents will be billed for the full repair cost at time of repair. Pet blankets, clothing, bedding, etc. are not to be cleaned or washed in the laundry room for hygienic reasons. Tenants will not alter their unit or outside

areas to create an enclosure for the animal. Nor will the tenant chain or tie the pet to any furniture or appliance.

**VISITORS/GUESTS MAY NOT BRING THEIR PETS ONTO AUTHORITY PROPERTY AT ANY TIME FOR ANY REASON UNLESS SAID PET IS A SERVICE ANIMAL THAT ASSIST, SUPPORT OR PROVIDE SERVICE TO A GUEST OR VISITOR WITH A DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW.**

**V. Development/Site Compliance**

All development and scattered site neighborhoods will abide by all provisions in the Pet Policy. Prior to bringing the pet into a tenant's residence, an application must be filed at the Authority's administrative office located at 700 Adams Avenue, Memphis, Tennessee 38103. If the pet owner is a household member age eighteen (18) years or older, both the head of household and the adult owner must sign the application for the pet permit. Both individuals will be held accountable for the provisions of this policy. In the event that the pet owner is a minor (under the age of eighteen (18)), the head of household will be the only signatory.

**VI. Definition of Pet**

Pets are defined as:

- A. Domesticated dogs, not to exceed twenty-five (25) pounds in weight, fully grown, and meeting the other requirements of this policy.
- B. Domesticated cats, not exceeding fifteen (15) pounds in weight, fully grown, and meeting the other requirements of this policy.
- C. Fish in an approved tank, not exceeding twenty (20) gallons of water (limit of two (2) twenty (20) gallon tanks per household).
- D. Domesticated, caged small birds such as parakeets or canaries.
- E. Reptiles, insects, non-domesticated rodents, farm animals and birds of prey are not permitted.
- F. Residents are expressly prohibited from feeding or harboring stray animals.

- G. The Executive Director or his designee on a case-by-case basis will review other domesticated animals.**
- H. This section will not apply to animals that are necessary as any reasonable accommodations that assist, support or provide service to residents with disabilities.**

## **VII. Pet Application Registration**

**The Authority must photograph all pets. In regard to fish, an Authority representative will photograph an empty tank in your home prior to the issuance of a pet permit. This is to ensure that the permitted size will be utilized. Once the pet permit is issued, an Authority representative will photograph the tank in its habituated state. Dogs and cats will be weighed at the Authority or at a place designated by the Authority. A pet permit will only be issued once the following conditions of the policy have been met.**

- A. The resident (pet owner) must be listed on the most recent lease agreement with the Authority. The household cannot be in arrears in rent.**
- B. The resident must file a Certificate of Municipal Registration of the pet in accordance with local ordinance Chapt3er IX, Section 9-2, and Chapter IX A, Section 9-AZ, for cats and dogs. The Executive Director or his designee on a case-by-case basis will approve other domesticated animals only.**
- C. The resident must sign a statement that he/she will assume all personal financial responsibility for damage to any personal or Authority property caused by the pet and will assume personal responsibility and liability for personal injury to any part caused by said pet.**
- D. The resident must submit the name, address and telephone number of the attending veterinarian to the Authority either annually or whenever there is a change of veterinarian.**
- E. The resident must certify and agree to the terms and conditions of the management of said pet and acknowledges that the pet permit can be revoked after two (2) warning notices for failure to follow the pet management rules. Upon**

revocation of this permit, the resident must remove permanently the pet from the premises within seven (7) calendar days from the date of notice. Failure to do so may result in termination of the apartment dwelling lease.

- F. No more than one (1) animal shall be permitted per unit with the exception of fish/turtles.
- G. All pet permits are valid for a maximum of one (1) year only. The permit must be renewed at Annual Recertification. Failure to renew the pet permit at Annual Recertification will result in the automatic revocation of the pet permit. All of the conditions of this policy must be met prior to the issuance of a new permit. Residents must file evidence, in the form of an acceptable certificate from the veterinarian, establishing that the pet is in good health and that the animal has had the proper current medical shots. For cats and dogs, the inoculation must include, but not limited to, distemper and rabies. Other inoculations may be required, as recommended by the veterinarian, or that is required by state or local law, ordinance or regulation. The resident must also ensure for proper grooming, exercise, and nutrition of the pet.

#### **VIII. Pet Management Plan**

- A. **Neutering:** Neutering of dogs and cats is recommended. If the resident chooses not to have the pet neutered and the pet is disruptive (howling, odors, spraying, chirping etc.), it may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".
- B. **Pet Offspring:** No pet, already pregnant, may be introduced into any unit. No pet's offspring will be allowed. Residents are advised that pets that become pregnant while residing in Authority properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free roaming pets may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".
- C. **Pet Behavior:** If, in the opinion of the Executive Director or his designee, and after two (2) written warnings to the residents, a pet continues to be obstreperous, noisy and a nuisance to neighbors, the pet may be removed from the premises pursuant to the section entitled, "Revocation of Pet Policy".

- D. Birdcages and fish tanks must be cleaned frequently during the week.**
- E. Dogs may pass through the halls, elevators and public spaces for the purpose of being walked, veterinarian visits and going on vacation. The dog must be leashed and must wear proper identification and rabies tag when in transit and muzzled, if required. The leash must be no more than six (6) feet long. Retractable leashes are prohibited inside the building or any Authority premises. Dogs are not permitted to roam at will nor are they allowed to be left alone outside of the unit or secured to any outside fixtures. Pets are not allowed to defecate or urinate on Authority property. Resident owner must comply with the City of Memphis's regulations on pet defecation.**

**If a dog defecates on Authority property, the resident owner is responsible for removing and properly disposing of said waste. If this is not done, this may be ground for removal of the pet from the premises pursuant to this section entitled, "Revocation of Pet Permit". If the dog urinates on the grass, shrubs, trees or flowers on Authority grounds, the resident owner will be responsible for any and all replacement cost of damage incurred. The pet will be removed after two (2) warnings pursuant to the section entitled. "Revocation of Pet Permit".**

- F. Cats: Cats will not be permitted outside of a resident's apartment unless they are either caged or in a carry box when in transit. They may not roam at will. Cats may pass through halls, elevators or public spaces only for the purpose of going to the veterinarian or going on vacation. Cats must use litter pans and may not use the grounds to defecate.**

**Commercial cat litter (not sand, newspaper or dirt) must be used in a litter pan. Pan must be cleaned daily and kept odor free. Litter must be disposed of in double tied plastic bags. These bags must be taken to the first floor chute of a high-rise building for disposal and the development dumpster for a low rise development.**

**Pet waste must be discarded immediately and not stored in the unit. Litter must not be flushed down the toilets, sinks or bathtubs. The head of household will be responsible for the cost of repairs or replacements of any damaged toilets or pipes and these actions can result in the revocation of the pet permit.**

**G. The resident agrees to manage the pet in such a way that it does not contribute to complaints from other tenants regarding behavior and activities of said pet.**

**H. Absence of Owner: No pet may be unattended for more than twenty-four (24) hours, except in the case of a dog, which shall be for no more than twelve (12) hours. If a resident owner wants to go on vacation or becomes ill, arrangements must be made in advance for proper care of the pet. If the Executive Director, or his designee, finds the pet not properly cared for, the pet will be immediately removed from the unit after twenty-four (24) hours and remanded to the pound, kennel or other appropriate authorities. The head of household will be solely responsible to pay for any and all costs for the care of the pet in a pet care facility.**

**In the event of an emergency, which would render the resident unable to care for the pet, the resident agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold the Authority and its employees harmless of any liability in connection with the Pet Emergency Care Plan.**

**I. Whenever Authority employees or its representatives are in the unit, whether it is for a tenant initiated work order, an emergency situation or for an inspection, the dog must be restrained in an area separated and apart from these individuals. Maintenance work will not be done in the apartment when the tenant is not present and there is a dog in the unit.**

**J. In the event that there are fleas in the apartment, the tenant agrees to pay for the defleaing of the unit, by the Authority's professional exterminator.**

**IX. Inspection of Apartment**

**Apartment containing pets must be kept clean and free of odors at all times. The resident agrees, as a condition of accepting the pet permit that the resident's apartment will be available for inspection for compliance of pet policy at any time during working hours with thirty (30) minutes notice. Pet owners also agree to pictures being taken of the pet and living conditions during these inspections.**

**X. Revocation of Pet Permit**

- 1. A pet may be removed from the premises pursuant to state or local laws, ordinance or regulations, or pursuant to the Authority's grievance hearing procedure. The Authority reserves the right to choose the most expeditious remedy process of procedure available according to the circumstances or urgency of the case.**
- 2. In the event that state or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the Authority grievance procedure in any way, the Executive Director, or his designee, may pursue the most expeditious remedy or procedure, to the exclusion of the Authority grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.**
- 3. Nothing contained herein will prohibit the Authority or an appropriate community authority from requiring the removal of any pet from a premises if the pet's conduct or condition is duly determined to constitute, under the provision of state or local law, a nuisance or a threat to the health or safety of other occupants of the Authority premises or other persons in the community where the project is located. This includes, but not limited to, situation in which immediate action is needed for removal of any pet from the premises pursuant to state or local laws. Ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.**
- 4. Tenants are advised that pets may, among other things, be seized, impounded and disposed of for a variety of state and local animal violations including, but not limited to: stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets and cruelty to pets.**
- 5. In cases in which state or local remedies, processes or procedures are not utilized initially for removal of the pet, any decisions made by the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the Authority's grievance procedure.**
- 6. The Authority may revoke a tenant's pet permit and require the tenant to remove the pet from the premises when the Authority determines that any of the following exist:**

- a. The tenant's refusal to comply with these rules and regulations governing domesticated animals, constitutes a violation of federal, state or local building health or use code;
- b. The tenant fails to care properly for the pet;
- c. The tenant fails to properly control the pet by using a leash, if appropriate, or other necessary safety device, when walking or taking the pet to and from the dwelling unit;
- d. The pet has caused damage to the apartment, common areas, personal property or persons;
- e. The pet has bitten, scratched or caused injury to any persons;
- f. The pet makes animal sounds that are generally annoying to tenants and management, for example, loud barking dogs or loud meowing cats;
- g. The pet repeatedly defecates or urinates in the apartment, common area or grounds;
- h. Upon expiration of municipal animal license;
- i. Upon death of the pet; or
- j. Documented medical conditions of tenants affected by the presence of an animal in their unit.

#### **XI. Death of Pet**

The pet owner is responsible for arranging for disposal of any pet. The remains of the pet must be removed from the Authority's property within twenty-four (24) hours of the pet's demise. In addition, documentation from the veterinarian or the agency disposing of the pet's remains must be submitted to the Authority within ten (10) days of the pet's demise.

#### **XII. Vacating Resident Owner**

The pet owner must pay the full fees for professional rug shampooing, if applicable, deodorizing and/or defleaing of the



apartment if, in the judgment of the Executive Director, or his designee, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

**XIII. Incorporation into Lease**

This pet policy is incorporated by reference into the lease of each Authority tenant. The tenant agrees to this as evidenced by his/her signature on Schedule A.

**XIV. Grievance Hearing**

In the event an applicant for a pet permit is denied the permit, the tenant may request an informal grievance hearing.

**Schedule A**

\_\_\_\_\_  
**Date**

I, \_\_\_\_\_,  
**Name of Tenant**

Residing at \_\_\_\_\_,  
**Address (include Apt. #)**

**Memphis, TN. Have received a copy of the Pet Policy on**

\_\_\_\_\_. **This policy was explained to me, by**  
**Date**

**Memphis Housing Authority (the "Authority") representative named**  
**below. At this time, I was given an opportunity to ask questions**  
**about the Pet Policy.**

\_\_\_\_\_  
**Tenant Name (print)**

\_\_\_\_\_  
**Tenant Name (signature)**

\_\_\_\_\_  
**Housing Authority Representative**  
**(print)**

\_\_\_\_\_  
**Housing Authority**  
**Representative (signature)**

**By:** \_\_\_\_\_  
**Development Manager**

## Schedule B

### MEMPHIS HOUSING AUTHORITY

#### PET PERMIT

**1. Parties and Dwelling Unit:**

The parties referenced in this permit are the Memphis Housing Authority (the "Authority") and \_\_\_\_\_ (referred to as the "Resident" or the "Tenant"). The Authority leases to the Resident unit number \_\_\_\_\_, located at \_\_\_\_\_, Memphis, TN.

**2. Length of Time (Term):**

The term of this permit shall begin on \_\_\_\_\_ and end pursuant to the Pet Policy.

**3. Pet Security Deposit:**

The Resident has deposited \$\_\_\_\_\_ with the Authority. The Authority will hold the pet security for the period Tenant occupies the unit. After the Tenant has moved from the unit, the Authority will determine whether the Tenant is eligible for a refund of any or all of the pet security deposit, and make such a refund within thirty (30) days. The pet security deposit will be held at Tri State Bank in Memphis, TN.

**4. The Resident agrees to file a copy of any Municipal Registration or license with the Authority annually and to keep same current.**

**5. The Resident agrees to keep the pet inoculated for rabies and distemper, and to file proof annually, that such inoculations or vaccinations are current.**

**6. The Resident agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet and assumes personal responsibility for injury to any party, caused by the pet.**

**7. The Resident hereby certifies and agrees to the general terms and conditions of the management of this pet by the Resident and understand and acknowledge that the pet can be revoked for failure to follow and abide by the Pet Policy.**

**8. The Resident has read and understands the Pet Policy and agrees that the Pet Policy will amend the lease accordingly.**

**9. The Resident agrees and understands that the Pet Policy is part of the Lease and this permit.**

10. The Resident agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold the Authority and employees harmless of any liability in connection with the Pet Emergency Care Plan.
11. The Resident agrees to pay for any and all costs for the care of the pet care facility, if it becomes necessary, in the event of an emergency.
12. The Resident agrees to any reasonable changes in the Pet Management Rules that may occur in the future.
13. The Resident agrees to make the apartment available for inspection, during normal working hours, upon thirty (30) minutes notice.
14. The Resident agrees to dispose of pet waste and kitty litter by placing said bags in the trash chutes, daily, which are located on the first floor of the High-rises buildings and in the garbage dumpsters provided by the Authority in the low rise development.
15. Failure to Comply with Pet Policy. The Tenant agrees to comply with the rules of the Authority's Pet Policy. Any violation of the rules of the Authority Pet Policy may be grounds for removal of the pet or termination of the pet owner's tenancy, or both, in accordance with the provisions of 24 CFR part 942, governing pet ownership in public housing, 24 CFR part 966, governing lease and grievance procedures, Tennessee State Law and local law.

As a condition of my application for the Pet permit on \_\_\_\_\_, I \_\_\_\_\_, understand and agree to the terms and conditions of the Pet Policy.

\_\_\_\_\_  
Resident (Head of Household)

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Resident (age 18 years older or older)

\_\_\_\_\_  
Date

Description of Pet: \_\_\_\_\_

Memphis Housing Authority

By: \_\_\_\_\_  
Manager

**PET EMERGENCY CARE PLAN**

**Resident Name:** \_\_\_\_\_

**Resident Address:** \_\_\_\_\_

**Phone # (day):** \_\_\_\_\_

**Phone # (evening):** \_\_\_\_\_

**Pet Name:** \_\_\_\_\_

**Breed/type:** \_\_\_\_\_

**Pet Permit Number:** \_\_\_\_\_

List two alternate caretakers who will assume immediate responsibility for the care of the pet should the owner become handicapped, disabled or otherwise unable to care for the pet. These caretakers must sign this pet emergency care plan.

1. **Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Daytime Telephone #:** \_\_\_\_\_  
**Evening Telephone #:** \_\_\_\_\_

2. **Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Daytime Telephone #:** \_\_\_\_\_  
**Evening Telephone #:** \_\_\_\_\_

\_\_\_\_\_  
**Resident (print)**

\_\_\_\_\_  
**Resident (signature)**

\_\_\_\_\_  
**Caretaker 1 (print)**

\_\_\_\_\_  
**Caretaker 1 (signature)**

\_\_\_\_\_  
**Caretaker 2 (print)**

\_\_\_\_\_  
**Caretaker 2 (signature)**

**This form must be returned to the Memphis Housing Authority within ten (10) business days from the date of the issuance of the pet permit.**

**PET RIDER**

This pet rider to the lease between \_\_\_\_\_ and \_\_\_\_\_  
(Resident) (Authority)

is made a part of the lease entered between parties on \_\_\_\_\_  
(Date)

1. Both parties have read, agreed to and signed the attached pet guidelines in effect for complex.
2. The resident will keep his/her pet in a responsible manner and provide proper care for it as provided in said guidelines.
3. In accordance with the Pet Guidelines, the resident will provide the name, address and telephone number, in the spaces provided below, of all pet caretakers who, by signing this form, will assume responsibility for the pet should the resident become unable to care for the pet, including any damages or medical expenses. The resident will also provide the name, address and telephone number of the veterinarian responsible for the pet's health care.

**PET CARETAKER #1**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

**PET CARETAKER #2**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_

VETERINARIAN: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

---

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

**Memphis Housing Authority**

By: \_\_\_\_\_  
Development Manager



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**Topic:** COMMUNITY SERVICE/SELF SUFFICIENCY POLICY **Page/Total**

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<b>Approval:</b>	<b>Effective Date</b>	<b>Release #</b>	<b>Date</b>
	<b>4/08</b>		<b>4/08</b>

---

**A. Background**

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

**B. Definitions**

**Community Service** – volunteer work which includes, but is not limited to:

- Work at a local school, hospital, recreation center, senior center or child care center
- Work with youth or senior organizations
- Work at the Authority to help improve physical conditions
- Work at the Authority to help with children’s programs
- Work at the Authority to help with senior programs
- Helping neighborhood groups with special projects
- Working through resident organization to help other residents with problems
- Caring for the children of other residents so they may volunteer

**NOTE: Political activity is excluded.**

**Self Sufficiency Activities** – activities that include, but are not limited to:

- Job training programs

- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Full time student status at any school, college or vocational school

**Exempt Adult** – an adult member of the family who

- Is 62 years of age or older
- Has a disability that prevents him/her from being gainfully employed
- Is the caretaker of a disabled person
- Is working at least 30 hours per week
- Is participating in a welfare to work program
- Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program
- Is a full-time student

**C. Requirements of the Program**

1. The eight (8) hours per month may be either volunteer work or self sufficiency program activity or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.
4. Family obligations



- At lease execution or re-examination after February 1, 2000, all adult members (18 or older) of a public housing resident family must
    - 1 provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
    - 2 sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non-renewal of their lease.
  - At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
  - If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
5. Change in exempt status:
- If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
  - If, during the twelve (12) month period, an exempt person becomes non-exempt it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

**D. Authority Obligations**

1. To the greatest extent possible and practicable, the Authority will
  - Provide names and contacts of agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. *(According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessary exempt from the Community Service requirement).*
  - Provide in-house opportunities for volunteer work or self sufficiency programs.

2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.
3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
4. Noncompliance of family member
  - At least thirty (120) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
  - If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period.
  - If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
  - The family may use the Authority's Grievance Procedure to protest the lease termination.

## Appendix 1

### Community Service Exemption Certification

I certify that I am eligible for an exemption from the Community Service requirement for the following reason:

- ( ) I am 62 or older
- ( ) I have a disability which prevents me from working  
*(Certification of Disability Form will serve as documentation)*
- ( ) I am working  
*(Employment Verification form will serve as documentation)*
- ( ) I am participating in Welfare to Work Program  
*(Must provide verification letter from agency)*
- ( ) I am receiving TANF and am participating in a required economic self sufficiency program or work activity  
*(Must provide verification from the funding agency that you are complying with job training or work requirements)*
- ( ) I am a full-time student  
*(Must provide verification letter from school attended)*

---

Resident

---

Date

**Community Service Compliance Certification**

I/We have received a copy of, have read and understand the contents of the Authority's Community Service/Self Sufficiency Policy.

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if we do not comply with this requirement, our lease will not be renewed.

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_

Resident \_\_\_\_\_ Date \_\_\_\_\_



**Record and Certification of Community Service  
and Self Sufficiency Activities**

**Resident Name:** \_\_\_\_\_ **Address** \_\_\_\_\_ **Social Security Number** \_\_\_\_\_

Date of Activity Mo/Day/Yr	Type of Service Activity	Type of Training Program	Type of Educational Program	# of Hours	Name of Company or Organization	Signature of Supervising Official
			<b>Total Hours should equal 96</b>			



**Housing Choice Voucher**  
**Homeownership**  
**Policy**





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## **INTRODUCTION**

The Memphis Housing Authority has developed this administrative plan in accordance with the Final Rule published in the Federal Register on September 12, 2000. The final rule was authorized by Section 8(y) of the United States Housing Act of 1937, as amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998. The following “Home Ownership Option” provides tenant-based assistance to an eligible family for the purpose of purchasing and occupying a home.

The MHA Board, upon recommendation from MHA staff, will have responsibility for approving any appropriate changes to the Program. MHA will be responsible for complying with all subsequent changes in HUD regulations pertaining to this Program. If such changes conflict with this Plan, HUD regulations will have precedence.

The policies set forth in this Program Plan are based on the September 12, 2000 final rule and October 18, 2002 revision. If there are conflicts between this Plan and language in an owner’s Housing Assistance Payments contract, the language in the contract will prevail.

## **STATEMENT OF PROGRAM APPROACH**

The purpose of this Administrative Plan is to offer qualifying families the option of homeownership through the new Section 8 Homeownership Assistance Program (SHAPE). The mission of this program is to provide homeownership possibilities through a system grounded upon self-sufficiency, training, counseling and support. As a result, the program will empower people by virtue of becoming new homeowners, foster community pride, and create economic growth while minimizing mortgage defaults.

The Memphis Housing Authority is providing homeownership opportunities through Section 8 rental assistance vouchers. Vouchers may be used to assist you in purchasing an existing single-family home or a home under construction. The Section 8 Homeownership Assistance Program (SHAPE) is available to help participating families transition into homeowners. Qualified individuals can purchase a home and receive a mortgage subsidy for up to 15 years on a 30-year mortgage.

To qualify for assistance under the SHAPE, a family must meet the general requirements for admission to the section 8 tenant-based voucher program and additional special requirements for homeownership assistance. The criteria for determining the amount of the section 8 vouchers are the difference between 30 percent of a household’s income and their total mortgage payment. The housing assistance payment (HAP) combined with income, equals the total mortgage payment which includes principal, interest, taxes and insurance (PITI) made by the household. Although, the homeownership program is open to Section 8 participants, not every Section 8 tenant-based family may be eligible for homeownership assistance.



**Qualification for Home Ownership Assistance:**

The prospective purchaser must meet the following eligibility criteria in order to participate:

- a. Be a Section 8 Voucher holder who is eligible to move.
  - b. Employed for a minimum of one year and work at least 30 hours per week (employment history requirement is not applicable to elderly and disabled families)
  - c. Have a minimum yearly income of \$14,100
  - d. Complete a certified home-ownership counseling program
  - e. First Time Homebuyer or have not owned a home in the past three years
  - f. Enrolled or completed a MHA approved Preparatory Program or have established an Individual Development Account under the auspices of the RISE Foundation. The guidance of these programs will assist the eligible applicant to become mortgage ready.
1. A family must meet the general requirements for admission to the Section 8 tenant-based voucher program (§982.627).
  2. A family must satisfy the minimum income requirements (§982.627c). The family must demonstrate sufficient income to meet a minimum income standard, which is intended to assure that a family will have sufficient income to pay a mortgage and other family expenses not covered by the HAP.
  3. A family satisfies the employment requirements (§982.627d). The family must be able to demonstrate, at the time that the family initially receives home ownership assistance, that one or more adult members of the family have achieved employment for a one year time period as required by HUD’s guidelines. The family must demonstrate that one or more adult members who will own the home is currently employed on a full-time basis (not less than an average of 30 hours per week) and has been continuously employed during the year before commencement of home ownership assistance. Public Housing Relocation participants within HOPE VI must satisfy this requirement as well. Employment history is not applicable to elderly or disabled families.
  4. The family member who will be responsible for the mortgage must attend and satisfactorily complete a pre-assistance home ownership and housing counseling program required by MHA before commencement to homeownership assistance (§982.630).
  5. The family must be a first-time homebuyer or have not owned a home within the last three years (§982.627b). To qualify as a “first-time home owner” the assisted family may not include any person who owned a “present ownership interest” in the residence of any family member in the last three years, and neither the head of household or spouse has defaulted on a mortgage obtained through the home ownership option. (Example: a possible exemption from the first-time home ownership eligibility requirement is a divorced spouse who does not



Section 8 Statement of Homeownership

currently own a home but had joint ownership of a home with their ex-spouse in the last three years.)

- 6. The prospective purchaser must be low or very low income (as defined by HUD based upon family size) at the time the household initially occupies the property. (Gross Annual Income equals total monthly income, received monthly by each adult member of the household multiplied by twelve (before taxes and other deductions). This includes all wages, social security payments, unemployment benefits, interest and dividends payments, child support, and rent royalties. Welfare assistance may not be included.
- 7. Head of Household or spouse must be enrolled or have completed a MHA approved Preparatory Programs or RISE Foundation Save Up Program for the home ownership option. The enrollment is waived for public housing residents who are relocating due to HOPE VI projects and if they are or have paid monthly rent exceeding \$600.

**HOMEOWNERSHIP SELECTION PROCESS:**

Application will be selected in accordance with Federal Regulations as published by the U.S. Department of Housing and Urban Development. Procedures will be as follows:

- A. Eligible Parties:
  - 1. MHA resident who is lease-compliant and is relocated from public housing as a result of dislocation due to demolition or redevelopment of their unit, and who selects SHAPE as their permanent or temporary housing choice in their initial right of return re-certification.
  - 2. Present Section 8 voucher holders that have been within the Section 8 Program for least one year.
  - 3. All home ownership applications will be accepted for consideration during open enrollment.
- B. A preliminary review of the application will be made to determine whether:
  - 1. The application is complete;
  - 2. Credit references and rental history have been provided; and,
    - 1. The applicant satisfies HUD requirements of eligibility.
      - a. Only U.S. citizens and non-citizens with eligible immigration status are eligible for homeownership assistance from HUD.
      - b. The applicant's gross annual income as defined by HUD may not exceed the median income limit as published by HUD. The applicant must be willing and able to pay their portion of the housing expenses, calculated under the Section 8 guidelines.



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- c. All household sizes are eligible, provided the household size does not exceed the maximum family composition as shown in Subsidy Standards and Eligible Property Section. The unit must be the family’s primary residence.
- C. Selection criteria is based up on, but not limited to, the participant’s ability to provide the following:
- a. Demonstrated ability to make timely payments, reflective of history of timely rental, utilities, telephone payments, etc;
  - b. Verification from two prior landlords showing a history of properly maintaining the unit;
  - c. Verification on prior subsidized housing history, concerning, but not limited to, tenancy termination for fraud, non-payment and/or a failure to cooperate with re-certification procedures;
  - d. Good credit references;
  - e. Demonstrated ability to maintain present housing in clean, safe and sanitary condition;
  - f. Family size appropriate for available housing;
  - g. Birth certificates, social security numbers and other legal documentation as requested;
  - h. Be able to pass criminal background record check; and
  - i. Be able to pass verification of any illegal drug usage and/or activity by any household members.

**INCOME AND EMPLOYMENT ELIGIBILITY**

*Final Rule (§982.627c & d)*

For the SHAPE Program, at the time of admission, a family must have on annual income of \$10,300. The participant must have been continuously employed for a minimum of one year. However, the eligible participant must also meet the income and employment requirements established by the lender for a first mortgage loan. The participant must remain employed during the term of homeownership assistance. If employment termination should occur, the participant will receive assistance in searching for new employment through MHA Resident Employment Training Center or any Workforce Development Center. Employment history is not applicable to elderly or disabled families.

Public assistance income cannot be used to determine the family’s minimum income to qualify for home ownership assistance. Public assistance is counted for other program purposes such as income eligibility for the voucher program. However, public assistance income of an elderly family (62 years plus) or disabled family (a family whose head or spouse is elderly or disabled) will count in determining whether the elderly or disabled family has the minimum income to qualify for home ownership assistance. This public assistance only applies to families that satisfy the statutory definition of elderly or disabled family. Public assistance does not apply in the case of a family that includes a disabled person other than the head of household or spouse.

**PARTICIPANT’S CONTRIBUTION**

*Final Rule (§982.625d)*



Participants are required to make a minimum downpayment of three (3%) percent. At least one (1%) percent of the downpayment must come from personal savings. The balance of the downpayment may be advanced from the FSS escrow account, gift, or other sources such as City of Memphis, HCD Division, Down Payment Assistance Program, Tennessee Housing Development Agency Program and non-profit organizations.

**HOMEOWNERSHIP COUNSELING**

*Final Rule (§982.630)*

The program participant must participate and satisfactorily complete MHA’s required pre-assistance homeownership and housing counseling program. This program may consist of a one-on-one session or a classroom style approach with potential homebuyers. The participants will be referred to a HUD-approved housing counseling agency. The housing counseling agency will be required to provide a minimum of 8-10 hours of homebuyer education and training and homebuyer pre-qualification to all program participants. The pre-assistance counseling program will cover the following subjects:

- Home maintenance (including care of grounds)
- Budgeting and money management
- Credit Counseling
- How to obtain home ownership financing and loan pre-approvals
- How to find a home and negotiate the sale price
- Information on Fair Housing
- Counseling will be adapted to family’s needs

On-going counseling will be extended at the discretion of MHA based on individual family circumstances. In the event of mortgage payment delinquency, the counseling agency will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant, the MHA Family Self-Sufficiency Client Services Representative and/or MHA Homeownership Program Coordinator.

**SHAPE PROGRAM**

The SHAPE Program will accept participants from any MHA pre-approved Homeownership Program. The programs outlined below are preparatory programs which are designed to provide various levels of supports to families who are interested in homeownership.

The SHAPE Program is a fast track program which is designed for families who meet all eligibility criteria and have resolved any potential credit issues. Once a family is referred to the SHAPE Program., they will be required to complete all required homeownership classes within ninety days, select a mortgage lender and begin the pre-qualification process. Once the family has provided evidence that they have complete all homeownership classes and have been pre-qualified by a lender, MHA will issue the family a homeownership voucher. The family should identify a home to purchase within sixty days of the issuance of the homeownership vouchers. Extension may be granted on a case-by-case basis.

**PREPARATORY PROGRAMS**





In order to participate in the Section 8 Homeownership Program, the Head of Household or spouse must be actively participating or have successfully completed an approved Homeownership Preparatory Program. The programs identified below satisfy the requirement:

### **MHA HOMEOWNERSHIP PREPARATORY PROGRAM**

The MHA Homeownership Preparatory Program is designed to work with families who meet the income and job requirements but cannot yet be referred to the SHAPE Program due to credit issues. The program will provide support and educational opportunities for families who want to identify their credit problems, learn how to resolve the issues and work on formulating a plan for achieving homeownership. The program will offer both internal case management and external expert advice on credit and homeownership issues. This program is a self-driven program. Participants is responsible for the initiation and implementation all activities in order to accomplish the homeownership goal.. The length of time that each family may participate in this program will depend on their individual financial and credit situation.

### **FAMILY SELF-SUFFICIENCY PROGRAM**

The Memphis Housing Authority offers a Family Sufficiency Program for Public Housing and Section 8 families. The goal of the FSS program is to assist families in achieving financial independence from all government assistance. Although families in the FSS do not have to elect homeownership as a goal, it is strongly encouraged. The FSS Program offers a variety of supportive services tailored to families who need additional support in areas such as credit repair and money management. Additionally, FSS families have the opportunity to accumulate savings in an FSS escrow account that can be used to cover costs associated with purchasing a home including but not limited to closing and down payment costs.

A family may participate in the FSS and SHAPE program simultaneously. However, an FSS family will not be referred to the SHAPE Program until they have met all applicable criteria and have cleared up any credit issues that would present a barrier to achieving homeownership.

Participants in the Family Self-Sufficiency (FSS) may enroll in the SHAPE Program. Homeownership classes can be used as a goal or activity in their individual plan that will educate them in homebuyer's education, credit assessment and counseling programs... During monitoring meetings, the FSS Client Services Representative will discuss any issues regarding homeownership, ascertain home repair needs and status of payment and savings goals, etc.

Funds from a participant's Family Self-Sufficiency escrow account may be used for down payment assistance and/or home maintenance and improvement purposes . However, a participant must meet the criteria established by MHA. All requests will be examined on a case by case basis.

### **RISE FOUNDATION AND SAVE UP INDIVIDUAL DEVELOPMENT ACCOUNT INITIATIVE**





Section 8 Statement of Homeownership

The RISE Foundation is a non-profit corporation. Its mission is to assist Memphis public housing residents in reaching financial self-sufficiency (including Section 8 voucher holders. The Foundation sponsors Save Up, an individual development account initiative for employed residents. Resident participants enrolled in the program attend economic literacy training, open special savings accounts and save \$25 to \$75 per month. RISE matches participants’ savings 2-to-1 up to a combined maximum total of \$5,000. The Foundation partners with agencies that provide credit counseling and asset-specific training. Participants enrolled in the RISE Foundation Save UP program must maintain an Individual Development Account for a period of not less than six months..

**SUBSIDY STANDARDS REQUIREMENTS:** *Final Rule (§982.402 and 982.503)*

Families may choose to purchase a larger or smaller home as long as the Housing Quality Standards requirements are met. The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. The following standards are used for the appropriate bedroom size for the homeownership assistance program:

Number of Bedrooms	Number of Persons	
	<u>Min</u>	<u>Max</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

The subsidy standards are based on the Fair Market Rents (FMR) published annually by the U.S. Department of Housing and Urban Development. The “Payment Standard” reflects the cost of leasing a unit in the Shelby County area. Thirty (30%) percent of the family’s monthly adjusted income may not equal or exceed the payment standard for the unit size the family has been assigned.

A live-in aide may be permitted, if needed, for a person with disabilities.

*NOTE: Payment standard is subject to change annually.*

**ELIGIBLE PROPERTIES:** *Final Rule (§982.628)*

Eligible properties will include existing or newly constructed, single family residences, town homes, zero lot line homes and condominiums located within Memphis Housing Authority’s jurisdiction. The purchased property must be used as the principal residence and:

- a. . A Homebuyer must keep the purchased property as the principal residence and may not, at any time, lease the purchased property. Language to this effect will be incorporated into all Section 8 Homeownership documentation;



- b. The seller of the home has not been debarred, suspended, or subject to a limited denial of participation under CFR 24

The purchased property will require inspection by MHA for Housing Quality Standards and by an independent Home Inspector selected by the family. Any repairs noted by either inspector must be reviewed and accepted by the MHA and the purchaser. MHA and the purchaser must conduct the final walk-thru before closing. Annual Housing Quality Standards inspections will not be conducted.

**PURCHASE REQUIREMENT**

*Final Rule (§982.629)*

A participant has 180 days from the date of issuance of a Homeownership Eligibility Voucher to locate a home and to execute a contract of sale with the seller. Furthermore, the family must close on the home within a reasonable time, as determined by the MHA. The family will be required to report periodically to the Authority on their progress in locating and purchasing a home.

If the family is unable to purchase a home within the maximum time established by this administrative plan, MHA may issue the family a voucher to lease a rental unit.

**SALES CONTRACT**

*Final Rule (§982.631c)*

The participant must enter a sales contract with the seller and provide a copy to MHA. The sales contract must specify:

- a. The purchase price and other terms of sale by the seller to the purchaser.
- b. That the participant will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector and MHA.
- c. That the participant is not obligated to purchase the unit unless the inspection is satisfactory.
- d. That the participant is not obligated to pay for any necessary repairs.
- e. That the purchase price is subject to an independent real estate appraisal.
- f. That the participant shall have not less than thirty (30) days to secure financing.
- g. That the seller is not debarred, suspended, or subject to a limited denial of participation under CFR 24.

The sales contract should include language consistent with the standard Tennessee residential sales contract. The participant should obtain (but is not obligated) legal counsel to review the contract.

**HOME INSPECTION**

*Final Rule (§982.631)*

Upon receipt of an executed sales contract, MHA shall arrange and conduct a Housing Quality Standard (HQS) Inspection as established in 24 CFR 982.401. MHA will conduct the HQS Inspection within 3 to 5 business days from the date of the request by the participant.

The participant must also secure an approved independent, bonded home inspector to perform a visual inspection and produce a written report on the condition of the property. The purpose of this inspection is to determine major defects requiring repairs by the current owner before the property is



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approved for purchase. The independent inspection and report must cover major building systems and components, including foundation and structure, housing interior and exterior, roofing, plumbing, electrical, and heating systems. The independent inspector must provide a copy of the inspection report both to the family and to MHA.

The participant cannot select a MHA employee or contractor, or any other person under the control of MHA to perform the inspection. However, the independent inspector must meet the qualification standards established by MHA.

After completion of the HQS and independent home inspections, MHA will review the written inspection report and issue a letter qualifying or disqualifying the home. Any repairs deemed necessary by the HQS inspector must be completed before closing on the mortgage at the seller’s expense. Repair costs for major items estimated to be over \$1500 will result in a failed HQS inspection and disqualification of the home for assistance under the homeownership option. MHA will not commence homeownership assistance until the property has been inspected and has passed HQS.

Existing and newly constructed homes must be inspected before the closing on the purchase. The sales contract must clearly indicate that execution of the purchase agreement with the seller shall be subject to final inspection and approval of MHA.

**SALE OF HOME**

MHA will not impose or enforce any requirement for the recapture of voucher homeownership assistance on the sale or refinancing of the home purchased under the SHAPE Program. A participant may purchase another home with homeownership assistance; provided, there is no ownership interest in any property or mortgage loan default and it is the participant’s primary home.

Most of the homeownership requirements applicable to the first home purchase remain applicable to subsequent purchases. MHA will determine if further counseling is necessary as well as determining the acceptability of the financing. The family does not have to meet the first homebuyer requirement is the only exception. The established time of fifteen (15) years applies to the cumulative time the family receives homeownership assistance.

**FINANCING**

*Final Rule (§982.632)*

MHA is working to establish partnerships with local lenders to create a source for mortgage financing for program participants. At least four lending institutions have been identified for this purpose. MHA is attentive to abusive and predatory lending practices and seeks to maximize the opportunity for homeownership for Section 8 participants by using conforming conventional lending as well as federal insured and state bond financing when appropriate.

The Down Payment Assistance Department of Housing and Community Development will review all mortgage packages to ensure compliance with program guidelines and to identify down payment and closing costs assistance necessary to complete the transaction.



The Housing Counseling Centers will play significant role in credit counseling and credit record reconciliation to prepare participants for mortgage-readiness.

MHA reserves the right to review lender qualifications, loan terms and fees before closing on a loan and authorizing homeownership assistance. Additionally, MHA may disapprove proposed, refinancing or other debt if it is determined that the debt is not affordable or that either the lender or the loan terms do not meet MHA qualifications. In making this determination, MHA may take into account other family expenses, such as childcare, non-reimbursed medical expenses, homeownership expenses, and other family expenses as determined by MHA.

First mortgage lenders are not allowed to charge fees that exceed 1% of market interest rates and/or discounts points applicable to comparable products the lender offers. Owner financing is not permitted unless the seller is a non-profit organization approved by MHA.

MHA will provide a participating lender's list; however, all participants must secure their own financing. Only 30 year, fixed rate, level payment, fully amortizing loans are eligible for use in the program. Participants may not secure adjustable rate mortgages nor mortgages with balloon payments.

Qualifying income will consist of a combination of the participant's Housing Assistance Payment (HAP) paid by MHA and the participant's earned income. The maximum purchase price will be based on mortgage affordability using 29% housing to income and 40% debt to income qualifying ratios and use of any down payment funds secured by the participant.

Currently, the Federal National Mortgage Association (Fannie Mae) and the Federal Home Loan Mortgage Corporation (Freddie Mac) have developed guidelines for approved seller/servicer lenders to follow when originating and delivering Section 8 Homeownership loans to them for purchase. The terms and conditions of the programs are available for approved seller/servicer lenders to add to existing commitments with either or both investors upon request.

**COMPUTATION OF HOUSING ASSISTANCE PAYMENT** *Final Rule (§982.635)*

MHA will calculate the HAP by using the definitions of annual income and adjustments as defined in 24 CFR Part 5 as the lesser of:

- a. The payment standard minus the total tenant payment
- b. The family's monthly homeownership expense minus total tenant payment

The payment standard for a family is the lower of the payment standard for the family unit size or the payment standard for the size of the home (*Section G. Subsidy Standards Requirements*). If the property is located in an exception payment standard area, MHA must use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of the payment standard at the commencement of homeownership assistance for occupancy of the home or the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.



MHA must use the same payment standards schedule, amounts, and subsidy standards for the homeownership option as for the rental voucher program.

**Example:**

**Calculation I**

Applicable Payment Standard	\$753 (3 bedroom)
<i>(Use the lower payment standard of the actual unit size or voucher size)</i>	
Less Total Tenant Payment	<u>\$258</u> (30% of Minimum monthly income)
MHA subsidy amount (HAP)	\$495

**Calculation II**

*The following calculation is computed if the monthly mortgage payment exceeds the payment standard.*

<b>Total Housing Expenses</b>	
Mortgage (P&I)	\$488 (maximum sale price of \$70,000)
Taxes	\$50
Insurance	\$50
Maintenance Reserve	\$75 (calculated \$.14 per square footage)
Utility Allowance	<u>\$135</u> (based on the actual size of the unit)
<b>Total</b>	<b>\$795</b>
Less Total Tenant Payment	<u>\$258</u>
MHA Subsidy amount (HAP)	\$540

*The MHA subsidy amount (HAP) is the lesser of calculation I and II. The homebuyer's portion is \$308 and MHA's portion is \$495.*

Upon the participant securing an approval for a mortgage, MHA will forward evidence of the Homeownership Option Voucher to the Lender. After loan closing, the mortgage assistance check will be written to the mortgage company, in care of the participating family. MHA shall mail the payment directly to the homeowner on the first of each month. The homeowner will be responsible for mailing their portion and the Housing Authority's portion to the mortgage company. The two payments, when combined, should equal the entire amount of the mortgage payment due for the month. It is the homeowner's responsibility to ensure that the payments are mailed together. Lender's will not accept partial payments. Late payments will be the responsibility of the homeowner.

The participant must notify MHA of any and all late payments within 10 days of payment delinquency.

HAPs may only be paid while the family resides in the home. If the family moves out of the home, MHA will discontinue payment a month after the family moves out and the family is not required to refund MHA for that month.

**HOMEOWNERSHIP EXPENSE**

*Final Rule (§982.635c)*



Section 8 Statement of Homeownership

MHA will adopt policies to determine the amount of homeownership expense that will be allowed in accordance with HUD requirements. Homeownership expenses for a homeowner may only include the following expense:

- 1) Mortgage Payment
  - a) Principal
  - b) Interest
  - c) Real Estate Taxes
  - d) Insurance
- 2) Utility costs
- 3) Refinancing Debt
- 4) Assessment on Home
- 5) Home Insurance
- 6) Routine Maintenance Expense (calculated \$.14 per square footage)
- 7) Major repairs and replacements and/or debt incurred to make such repairs
- 8) Cost to make a home accessible to a person with disabilities
- 9) Expense to improve the home to accommodate disabled persons and/or meet the Housing Quality Standards (will be included in the purchase price; currently up to \$1500 but may be increased on a case by case basis)

**MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE PAYMENT**

*Final Rule (§982.634)*

Except in the case of an elderly family or a disabled family, the maximum term of homeownership assistance shall be 15 years for mortgage terms greater than 20 years. If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term at the initial purchase. The maximum term applies to any member of the family or the spouse of any member of the household who has an ownership interest in the unit during the time home that homeownership payments are made.

The maximum term for home ownership assistance does not apply to an elderly family or a disabled family. In the case of an elderly family, this exception is only applied if the family qualifies as an elderly family at the commencement of home ownership. In the case of a disabled family, this exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date home ownership commenced. However, such a family must be provided at least six additional months of homeownership assistance after the maximum term expires.

**PORTABILITY**

*Final Rule (§982.636)  
MHA Section 8 Admin.  
Plan Pg. 16*

The family is free to select a home of their choice located within the jurisdiction of Memphis Housing Authority. However, if the family qualifies for portability the family may select a home in the



Section 8 Statement of Homeownership

jurisdiction of the receiving PHA, if the receiving PHA is approving units under the Section 8 Home Ownership Option. MHA will encourage and request other Housing Authorities to absorb the family that moves out of Shelby County, but will fully cooperate if a Housing Authority wishes to administer MHA assistance. The receiving PHA will arrange for any necessary counseling and its homeownership policies will apply to the portable family.

Families that are new admissions to the program must meet the income eligibility requirements in the areas where the family initially purchased the property. Participant families must also meet the income eligibility requirements in the area to which the family plans to move. In this case, the family is considered “continuously assisted” and the Low Income Limit is used to determine eligibility. Families are informed of these requirements in the briefing session.

A family in which the head of household or spouse of the family lived within Shelby County on the date of application is eligible for portability at the time a voucher is issued. Other families outside of the Shelby County area but is within MHA’s jurisdiction must live in the purchased property for twelve (12) months before becoming eligible for portability unless the receiving PHA mutually agrees to accept the outgoing family. The family is only allowed one move during any one year period.

Families must notify MHA in writing when they want to move using the portability feature. MHA will contact the receiving PHA after receiving notification of the move. MHA will confirm the following to the receiving PHA:

1. The family is eligible for assistance (i.e., meets the requirements of MHA); and
2. A voucher has been issued to the family.

To the greatest extent possible, MHA will absorb voucher holder families moving into Shelby County from other jurisdictions. MHA will only administer assistance to such families on behalf of an initial PHA when the MHA program utilization rate is 100%, making impossible within the HUD approved budget.

**RESALE PROVISIONS:**

*Final Rule (§982.640)*

, A family may refinance to take advantage of lower interest rates, or better mortgage terms, without any penalty. MHA shall be notified before any transaction occurs.

. Most the homeownership requirements applicable to the first home purchase remain applicable to a subsequent purchase. The family must again meet the employment threshold. The necessity of any counseling will be determined by MHA. An independent home inspection and HQS inspection will be conducted. MHA will determine the acceptability of the financing. The maximum term of homeownership assistance applies to the cumulative time the family receives homeownership assistance.

**TERMS AND CONDITION FOR OWNERSHIP**





Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, MHA will not continue homeownership assistance after the month the family moved out. The family or lender is not required to refund to MHA the homeownership assistance for the month when the family moves out.

Upon death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer or title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with the initial application.

The family must supply any information as required by MHA or HUD concerning any mortgage or other debt incurred to purchase or any refinancing a home (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt, any sale or other transfer of any interest in the home, or the family's homeownership expenses.

**FAMILY OBLIGATION**

*Final Rule (§982.633)  
MHA Section 8 Admin.  
Plan Pg. 20*

Before commencement of homeownership assistance, the family must execute a statement of family obligation and agree to comply with all obligations. (Appendix A)

*The family is obliged under the terms of its voucher subsidy to:*

1. Occupy the home as their primary place of residence.
2. Comply with the terms of any mortgage securing debt incurred to purchase the home and any refinancing of such debt.
3. Notify MHA immediately of any defaults on a mortgage securing any debt incurred to purchase the home.
4. Not sell, convey or transfer any interest in the home to any entity or person prior to informing MHA. Housing Assistance Payments will terminate with any sale, conveyance or transfer.
5. During the time the family receives homeownership assistance, no family member may have any ownership interest in any other residential property.
6. Supply such certification, release information or documentation as MHA determines to be necessary in the administration of the program, including information required by MHA for a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.





Section 8 Statement of Homeownership

7. The family understands that continued Housing Assistance Payments from MHA are reevaluated annually and continued assistance is not guaranteed. The family is responsible for the entire monthly mortgage payment (PITI) in the event that HAP are discontinued.
8. The family must continue to comply with all the terms and conditions of the HAP contract.
9. In the event that the family is unable to make its monthly mortgage payment, it must immediately contact MHA to determine what options are available.
10. The family must attend and complete ongoing homeownership and housing counseling as recommended by agency designated by MHA.
11. The family must remain in compliance with the Section 8 Homeownership requirements as long as they continue to receive HAP assistance.
12. The qualifying family members must continue working. If there is a loss of employment, the family must immediately contact Section 8 Representative.
13. The family must report all family income from all sources and the names of all persons living in the household.
14. The family must report in writing to MHA within thirty (30) days when there is any reported change in family composition, or any adult household member who was previously unemployed is now employed.
15. The family must notify MHA before the family moves out of the home.
16. The maximum term or employment requirement does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.
17. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term and employment requirement becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six months of homeownership assistance after the maximum term becomes applicable.
18. Each member of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
19. Each member of the family must not participate in illegal drug or violent criminal activity.

**DENIALS AND TERMINATIONS**

*Final Rule (§982.638)  
MHA Section 8 Admin.  
Plan Pg. 25-29*



*MHA Termination of the HAP Contract*

MHA will terminate a current HAP contract or deny approval of a new HAP contract for the reasons listed below. In these cases the HAP contract will terminate on the last day of the month following the month in which MHA provided the applicant with notice. MHA may also terminate the HAP contract for breach of contract that includes the following:

1. HAP contract violation (such as not maintaining HQS);
2. Any fraud or bribery or other corrupt or criminal act in connection with Federal Housing programs;
3. Engaging in any drug-related criminal activity or any violent criminal activity;
4. Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program.

*Denial or Termination of Assistance to Applicant/Participant Families:*

1. MHA may deny housing assistance to any applicant household who:
  - a. Does not meet eligibility requirements;
  - b. Has any household member who refuses to sign or submit consent forms;
  - c. The Total Tenant Payment is greater than the Payment Standard;
  - d. Has any household member who has been evicted from public housing within the past five (5) years.
  - e. If MHA has ever terminated assistance to any household member under the Section 8 Certificate/Voucher Program.
  - f. Has any household member who illegally possesses weapons.
2. MHA may deny or terminate housing assistance to any applicant or participant household who:
  - a. Violates program obligations.
  - b. Commits fraud in connection with this program or any other Federal Housing Assistance program. If MHA determines that the family committed willful and intentional fraud, MHA may require the family to repay any amount owed in full or the family's assistance may be terminated. MHA may at its discretion offer the applicant or participant the opportunity to enter an agreement to repay the amounts owed to MHA or another Housing Authority. If MHA elects to make such an offer, the agreement shall be on terms prescribed by MHA. MHA may at any time deny or terminate assistance for breach of such agreement.
  - c. Owes money to MHA or any other Housing Authority in connection with the Section 8 Program or the Public Housing Program, if an applicant; or owes money to MHA and breaches a reimbursement agreement, if a Section 8 participant;
  - d. Has engaged in or threatened abusive or violent behavior toward MHA personnel;
  - e. Has \$0 in housing assistance payments paid on the family's behalf for six months;
  - f. Has any household member who is convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project.



Section 8 Statement of Homeownership

- g. Has engaged in felonious drug-related criminal activity or violent criminal activity or where members of the assisted family have used the assisted unit for drug trafficking, or have allowed other person to use or live in the unit and engage in drug trafficking;
- h. Has any household member who is illegally using or possessing a controlled substance for personal use within one year before the date MHA provides the notification of termination of assistance or ineligibility;

However, a family member who has an addiction, a record of such impairment, or is regarded as having such impairment, will not be denied assistance if the family member is recovering, or has recovered, and does not currently possess or use controlled substances. A family member who had engaged in using drugs must submit evidence of participation in or successful completion of a treatment program as a condition of assistance.

- i. Has any household member who illegally possesses a weapon;

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, MHA will consider all of the circumstances of the case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

In the case of a proposed termination of assistance under Section X (2)(f); (2)(g); (2)(h); or (2)(i) MHA will consider all the facts including whether the participant knew, or should have known, of the illegal activity within the household.

- 3. Families must report any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days to MHA. At purchase, and while preparing to move-in, MHA will allow the families to be absent from the house up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days unless the participant can document a medical need.

In no case may a participant be absent from their home for more than 180 days. If the family leaves the household for more than 90 days for a reason, other than medical need, the house will not be considered the family’s principal residence and the family shall be terminated from the program.

A family who: 1) vacates the property in violation of program requirements or the mortgage housing requirements; 2) owes a balance to the mortgage company or MHA for unpaid portion or damages; or 3) refuses to enter into or meet the terms of a repayment agreement, will be considered ineligible for continued assistance and will have its assistance terminated.

**MORTGAGE DEFAULT**

*Final Rule (§982.638d)*



Section 8 Statement of Homeownership

In the event of mortgage default and the family is dispossessed from the home pursuant to a judgment or order of foreclosure on a FHA-insured mortgage, a homeowner will be denied continued assistance under the homeownership program. The participant will be required to sign an agreement to share information regarding the homeownership process and documents with MHA. If a participant is delinquent in making a payment, MHA will notify the appropriate counseling agency to assist in resolving this matter in a timely fashion. The counseling agency will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant and the MHA Family Self-Sufficiency and/or MHA homeownership program coordinator. MHA may permit the family to move to a new unit with continued voucher rental assistance in the event of foreclosure on a loan that is not FHA-insured. MHA will deny such permission, if:

1. MHA does not have sufficient funding to provide continued assistance;
2. Grounds for denial or termination of assistance, including termination of assistance for violation of any family obligations described in section Family Obligation;
3. The family defaulted on a FHA-insured mortgage;
4. The family fails to demonstrate that:
  - a. The family has conveyed title to the home, as required by HUD, to HUD or HUD’s designee; and has moved from the home within the period established or approved by HUD.

**ADMINISTRATIVE FEES**

*Final Rule (§982.639)*

The ongoing administrative fee describe in 24 CFR 982.152(b) is paid to MHA for each month that homeownership assistance is paid by MHA on behalf of the family.

**FAIR HOUSING AND NONDISCRIMINATION POLICY**

*MHA Section 8 Admin. Plan Pg.1*

MHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all Federal, State and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunities in housing and employment. MHA does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household; nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. MHA does not deny to any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements.

**DRUG-FREE HOUSING**



Section 8 Statement of Homeownership

As part of the homeownership assistance criteria, the applicant will be required to sign an addendum agreeing with the U.S. Department of Housing and Urban Development’s guidelines for drug-free housing. Applicant must also sign Form HUD-9886, Authorization for the Release of Information, to facilitate a criminal background record check. MHA is authorized to obtain this information. A previous history of drug arrest or violent criminal acts, without proof of rehabilitation, will be considered grounds for denial of the applicant.

Falsification of homeownership application information is grounds for application rejection.

An applicant will be notified in writing as to the status of his/her application. If an application is rejected, an applicant will be so notified and will be given ten (10) days to respond to the rejection notice. Applicants must keep MHA informed of any change in their address or telephone number where they can be reached. If an applicant cannot be reached at the number or address provided, the application will be rejected. Applicants must contact MHA every six (6) months to advise of their desire to remain on the waiting list.

**MONITORING PROGRAM PERFORMANCE**

*MHA Section 8 Admin.  
Plan Pg.36*

MHA will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in each applicant’s or participants’ files. Inactive files will be maintained for three years.

Applicable records related to immigration status will be maintained for five years. All other aspects of monitoring program performance will be performed in accordance with HUD requirements and MHA’s policies.



# APPENDIX A



**MEMPHIS HOUSING AUTHORITY  
SECTION 8 HOMEOWNERSHIP ASSISTANCE PROGRAM**

**STATEMENT OF HOMEOWNER OBLIGATIONS  
AND FAMILY RESPONSIBILITIES**

I/We, \_\_\_\_\_, participant(s) in the MHA Section 8 Homeownership Assistance Program (SHAPE), fully understand the following conditions regarding my/our continued eligibility for housing assistance payments in conjunction with my/our ownership of a \_\_\_\_\_ located at \_\_\_\_\_ and agree that:

1. My/Our home will be occupied by the following family members:

_____	_____
_____	_____
_____	_____
_____	_____

2. I/We understand that my/our family must occupy the home as my/our primary place of residence.
3. The initial monthly Housing Assistance Payment will be \$ \_\_\_\_\_ and will begin on annually, based on any changes in payment standards, homeownership costs, household income and/or household composition, in accordance with U.S. Department of Housing and Urban Development (HUD) requirements.



Section 8 Statement of Homeownership

4. The monthly Housing Assistance Payment will be made as follows:
- \$\_\_\_\_\_ will be paid directly to \_\_\_\_\_
- \$\_\_\_\_\_ will be paid directly to \_\_\_\_\_
- \$\_\_\_\_\_ will be paid directly to me/us.
5. Housing Assistance Payments will be made available for a maximum of fifteen (15) years, unless the head of household or spouse is disabled or elderly. Housing Assistance Payments are contingent on my/our compliance with the requirements of this Statement of Homeowner Obligations and Family Responsibilities, the policies of the MHA Section 8 Homeownership Assistance Program, HUD Program requirements and upon continued appropriations to the Memphis Housing Authority by HUD.
6. I/Our family understand (s) that continued Housing Assistance Payments from MHA are reevaluated annually and continued assistance is not guaranteed. I/We understand that I/we are responsible for the entire monthly mortgage payment (principal, interest, taxes and insurance) in the event SHAPE are discontinued.
7. I/We understand that I/we must continue to comply with all the terms and conditions of my/our HAP contract.
8. I/We understand that I/we must continue to be in compliance with my/our Family Self - Sufficiency Contract as long as I/we continue to receive HAP assistance.
- I/we understand that I/we must continue working and if there is a loss of employment, I/we must immediately contact my/our Section 8 Representative and contact the nearest Employment Assistance Center in an effort to regain employment.
10. I/We must report all family income from all sources and the names of all persons living in our household.
11. If, at any time, any member of my household has a change in income greater than \$ 50 per month, I must report it to MHA no later than ten (10) days after the change occurs.
12. If, at any time, anyone in my household moves in or out, I must report it, within ten (10) days of the occurrence, to MHA.
13. Housing Assistance Payments will be made only for the months my/our household reside in the home. I/we must immediately report to MHA if I/we move from our home.
14. My/Our family (including each family member) must not participate in illegal drug or violent criminal activity.





Section 8 Statement of Homeownership

15. I/we may not sell, convey or transfer any interest in the home to any entity or person prior to informing MHA. Housing Assistance Payments will terminate with any sale, conveyance or transfer other than to a household member residing in the home.
16. I/We must provide information to MHA on any mortgage or other debt incurred to purchase the home, and any refinancing of such debt.
17. I/We must comply with the terms of any mortgage security debt incurred to purchase our home and any refinancing of such debt. I/We must immediately notify MHA of any defaults on mortgage debt incurred to purchase the home.
18. I/We understand and agree that I/we will attend pre- and post- purchase counseling and workshops as recommended by an agency designated by MHA. I/We understand and agree to an annual counseling session at my/our home.
19. In the event that my/our family is unable to make my/our monthly mortgage payment, I/we are required to immediately contact the homeownership counseling agency and MHA to determine available options.
20. I/We must promptly pay all utility bills, including electricity, heat and water.
21. I/We understand that I/we must maintain the property, both interior and exterior, and that I/we are responsible for all repairs and replacements that are needed.
22. I/We must document, in conjunction with our annual reexamination of income, that I/we are current on mortgage, insurance and utility payments.
23. I/We understand that I/we will immediately lose my/our Housing Assistance Program assistance if a judgment or foreclosure on my/our home is granted. My/Our family agrees to cooperate with the lender the housing counseling agency, and MHA so that the property is placed on the market for sale in order to avoid foreclosure. My/Our family further agrees to vacate the house in accordance with the lender's terms and in good condition.
24. If I/we default on my/our mortgage debt and lose my/our home, I/we will be able to use my/our Housing Assistance Payment for other rental housing, if so determined eligible by MHA.

I/WE UNDERSTAND THAT MY/OUR HOUSING ASSISTANCE MAY BE WITHHELD, RECOVERED OR TERMINATED FOR ANY VIOLATION OF THE TERMS AND CONDITIONS OF THIS STATEMENT OF HOMEOWNER OBLIGATIONS AND FAMILY RESPONSIBILITIES.

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Section 8 Statement of Homeownership

\_\_\_\_\_  
Section 8 Manager's Signature

\_\_\_\_\_  
Executive Director of MHA

\_\_\_\_\_  
Date

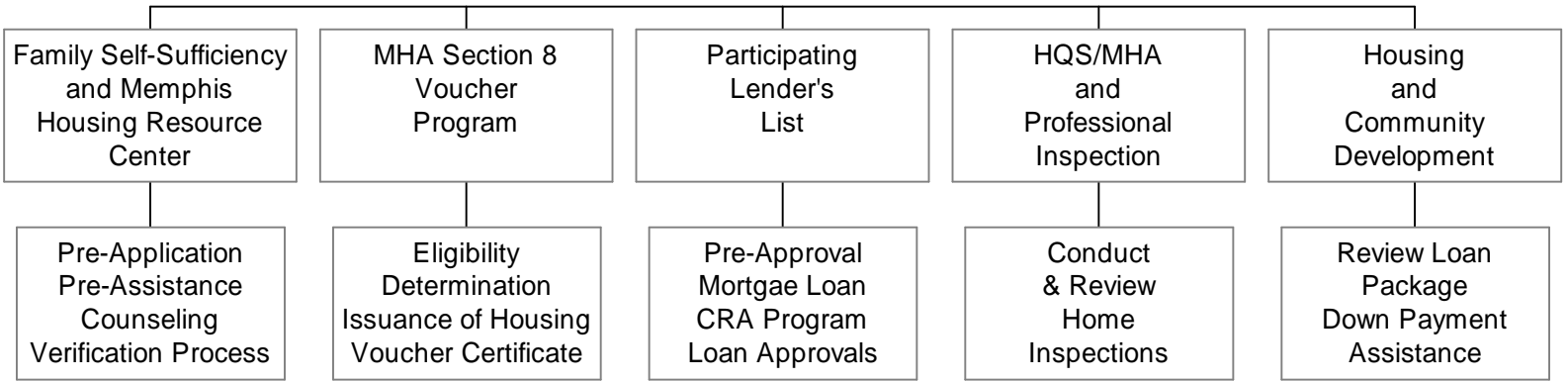
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**APPENDIX B**





# SECTION 8 HOMEOWNERSHIP ASSISTANCE PROGRAM (SHAPE) Section 8 Statement of Homeownership FLOWCHART



## APPENDIX C



**MEMORANDUM OF UNDERSTANDING BETWEEN  
MEMPHIS HOUSING AUTHORITY AND RISE FOUNDATION**

This Memorandum of Understanding (“MOU”), effective upon its execution, is between the Memphis Housing Authority (the “Authority”) and the RISE (Responsibility, Initiative, Solutions, Empowerment) Foundation (“RISE”) for the purpose of providing greater homeownership opportunities in the city of Memphis, Tennessee.

**ARTICLE I**

**RECITALS**

**WHEREAS**, the Memphis Housing Authority has undertaken steps to implement a Section 8 Homeownership Program; and

**WHEREAS**, RISE, a non-profit organization, is dedicated to providing financial support and resources to Authority residents for the purpose of enabling them to become financially self-sufficient; and

**WHEREAS**, the Authority will provide homeownership opportunities by utilizing Section 8 rental assistance vouchers to assist eligible families to purchase existing single family homes or homes under construction; and

**WHEREAS**, eligible participants are: those that have a minimum family income of 25% of the median income in the Shelby County area and have been continuously employed for a minimum of two years; those that are currently enrolled in the Family Self-Sufficiency (FSS) Program or RISE Foundation; and, those that have participated and satisfactorily completed the pre-assistance homeownership and housing counseling program required by the Authority; and

**WHEREAS**, the Authority will implement the Homeownership Option in accordance with the Final Rule of September 12, 2000. The Final Rule was authorized



by Section 8(y) of the United States Housing Act of 1937, amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998; and

**WHEREAS**, the implementation of the Section 8 Home Ownership Program has been carefully evaluated by the Authority and RISE and has been found to be in the best interest of all parties.

**THEREFORE**, this Memorandum of Understanding shall set forth the obligations and duties of the Memphis Housing Authority and the RISE Foundation in the establishment of this initiative, and shall serve as a guideline for the successful implementation of the Section 8 Homeownership Program.

**ARTICLE II**

**SCOPE OF AGREEMENT**

This MOU shall constitute a non-binding agreement between the Authority and the RISE Foundation.

Authority residents enrolled in the RISE program will benefit from services in the following areas:

- Counseling Program
- Credit Repair
- Economic Literacy
- Financial Management
- Homebuyer Education
- Home Maintenance

RISE will also offer Individual Development Accounts (IDAs) in which participant funds will be matched at a 2:1 ratio and placed at participating financial institutions

**ARTICLE III**

**GENERAL PROVISIONS**

**RECITALS** The recitals in Article I of this MOU are incorporated herein by reference as the agreement of the parties.

**NOTICES** All notices, request, demands, approvals, or other communications given hereunder or in connection with this MOU shall be in writing and shall be deemed given when delivered by hand, or sent by U.S. registered or certified mail, return receipt requested, and address as follows:

If to the Authority: Memphis Housing Authority



700 Adams Avenue  
Memphis, TN 38105  
Attn: Mr. Robert Lipscomb, Executive Director

If to RISE: RISE Foundation  
1900 Union Avenue  
Memphis, TN 38104  
Attn: Ms. Beth Dixon, President

**ASSIGNMENT** This MOU shall not be assignable by the Authority or RISE.

**INTERPRETATION AND GOVERNING LAW** This MOU shall be construed as though prepared by both parties, and shall be interpreted and governed by the laws of the State of Tennessee.

**SEVERABILITY** If any portion of this MOU is declared to be invalid and unenforceable, such portion shall be deemed severed from this MOU and the remaining parts shall continue in force as though such invalid or unenforceable provision(s) had not been a part of this MOU, provided that such severance does not substantially affect the intention of the parties hereto.

**PARTIES BOUND** No officer, shareholder, partner, employee, agent, or other person authorized to act for and on behalf of any party shall be personally liable for any obligation express or implied, hereunder.

**MODIFICATIONS** This MOU may not be altered, modified, rescinded, or extended orally. This MOU may be amended, supplemented or changed only by a writing signed or authorized by or behalf of the party to be bound thereby.

**IN WITNESS THEREOF**, the Authority and the RISE have each duly executed, or caused to be duly executed, this MOU as of the date first written below.

**MEMPHIS HOUSING AUTHORITY**

**RISE FOUNDATION**

\_\_\_\_\_  
**Robert Lipscomb, Executive Director**

\_\_\_\_\_  
**Beth Dixon, President**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



**MEMORANDUM OF UNDERSTANDING BETWEEN MEMPHIS HOUSING AUTHORITY  
AND MEMPHIS HOUSING RESOURCE CENTER**

This Memorandum of Understanding (“MOU”), effective upon its execution, is between the Memphis Housing Authority (the “Authority”) and the Memphis Housing Resource Center (the “Resource Center”) for the purpose of providing greater homeownership opportunities in the city of Memphis, Tennessee.

**ARTICLE I**

**RECITALS**

**WHEREAS**, the Memphis Housing Authority has undertaken steps to implement a Section 8 Home Ownership Program; and

**WHEREAS**, the Memphis Housing Resource Center will foster new homeownership in the city of Memphis, Tennessee by assisting people in understanding the complexities of buying, maintaining and retaining an affordable home; and

**WHEREAS**, Memphis Housing Resource Center is only allowed to charge a credit report fee not to exceed \$60; and

**WHEREAS**, the Authority will provide home ownership opportunities by utilizing Section 8 rental assistance vouchers to assist eligible families to purchase existing single family homes or homes under construction; and

**WHEREAS**, eligible participants are: those that have a minimum family income of 25% of the median income in the Shelby County area and have been continuously employed for a minimum of two years; those that are currently enrolled in the Family Self-Sufficiency (FSS) Program or RISE Foundation; and, those that have participated and satisfactorily completed the pre-assistance homeownership and housing counseling program required by the Authority; and





**WHEREAS**, the Authority will implement the Homeownership Option in accordance with the Final Rule of September 12, 2000. The Final Rule was authorized by Section 8(y) of the United States Housing Act of 1937, amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998; and

**WHEREAS**, the implementation of the Section 8 Homeownership Program has been carefully evaluated by the Authority and the Resource Center and has been found to be in the best interest of all parties.

**THEREFORE**, this Memorandum of Understanding shall set forth the obligations and duties of the Memphis Housing Authority and the Memphis Housing Resource Center in the establishment of this initiative, and shall serve as a guideline for the successful implementation of the Section 8 Homeownership Program.

**ARTICLE II**

**SCOPE OF AGREEMENT**

This MOU shall constitute a non-binding agreement between the Authority and the Memphis Housing Resource Center.

First time homebuyers will satisfactorily complete the pre-assistance homeownership-counseling program, which will be facilitated by Memphis Housing Resource Center. This program may consist of a one on one or a classroom style approach with homebuyers. The Resource Center will be required to provide a minimum of 8 – 10 hours of homebuyer education and training, and homebuyer pre-qualification to all program participants. The pre-assistance counseling program will cover the following subjects:

- Home maintenance
- Budgeting and money management
- Credit counseling
- How to obtain homeownership financing and loan pre-approvals
- How to find a home and negotiate the sale price
- Information on Fair Housing
- Counseling will be adapted tot the families needs

Post program counseling will be offered at the discretion of the Authority based on individual family circumstances. In the event of mortgage payments being delinquent, the Resource Center will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant, the FSS client services representative and/or an Authority homeownership program coordinator.

**ARTICLE III**

**GENERAL PROVISIONS**



**RECITALS** The recitals in Article I of this MOU are incorporated herein by reference as the agreement of the parties.

**NOTICES** All notices, request, demands, approvals, or other communications given hereunder or in connection with this MOU shall be in writing and shall be deemed given when delivered by hand, or sent by U.S. registered or certified mail, return receipt requested, and address as follows:

If to the Authority:                                 Memphis Housing Authority  
  700 Adams Avenue  
  Memphis, TN 38105  
  Attn: Mr. Robert Lipscomb, Executive Director

If to the Resource Center:                         Memphis Housing Resource Center  
  1548 Poplar Avenue  
  Building B  
  Memphis, TN 38173  
  Attn: Ms. Michelle Wilson Bradley, Executive Director

**ASSIGNMENT** This MOU shall not be assignable by the Authority or the Resource Center.

**INTERPRETATION AND GOVERNING LAW** This MOU shall be construed as though prepared by both parties, and shall be interpreted and governed by the laws of the State of Tennessee.

**SEVERABILITY** If any portion of this MOU is declared to be invalid and unenforceable, such portion shall be deemed severed from this MOU and the remaining parts shall continue in force as though such invalid or unenforceable provision(s) had not been a part of this MOU, provided that such severance does not substantially affect the intention of the parties hereto.

**PARTIES BOUND** No officer, shareholder, partner, employee, agent, or other person authorized to act for and on behalf of any party shall be personally liable for any obligation express or implied, hereunder.

**MODIFICATIONS** This MOU may not be altered, modified, rescinded, or extended orally. This MOU may be amended, supplemented or changed only by a writing signed or authorized by or behalf of the party to be bound thereby.

**IN WITNESS THEREOF**, the Authority and the Memphis Housing Resource Center have each duly executed, or caused to be duly executed, this MOU as of the date first written below.



**MEMPHIS HOUSING AUTHORITY**

**MEMPHIS HOUSING RESOURCE  
CENTER**

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**Robert Lipscomb, Executive Director**

---

**Michelle Wilson Bradley  
Executive Director**

---

**Date**

---

**Date**

## **APPENDIX D**







## 2009 Memphis Housing Authority Board of Commissioners List

### Attorney Ricky E. Wilkins, Chair

Law Office of Ricky E. Wilkins  
66 Monroe, Suite 103  
Memphis, TN 38103  
(901) 322-4450 (office)  
(901) 322-4451 (fax)  
[rwilkins@wilkinslawoffice.com](mailto:rwilkins@wilkinslawoffice.com)

### Dr. Elma H. Mardis, Vice Chair

2324 Bridgeport Drive  
Memphis, TN 38114  
(901) 775-1327 (home)  
(901) 775-3398 (fax)

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### Vatricia A. McKinney

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**PUBLIC HOUSING  
HOPE VI/MIXED-INCOME COMMUNITY**

**WORKING FAMILY PREFERENCE  
ADDENDUM TO RESIDENT LEASE**

This Addendum is a written agreement between the Resident and \_\_\_\_\_ with respect to work preferences and Family Responsibility Plan requirements with respect to the Resident’s admission to and occupancy in the \_\_\_\_\_ Mixed-Income Community and is incorporated into and made a part of the Residential Lease Agreement as if fully set forth therein.

It is the policy of Memphis Housing Authority (MHA) and \_\_\_\_\_ to encourage and support residents to become self-sufficient and productive members of the Development and their community. MHA and \_\_\_\_\_ are committed to assisting residents to attain this goal and MHA will strive, within the limits of its available resources, to provide and/or coordinate appropriate programs/services to assist the resident in achieving these goals.

**AUTHORITY:**

Public housing authorities are permitted to create an admissions preference for working families and pursuant to 24 CFR §960.206(b)(2). The Memphis Housing Authority (“MHA”) has established this preference for public housing units developed under the Mixed-Finance/HOPE VI Program, and is requiring each applicant to comply with MHA policies related to the preference for working families.

**PURPOSE OF THIS ADDENDUM**

The purpose of this Addendum is to set forth the pre-occupancy and continued occupancy preferences for residents of public housing units at mixed-income developments who are (1) working 30 hours a week, (2) engaged in qualifying work-related educational or training activity under a Family Responsibility Plan, or (3) 62 years of age or older, or blind or disabled (as defined under section 216(I)(I) or 1614 of the Social Security Act) (the “Preference for Working Families” or “**PWF**”).

**CATEGORY 1: QUALIFYING WORK ACTIVITY**

The following categories of activities shall qualify as work activity under this Addendum:

1. Unsubsidized employment for 30 hours per week; or
2. Subsidized private-sector employment for 30 hours per week; or
3. Subsidized public-sector employment for 30 hours per week.

**CATEGORY 2: QUALIFYING WORK-RELATED EDUCATIONAL OR TRAINING ACTIVITY**

The following categories of activities shall qualify as Education or Work-Related Activity under this Addendum:

1. On-the-job training (full-time enrollment is 30 hours or more per week).
2. Vocational training (full-time enrollment is 30 hours or more per week).

3. Job-skills training directly related to employment (full-time enrollment is 30 hours or more per week).
4. Education at a community (junior) college or higher (full-time enrollment is 8 or more class hours per week).
5. Other training approved by the Authority meeting essentially the same standards.

To qualify under this preference subcategory, an applicant for admission to the public housing units in \_\_\_\_\_ (“Applicant”) and a Resident must be authorized to participate in Work-Related Educational or Training Activities on a full-time basis, as defined above

If the Applicant or Resident is involved in a Work-Related Educational or Training Activity on a less than full-time basis, he/she must also work at least 20 hours per week in order to satisfy the **PWF**. Those enrolled in GED/ABE classes must work at least 20 hours per week. If any of the above activities are done in combination, the Applicant and the Resident must be engaged for a combined total of no less than 30 hours per week to be exempt from a Work Activity requirement.

### **CATEGORY 3: EXEMPT FROM COMMUNITY SERVICE REQUIREMENT**

The following categories of Applicants and Residents also qualify for the **PWF**.

Applicants and Residents who are:

- A) 62 years of age or older;
- B) Blind or disabled (as defined under section 216(I)(I) or 1614 of the Social Security Act) and who are unable to comply with this section, or are primary caretakers of such individuals;

In order to claim status under this preference sub-category, the Applicant or Resident must:

- A) Request a determination of qualification in writing from the Agent;
- B) Provide Agent with third party verification that Applicant or Resident is a member of an above-listed exempt category.

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**The Agent and Resident agree to the following:**

### **TERMS AND CONDITIONS OF PRE-OCCUPANCY AND CONTINUED OCCUPANCY**

1. All Residents of \_\_\_\_\_, regardless of employment status, age, or disability, are required to participate in case management with the HOPE VI Case Management Provider during the life of the HOPE VI CSS program. (Case Management Provider is defined as the HOPE VI-sponsored case management and/or employment services provider). If the MHA is able to provide case management services to public housing residents after the close-out of the HOPE VI CSS program, public housing residents of the HOPE VI/Mixed Finance Developments may be required to continue to participate in case management.
2. Prior to signing the Lease, the Applicant claiming this preference shall either (a) have been employed a minimum of 30 hours per week for 12 continuous months, (b) have been both engaged in an Work-Related Educational or Training Activity and in compliance with a Family Responsibility Plan for at least 180 continuous days, or (c) qualify under Category 3. Employment is defined as a “Work Activity” as described above.
3. All Applicants not already enrolled must enroll in the HOPE VI sponsored case management program. (The provider of this program is hereby referred to as “Case Management Provider”). All Residents must:

- a. participate in a personal assessment process conducted by the Case Management Provider; and
  - b. Collaborate with the case management provider to develop a Family Responsibility Plan. (The Family Responsibility Plan will identify a set of specific goals, tasks and programs to be undertaken by the Resident and will be based on the aforementioned assessment); and
  - c. Adhere to the action strategies identified in the Family Responsibility Plan, which may be revised or updated periodically; and
  - d. Attend regular meetings with the Case Management Provider as scheduled during the term of the Family Responsibility Plan and participate in activities prescribed by the Case Management Provider that are oriented toward the attainment and retention of employment.
4. To remain in good standing under the Lease, the Resident shall either (a) remain employed for a minimum of 30 hours per week *and* be in compliance with his/her Family Responsibility Plan; (b) be engaged in full time Work-Related Educational or Training Activity *and* be in compliance with his/her Family Responsibility Plan; (c) be in compliance with his/her Family Responsibility Plan, if such plan provides targeted goals leading to either Employment or an approved Work-Related Educational or Training Activity (the “Transition Plan”), or (d) maintain qualifying status under Category 3.
  5. Change in Qualifying Status. The Resident may be employed for less than 30 hours per week for no more than 13 weeks per year (unless the Resident’s Family Responsibility Plan stipulates otherwise per engagement in an approved Work-Related Educational or Training Activity or Transition Plan or the family qualifies under Category 3).

(a) Triggering Events

1. For a resident qualifying under Category 1, in any one-year period, after 13 cumulative weeks of employment of less than (30) hours per week (if Resident is not involved in an authorized Work-Related Educational or Training Activity as stipulated in the Family Responsibility Plan), the Resident will be deemed to be out of compliance with his/her lease. Upon loss of job or reduction of hours, Resident shall notify Agent and Case Manager within ten days of any such change (“Notification”), as required by MHA’s Admissions and Continued Occupancy Policy (“ACOP”).
2. For a resident qualifying under Category 2, in any one-year period, after 13 cumulative weeks of non-compliance with the Family Responsibility Plan and upon notification of the Agent by the case manager, the Resident will be deemed to be out of compliance with his/her lease.

(b) Process

1. At the beginning of the 14<sup>th</sup> week, the Agent will send the Resident a notice indicating that the Resident is not in compliance with the Lease and that continued non-compliance without satisfactory demonstration by the Resident to the Agent of extenuating or mitigating circumstances may be considered good cause for (1) Agent to require Resident to transfer out of \_\_\_\_\_ upon being provided substitute housing (public housing at another site), or (2) if the Resident refuses transfer, termination of the lease (the “Remedies”).



2. Additional information regarding the good cause for termination and the conduct of termination proceedings may be found in MHA's ACOP located in the management office at the development.
3. A Resident may request that the Agent make a determination that extenuating or mitigating circumstances exist, which may include demonstration by the Resident reasonably satisfactory to the Agent, that Resident has contacted the Authority to change its Family Responsibility Plan to include a Transition Plan or that that due to injury or ill-health the Resident has been terminated from his/her employment as well as an estimate of time during which such injury or ill-health will prevent the Resident from returning to employment or
4. If the Resident makes such a demonstration to the Agent, the Agent will not undertake any adverse action against the Resident under the Lease for at least 90 days after which time the Resident must again demonstrate to the reasonable satisfaction of the Agent the extenuating or mitigating circumstances continue and a recommendation for the Resident's Case Manager that the Resident be allowed continued occupancy with continuing demonstrations after each successive 90-day period.
5. If the Resident has not regained compliance with one of the three qualifying Categories within one-year after the Notification, the Agent shall notify the Resident that the Resident is in non-compliance with the Lease and that the Agent will commence the Remedies described in Section 5(b)(1) above.
6. Notwithstanding the foregoing, MHA and Agent, at their discretion, reserve the right to revise, modify, suspend provisions of this Addendum, if, in its judgment, unforeseen circumstances arise which necessitate said action. Exceptions or waivers will be considered and/or reviewed, by the MHA Interdisciplinary Review Committee (IRC), upon written request from the Resident to the property management office.
7. **This addendum is also subject to HUD review and approval in accordance with HUD policies and regulations.**

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MEMPHIS HOUSING AUTHORITY  
2010 PHA ANNUAL AND FIVE-YEAR PLAN  
PUBLIC HEARING  
MHA BOARD ROOM  
Thursday, March 25, 2010

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H & N COURT REPORTING  
P.O. Box 41971  
Memphis, Tennessee 38174

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**APPEARANCES**

**MHA LEGAL COUNSEL:**

MR. GREG PERRY

**CAPITAL IMPROVEMENTS:**

MR. MICHAEL SWINDLE

**HOPE VI PROGRAM:**

MS. LURETHA PHILLIPS

**FINANCIAL RESOURCES:**

MS. VICKIE ALDRIDGE

**REPORTED BY:**

MS. LASHAWN LYONS  
Court Reporter, CCR

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**MEETING COMMENCED AT APPROXIMATELY 10:05 A.M.**

MR. PERRY: Good morning.

Welcome. On behalf of our executive director, Robert Lipscomb, we welcome each of you to our annual five-year public hearing. We're delighted that each of you came out to participate and be a part of the planning process for the future of Memphis Housing Authority.

The vision of the Memphis Housing Authority is to become a national model in community revitalization.

The mission is to provide community revitalization through a seamless system of supportive services, affordable housing, and new business development.

The Board of Commissions, City Council Committee and employees of the Memphis Housing Authority and the Division of Housing and Community Development maintains the highest standards of ethical conduct and service liberty, mutual trust and enthusiasm.

1           Our philosophy statement: It's the  
2 philosophy of Memphis Housing Authority as  
3 professionals to be committed to excellence  
4 through exceptional services, a sense of  
5 urgency, integrity, accountability, and respect  
6 for all customers.

7           The goals of Memphis Housing Authority is  
8 to increase the availability of more decent,  
9 safe, and affordable housing; improve community  
10 quality of life and economic vitality; promote  
11 self-sufficiency; and ensure equal opportunity  
12 in housing for all Americans.

13           Our executive summary for this plan is to  
14 replace obsolete public housing stock;  
15 guaranteed housing for current residents;  
16 renovation of viable family housing; produce and  
17 develop senior-disabled developments; reduce our  
18 vacancy rate.

19           And we also believe in site-based  
20 professional management, as well as coordinated  
21 case management. And we've tried to increase  
22 job opportunities to promote self-sufficiency  
23 for our residents.

24           Housing needs asset management: MHA will

1 engage in activities that will contribute to the  
2 long-term asset management of public housing  
3 stock and meet the long-term operating capital  
4 investment, rehabilitation, modernization,  
5 disposition, and other needs.

6 Some activities include private  
7 management, property-base accounting, and  
8 comprehensive stock assessments.

9 At this time, we'll turn it over to  
10 Capitol Improvements; Michael Swindle and  
11 Luretha Phillips.

12 MR. SWINDLE: Well, good morning.  
13 Capital Improvements: The projects we have for  
14 Capital Improvements consist mostly of what we  
15 have going on at the high-rises. We have a  
16 limited amount of projects going on at the  
17 low-rises: Foote, Cleaborn, and Montgomery  
18 Plaza.

19 At Cleaborn, just various -- very minimal  
20 with the -- some work at the playground  
21 equipment, and also we just completed, over the  
22 past year, significant amount of work in  
23 repairing heavily damaged units and fire-damage  
24 units.

1           For Foote Homes, as part of the stimulus  
2 project, we did some roof replacements -- not  
3 roof replacements -- more like roof repairs. We  
4 just repaired the covering -- some of the  
5 covering where we had leaks over past years and  
6 also some of the fascia that was damaged and  
7 replaced it with a vinyl covering.

8           Also, we have planned for Foote as part --  
9 no, this is not part of the stimulus -- it's a  
10 Capital project. We're looking at repairs to  
11 eight playgrounds and also replacement of the  
12 overhead canopies on the back door of the units.

13           Montgomery Plaza, recent and current,  
14 activities include the ADA ramp. We're adding  
15 to the office building a new playground  
16 installation, which is a current project now;  
17 we're just about finished with that, exterior  
18 siding replacement, which is stimulus project,  
19 and security cameras and recording installation  
20 for the exterior site. Future projects would  
21 include landscaping improvements.

22           For Borda Towers -- and this also covers  
23 the high-rise buildings -- we have security  
24 cameras and recorder installation, and those

1 units will be tied to the Real Time Crime  
2 Center.

3 Also, at Borda we're looking at replacing  
4 the new lightning protection system, balcony,  
5 repairs to the concrete -- concrete patching --  
6 and also new access doors to the balconies.

7 Future work at Borda Towers include ADA  
8 modifications, interior finish replacements,  
9 exterior finish replacements, auxiliary site  
10 lighting, a new storefront, and new windows at  
11 the -- on the first level.

12 Barry Towers recent and current activities  
13 include, as I mentioned before, the security  
14 camera installation.

15 New and future activities or near-future  
16 activities for Barry includes landscaping  
17 improvements, ADA modifications, and interior  
18 finishes for the common areas only.

19 Jefferson Square: I'll just go to the  
20 near-future activities. We're looking at -- the  
21 only thing that's different from Jefferson --  
22 well, no, Jefferson's the same as Borda and  
23 Barry -- we're looking at landscaping  
24 improvements, ADA modifications, and interior



1 finish replacements.

2 Venson Center is a little different  
3 because we're looking at instead of just doing  
4 exterior replacements, we're looking at exterior  
5 modernization to match or to be similar to  
6 something that we did at Barry Towers  
7 years ago -- Barry Homes.

8 College Park current activities: We're  
9 looking at stairs and landings replacements.  
10 And right now, we don't have any planned  
11 activities at College Park, but the way it  
12 looks, we may be at College Park for a little  
13 longer. We're looking at problems with termite  
14 damage, water damage, and also another project  
15 at College Park that would include replacing the  
16 siding.

17 Askew Place: We're looking at landscaping  
18 improvements.

19 New construction: Capital Improvements  
20 will be involved with the Land Bank as the  
21 developer at two new developments planned for --  
22 to start this year, and that includes Lyons  
23 Ridge and The Village of Cypresswood.

24 One that came on last year was Austin Park

1 Place; that's -- we assisted that with some  
2 system assistance at that development.

3 Dispositions: We just have Graves Manor.  
4 That's it.

5 MR. PERRY: At this time, we will  
6 hear from Ms. Phillips with HOPE VI.

7 MS. PHILLIPS: Good morning. The  
8 2010 activities for -- that we will focus on  
9 starting this year, when making application,  
10 which we have made application to HUD for  
11 additional HOPE VI funds for the redevelopment  
12 of other public housing sites that was for  
13 Triangle NOIR.

14 We also will be looking at, in this year,  
15 submitting a HOPE VI application for Foote  
16 Homes, prepare a disposition application and/or  
17 amendments to the current approved disposition  
18 applications for future development activities  
19 including the Uptown Commercial Center, Phase I,  
20 and the Legends Park Senior Facility providing  
21 that it is feasible to build another senior  
22 facility. This is for Legends Park, North and  
23 FedEx Family House. That application has been  
24 approved by HUD.

1           Increase homeownership opportunities for  
2 public housing residents; start the construction  
3 of McKinley Park Homeownership Program.

4           April 1st of 2010, develop an application  
5 for a HUD approval for a Lease Purchase Program.  
6 The program has not been developed, but it is  
7 planned in this 2010-2011 year to develop a  
8 Lease Purchase Program.

9           Acquisition and public housing conversion  
10 plan for the Uptown Homes: These are for six  
11 homes. Four have been acquired on March the  
12 10th, and there are two homes pending.

13           Our primary goals that we'll focus on for  
14 this year is to improve the living conditions of  
15 public housing families. This is through the  
16 construction of more decent, safe, and sanitary  
17 housing; enhance the quality of life for our  
18 seniors. We do that through the development of  
19 senior-only facilities. We have four that are  
20 currently approved designation plans for  
21 seniors.

22           We're, again, researching the feasibility  
23 of developing another senior facility at Legends  
24 Park, also Graves Manor. This will be developed

1 under the Memphis Land Bank and looking at a  
2 senior-only facility for Cleaborn Homes, and  
3 that is pending the award of the HOPE VI grant.

4 Increase job opportunities for working  
5 families, also we're focused on helping those  
6 work-bound families with their Self Sufficiency  
7 Goals and again increasing the homeownership  
8 opportunities for families whose goal is  
9 homeownership.

10 In the upcoming plan year, there will not  
11 be any changes to the approved Self Reliance  
12 Agreement at the HOPE VI sites. And the SRA  
13 requires households to meet the general  
14 selection criteria for continued -- for  
15 admission and continued occupancy.

16 That includes working families 30 hours  
17 per week, families enrolled in a job training or  
18 educational program and families that are exempt  
19 from the SRA, if you are a senior or disabled.

20 In terms of planned homeownership  
21 activities, we will develop additional off-site  
22 market homes for the balance of the Uptown  
23 Homes. This will be 21 units that will be  
24 developed as part of the -- again, the

1 market-rate homeownership for the Uptown area.

2 University Place: There will not be a  
3 homeownership component developed as part of  
4 University Place.

5 McKinley Park: We will start April 1st  
6 for the first two model homes. There will be a  
7 total of thirty homes built at the McKinley Park  
8 site, and this is across the street from Askew  
9 Place. Five of those homes will be targeted for  
10 sale to former Dixie Home's residents. The  
11 other twenty-five to the other qualifying  
12 families.

13 The general homeownership guidelines  
14 include down payment assistance through the City  
15 of Memphis and the Memphis Housing Authority.  
16 and this is for low and moderate income  
17 families, 80 percent or below area median  
18 income. The write-down varies per price of the  
19 home.

20 The City of Memphis: The families can  
21 qualify for up to ten thousand dollars toward  
22 the cost of the home, minimum one percent  
23 home buyer cash contribution. The family can  
24 use their own savings.

1           They have to participate or they can  
2 participate in the Family Self Sufficiency  
3 Program or the RISE Program, completion of a  
4 qualified homeownership training program and  
5 acceptable employment and credit history.

6           Relevant to the SHAPE Program, the  
7 families can convert their rental voucher to a  
8 Mortgage Assistance Voucher. The family must be  
9 a current Housing Choice Voucher holder; the  
10 adult head of household or the spouse must have  
11 been continuously employed for one year;  
12 employment requirements are waived for the  
13 disabled family.

14           The household income must be at least  
15 14,100; and the household income for a disabled  
16 family must be at least 10,500; and both  
17 programs require that you must complete a  
18 Homeownership Counseling Program.

19           That completes the highlights for the HOPE  
20 VI Program for 2010.

21           MR. PERRY: Community services and  
22 Self Sufficiency Program: The FSS Program  
23 provides an opportunity for residents of Memphis  
24 Housing Authority to become economically

1 independent from government subsidies. The  
2 program requires that you must be at least 18 or  
3 older and head of household on the lease.  
4 Families are required to sign a five-year  
5 Contract of Participation and must seek and  
6 maintain employment while participating in the  
7 program.

8           The Memphis Housing Authority coordinates  
9 and promotes any program that enhances the  
10 economic and social self-sufficiency of all  
11 residents, services and programs that operate in  
12 each of the Memphis Housing Authority four  
13 high-rises: Jefferson Square, Barry Towers,  
14 Borda Towers, and Venson Center.

15           I'd like to point out that Memphis Housing  
16 Authority also has a Self Reliance Agreement for  
17 all of its other developments. At this time,  
18 this agreement is not implemented because of the  
19 poor economic conditions in the country. The  
20 agreement does require work -- a work  
21 requirement at each one of our other  
22 developments, which is very similar to the HOPE  
23 VI properties.

24           Community Services: HUD mandates applies

1 to individuals between the ages of 18 and 61 who  
2 have to perform 8 hours of community service a  
3 month. The only exemptions are for elderly,  
4 disabled, TANF recipients, or someone who takes  
5 care of an elderly individual. Hours are  
6 tracked through the recertification process and  
7 monitored by the managers.

8 Memphis Housing Authority also provides a  
9 Tenant-Wise Training and Orientation Program for  
10 the residents. This program is to provide the  
11 residents -- after being admitted into  
12 housing -- provides training over fair housing,  
13 manager relationships, community care, good  
14 housekeeping, pest control, outdoor activities,  
15 and safe neighborhoods, child safety, fire  
16 prevention, risk management, and our  
17 zero-tolerance program.

18 Memphis Housing Authority also has a case  
19 management program which is provided by Urban  
20 Strategies Memphis HOPE. They provide case  
21 management to former Dixie Homes, Legends Park  
22 residents; University Place, Lamar Terrace; HOPE  
23 VI residents, by assisting them meet the  
24 challenges of employment, training, education,



1 health, and child care.

2 The case management focus is to provide  
3 needed support for their return to the site or  
4 to maintain their present housing.

5 We also provide case management to  
6 residents in Montgomery Plaza, Askew Place,  
7 Cleaborn and Foote Homes with two funded HUD  
8 ROSS Grants.

9 We have a Resident Employment and Training  
10 Center which is partnered with Memphis Jobs  
11 Career Center. This center assists with resume  
12 writing, obtaining a GED, and maintains a list  
13 of job postings and training.

14 Also Section 3 jobs are posted in the  
15 center, and human resources conducts background  
16 checks upon receiving an application. We also,  
17 through this program, try to hire public housing  
18 residents who are qualified.

19 Executive Director's Scholarship Program:  
20 We do have, at the Memphis Housing Authority, an  
21 Executive Director's Scholarship Program which  
22 is provided for individuals in the -- for youth  
23 in public housing.

24 They're required to complete an

1 application, provide references, required to  
2 write an essay, and to date, it's approximately  
3 six public housing youths who receive assistance  
4 through this program.

5 We have Boys Scout of America programs at  
6 Cleaborn Homes, Foote, and Montgomery Plaza.

7 And those are the basic community service  
8 and Self Sufficiency programs that we have at  
9 the Memphis Housing Authority and the things  
10 that we're doing for the Authority in those  
11 areas.

12 Next, in the annual plan, there are some  
13 proposed changes and those changes are in the  
14 public housing lease agreement, the ACOP, and  
15 also in the Section 8 Administrative Plan.

16 In the ACOP, we're going to provide that  
17 the property manager and manager of general  
18 services will be authorized to sign the lease as  
19 well as any authorized representative of MHA  
20 prior to actual admission.

21 In the lease agreement, there will be a  
22 change which provides that we will not lease or  
23 have any member of the household who are subject  
24 to a lifetime registration program requirement

1 under a State Sex Offender's Registration  
2 Program. It was basically brought about because  
3 of some changes in HUD regulations.

4 In the elimination provision, we also made  
5 a change there, which basically says discovery  
6 after admission of facts that made the resident  
7 ineligible will be good cause for lease  
8 termination.

9 Otherwise, those are the basic changes in  
10 the lease agreement and in the ACOP, and there  
11 are numerous changes in the Section 8, Housing  
12 Choice Voucher Administration Plan.

13 And there are no changes in the grievance  
14 procedure, and there are no changes in the pet  
15 policy for Memphis Housing Authority at this  
16 time. Although we are looking at some changes  
17 in the pet policy for the future.

18 At this time, we'll hear from Ms. Vickie  
19 Aldridge, financial resources for the next  
20 annual year.

21 MS. ALDRIDGE: Good morning.  
22 We're projecting that we'll receive almost  
23 \$67 million starting July 1st of this year, our  
24 new fiscal year. That funding does include our

1 Operating Fund of 7.4 million, Capital Fund  
2 Program of 9.9. We're expecting to get  
3 \$41 million for our Housing Choice Voucher  
4 Program.

5 Another \$2 million related to ROSS and  
6 FSS-Service Coordinator Grants, and we're  
7 looking at getting \$3 million in public housing  
8 dwelling rental income from our tenants as well  
9 as another \$3 million from non-federal  
10 resources, which would include the City of  
11 Memphis, Housing and Community Development,  
12 and -- as well as Delta Area on Aging.

13 That's my presentation.

14 MR. PERRY: Thank you.

15 Are there any comments, any questions that  
16 anyone would like to ask regarding the public  
17 hearing for the annual and five-year plan?

18 (No response.)

19 MR. PERRY: This public hearing  
20 was held pursuant to public notice which was ran  
21 in the local newspaper and which provided the  
22 time and place of today's hearing.

23 Once again, we welcome each of you who  
24 came out and we look forward to seeing you again

1 next year for our public hearing.

2 Thank you.

3 (The meeting concluded at  
4 approximately 10:30 a.m.)

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C E R T I F I C A T E

STATE OF TENNESSEE:

COUNTY OF SHELBY:

I, LASHAWN LYONS, Certified Court Reporter and Notary Public, Shelby County, Tennessee, CERTIFY:

1. The foregoing proceedings were taken before me at the time and place stated in the foregoing styled cause with the appearances as noted;

2. Being a Court Reporter, I then reported the proceedings in Stenotype to the best of my skill and ability, and the foregoing pages contain a full, true and correct transcript of my said Stenotype notes then and there taken;

3. I am not in the employ of and am not related to any of the parties or their counsel, and I have no interest in the matter involved;

4. I FURTHER CERTIFY that this transcript is the work product of this court reporting agency and **any unauthorized reproduction and or transfer of it will be in violation of Tennessee Code Annotated 39-14-149, Theft of Services.**

WITNESS MY SIGNATURE, this, the \_\_\_\_ day of \_\_\_\_\_, 2010.

-----  
Lashawn Lyons  
CCR, Court Reporter and  
Notary Public\*\*\*\*\*

My commission expires:  
June 20, 2012

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**ADMINISTRATIVE PLAN**  
**FOR THE HOUSING CHOICE VOUCHER PROGRAM**  
**OF**  
**The Memphis Housing Authority**

Updated: ~~April~~December 2010

*Prepared by:*  
Quadel Consulting Corporation  
1200 G Street, NW  
Washington, DC 20005

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## **I. Introduction**

The purpose of the Administrative Plan is to establish policies for the Housing Choice Voucher Program.

The Memphis Housing Authority Board, upon recommendation by MHA, will approve changes to the Plan. MHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by MHA. If such changes conflict with this Plan, HUD regulations will have precedence.

The policies set forth in this Plan are based on current regulations in effect. If there are conflicts between this Plan and language in an owner's Housing Assistance Payments contract, the language in the HAP contract will prevail.

## **II. Statement of Program Approach and Objectives**

MHA administers the Housing Choice Voucher Program in the city of Memphis and Shelby County, Tennessee. The primary objective of MHA's programs is to provide decent, safe, sanitary and affordable rental housing for low income households and to provide these households with housing choices and the opportunity to move outside areas with a concentration of low income households.

## **III. Fair Housing and Nondiscrimination Policy**

MHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all federal, state and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunities in housing and employment. MHA does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household; nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. MHA does not deny to any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements.

MHA is fully committed to providing reasonable accommodations to applicants and participants with handicaps and/or disabilities.

MHA provides Voucher holders information on federal, state and local laws regarding housing discrimination and any recourse available. Such information will be made available as part of the briefing session, and all applicable Fair Housing Information and Discrimination complaint forms will be made part of the Voucher holders' packet. MHA will provide referrals and information to applicants and participants about local organizations that provide assistance in filing discrimination complaints.

Translation of Documents and Plan for Language Assistance for Limited English Proficiency (LEP) Persons Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" published August 16, 2000, at CFR 50121, requires every federal agency and its funding recipients to provide LEP persons with meaningful access to the benefits, services, information and other important portions of its programs and activities for LEP individuals. MHA will identify staff, agencies, or interpreters fluent in Spanish, American Sign Language and other languages as determined necessary to assist LEP persons.

#### **IV. Description of Program**

Housing Choice Vouchers provide subsidies to low income persons and freedom of choice to enable them to rent affordable, decent, safe and sanitary housing in the private rental market. In order to receive assistance in a particular unit, the family, owner and unit must meet the requirements established by HUD regulation and those specified in this Plan.

#### **V. Homeless/Special Needs Set-Aside Program**

In response to local needs, MHA may set-aside up to twenty-five Housing Choice Vouchers annually when funding permits, to be used by homeless and/or special needs families who are referred by an approved local service provider. Eligible families may only be referred to MHA by an approved service provider that has been awarded funding by the City of Memphis Department of Housing and Community Development (HCD) Department. To qualify, families must have successfully completed an approved transitional housing and or supportive service plan as certified by the referring agency and commit to receiving on-going, stabilizing supportive services.

#### **VI. General Administration**

##### **A. Program Outreach**

###### *Outreach to Families*

MHA reserves the right to open or close the waiting list based on the supply of applicants. The waiting list will be closed when there are not enough Housing Choice Voucher subsidies to assist all the applicants in a reasonable period of time, such as one or two years. When MHA determines that additional applicants are needed, the waiting list will be opened and a public advertisement and notice will be posted.

To reach people from all backgrounds, MHA will advertise through a wide variety of sources including local and State newspapers, minority media, minority civic clubs, places of worship, service agencies, and broadcast media. An effort will also be made to notify elected officials, government agencies and agencies which specifically address the needs of individuals with disabilities. MHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

All notices and advertisements announcing the opening of the waiting list will include:

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- The dates the list will be open;
- The office hours and location where applications are available and will be accepted;
- The availability of Housing Choice Vouchers;
- Eligibility guidelines;
- Preferences and methodology for the selection of applicants; and
- Any limitations which may apply.
- Instructions for electronic submission of applications in the event such technology is available.

*Homeless/Special Needs Set-Aside Program*

Specific eligibility information regarding the Special Needs set-aside program will be made available to all local service providers when vouchers are set-aside.

*Outreach to Property Owners*

Outreach to property owners will be conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. MHA will provide program information to local realtors, agents, apartment associations and any interested landlords. MHA staff will be available to make presentations about the Housing Choice Voucher Program to these groups. In addition, printed materials that describe the program requirements and opportunities for property owners will be made available. MHA utilizes a third party web site (Tnhousingsearch.org) to provide listings, which may include photographs of interested property owners and units available for the Housing Choice Voucher Program. This website is accessible from any pc, twenty four hours a day, seven days per week. Special PC units are set up in the HCV lobby and assistance to the public during normal business hours, as requested.

MHA will make a concerted effort to contact and encourage local property owners with units specially designed or adapted for persons with disabilities, and those who may be willing to adapt units, to participate in the program. Notices shall be sent to landlords presently participating, landlords that have participated in the past, local real estate agencies and to local social service agencies that specifically address the needs of handicapped clientele.

Whenever a local property owner lists their property on TNhousingsearch.org, they have the opportunity to indicate what the units' accessibility features may be.

**B. Pre-application and Application**

MHA will accept pre-applications for the Housing Choice Voucher Program when the waiting list is open. The waiting list will be open for a specified time-period (no less than two weeks) which will be listed on any advertisement or notification of MHA's open waiting list. Completed

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pre-applications must be submitted to the Memphis Housing Authority at a specifically identified post office box or address. MHA reserves the right to accept applications electronically via the internet or other automated system as deemed appropriate. The date of application is the date the application is postmarked or submitted electronically. Only those pre-applications received by the due date as indicated by a postmark or other appropriate electronic submission verification tool during the time-period specified by MHA will be accepted as eligible pre-applications.

MHA will not deny anyone the right to submit a pre-application when the waiting list is open. Accommodations will be made for interested, disabled applicants. All applicant households will be offered the opportunity to apply for public housing, if the waiting list is open.

MHA will review all pre-applications submitted to determine whether the applicant household is obviously ineligible, and whether the pre-application is fully complete. All fully complete pre-applications submitted by persons who are not obviously ineligible, will be placed on a list which will be used to create the waiting list for assistance. Duplicate applications will be removed, so that each applicant has only one opportunity to be selected in the lottery. Applicants who have not completed their applications will not be placed on the list for selection in the lottery.

Applicants who submit pre-application forms after the closing date for submission will not be placed on the list for selection in the lottery.

Any applicant, who will not have an opportunity to be selected in the lottery (as described above), will be sent a written notice explaining this and the reason why their application will not be part of the lottery.

Once the list of all applicants has been created, families will be selected for the waiting list based upon a computerized random selection process (lottery). The waiting list will consist of the pre-determined number of families to be selected, in order based upon the random selection sequence of their applications. Lottery numbers will be assigned based on the sequential order and as assistance is available. Families will be selected from the waiting list in numeric order, based on a family's assigned sequential number. When a family is selected from the waiting list, the family will be required to submit a full application and documentation 60 days prior to the availability of housing assistance to determine eligibility. The information on the application will be verified by MHA.

At the time families are invited to complete a full application form, information provided will be verified by MHA, based on the criteria described in Section IV. C. of this Plan. Families that do not meet the income limits or do not provide the appropriate information will be determined ineligible.

**C. Changes to Family Composition While on Waitlist**

Changes to the family composition after an application has been submitted include addition of family members born to, adopted or otherwise granted custody to the family by operation of the law, which may include foster children, live in aides and spouses, provided the additional family member(s) meet all applicable waiting list requirements and remain eligible for the waiting list.

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MHA will require documentation that the head of household has authorization to include a minor as part of the household. Court approved custody or guardianship is not the only mechanism for establishing that a head of household has authorization to include a minor in the family composition. Changes to the family composition may also be allowed for families in which one or more children less than eighteen years of age live with the designee of the parent or legal custodian, with the parent or custodian's written consent. Documentation can include but is not limited to court documents, pre-need guardian, school records, other state and federal public assistance documentation, or durable powers of attorney. All other additions to the family shall be considered only on a case by case basis and must be documented at the time such changes occur. These additions may include immediate family members (sons, daughters, siblings, parents, grandparents, grandchildren) and may be made for humanitarian or extraordinary reasons.

**D. Removal of Applicants from the Waitlist**

All applicants are responsible for updating MHA regarding address changes. If an applicant does not respond to notices of scheduled appointments or to correspondence, even if no correspondence was received by the applicant because of a change of address, the applicant's name will be removed from the wait list.

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**E. Determination of Eligibility**

*Eligibility Criteria*

In order to receive housing assistance, the applicant must meet the following eligibility criteria:

1. Provide Social Security Number for each member of the household to be assisted

Prior to admission, families are required to provide Social Security Numbers for each member of the household to be assisted. Family members, who cannot provide a Social Security Number, must certify that they do not have one. (Guardians or another adult must certify for children under the age of 18.)

MHA will comply with the student eligibility criteria required under the federal regulations.

2. Income Targeting to Extremely Low Income Families

In accordance with law passed by Congress in 1998, beginning in FY1999 and in each MHA fiscal year thereafter, not less than 75 percent of new admissions to the Housing Choice Voucher Program must have incomes at or below 30 percent of the median income for the Memphis MSA. MHA will monitor the new admissions on a quarterly basis to verify that this requirement is achieved and, if warranted, adjust the selection of new admissions to ensure compliance. In order to comply with the law, MHA may be required to skip over a higher income applicant on the waiting list in order to assist an applicant of extremely low income. If an applicant is skipped over, they will retain their original lottery number and be the first applicant offered an opportunity for assistance.



after the extremely low-income targeting requirement has been met. Applicants to special programs such as VASH or other programs designated specifically to targeted populations may not be affected by income targeting.

3. Income Limits

For the Housing Choice Voucher program, at the time of admission, a family's annual income must not exceed the Very Low Income Limit published in the Federal Register for the Memphis Metropolitan Statistical Area.

Under limited circumstances, HUD rules allow admission of low-income families. These limited circumstances include:

- When a family qualifies as continuously assisted under the 1937 Housing Act. Families are considered to be continuously assisted if they were previously assisted in subsidized housing under the 1937 Housing Act within 90 days prior to issuance of a Voucher (e.g., in Public Housing);
- When a family is physically displaced by rental rehabilitation activity;
- When a non-purchasing household resides in a HOPE 1 (public and Indian homeownership) or HOPE 2 (multifamily homeownership) project;
- When a non-purchasing household resides in a HUD assisted multifamily project subject to a resident homeownership program under the Code of Federal Regulations Title 24 part 248.173; or
- When a family is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract.

*Need for Assistance*

Thirty percent (30%) of the family's monthly-adjusted income may not equal or exceed the Payment Standard for the unit size the family has been assigned by MHA using the standards described in this Plan.

*Required Citizenship or Eligible Immigration Status*

Every member of the applicant or tenant household must submit the required documentation. For family members claiming citizenship, the only requirement is to sign a declaration of citizenship. For family members claiming eligible immigration status, HUD requires that the family members sign a declaration of eligible immigration status and provide an original of the appropriate documentation. MHA will review the original document, copy it and retain a copy in the applicant/tenant file.

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All adults in the household claiming eligible status must sign a verification consent form. The head of household must sign declarations on behalf of minors. MHA will then independently verify this status with INS. (See IV. AA. for more detailed information.)

*Criminal Background Checks and Denial/Termination of Assistance*

MHA conducts a criminal background for a period of three years preceding consideration for admission on all applicant family members 17 years of age and older. MHA will deny admission to any applicant households with one or more members who, within the five years preceding consideration for admission, has been evicted from federally assisted housing for drug-related criminal activity. MHA will deny assistance if the applicant has engaged in One Strike Policy activity with a disposition of the charge as either guilty, guilty/convicted, no longer contender, convicted, fined, adjudicated or adjudicated withheld. If the One Strike policy offense is dropped, or the charge otherwise disposed of, the family shall not be denied assistance. (Not guilty, acquitted, dismissed). Open cases shall be held pending final disposition. Upon a disposition from the court, the MHA shall either recommend denial or take no action based on the outcome as defined above. In circumstances where the family member admits to the crime, whether or not an arrest, charge, or conviction takes place, the family shall be denied assistance.

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In the event that an applicant has been admitted into the program and MHA discovers after his or her admission that one or more of the offenses were committed by the applicant or other household member prior to admission into the program, MHA shall make a determination as to whether to recommend termination from the program. If the offense occurred before the applicant family completed a family declaration or disclosure and the family did not disclose the offense, the authority will deny assistance absent other compelling information.

If the application is denied due to criminal history, MHA may consider verifiable mitigating circumstances. Mitigating circumstances are facts relating to the applicants criminal history, that, when verified indicate:

- a. The reason for the unsuitable criminal history or behavior
- b. That the reason is no longer in effect or is under control
- c. Assertion that mitigating circumstances are directly related to a disability and a request for a reasonable accommodation is justified.

MHA in its decision to deny assistance may consider the seriousness of the case, and the effect of denial of assistance on other family members who were not involved in the action. MHA may admit such a family to the program, and may impose as a condition of assistance, the requirement that family members who participated in or were culpable for the action will not reside in the assisted unit. Applicants with an arrest record for drug-related criminal activity that has not been adjudicated by a court of law at the time of eligibility determination will be denied admission.

MHA also will deny admission and may terminate assistance at any time under the following circumstances:

1. Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
2. Any household member has been convicted of other drug-related or violent criminal activity within the past three years.
3. Any household member is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household member is known to have lived.
4. MHA has reasonable cause to believe that a household member's use of illegal drugs or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
5. MHA has reasonable cause to believe that a household member has engaged, within the past two years, in any other criminal activity that may threaten the health or safety of the owner, property management staff or MHA employees or their contractors and agents.
6. Households who fail to meet HUD's social security number disclosure and verification requirements.
7. A household member who has been identified as ineligible due to outstanding debt or termination of assistance as provided in HUD's, EIV verification system. In this case HUD regulations regarding contesting EIV data will apply. Outstanding debts to MHA or other PHA's must be paid in full before admittance to the HCV program.

MHA will use the date that the applicant completed any related sentence to evaluate eligibility. The applicant must have completed serving any related sentence, including applicable parole or probation period, three years prior to admission.

In determining whether to deny or terminate assistance, MHA may take such action if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

Extenuating circumstances, such as current or past participation in a rehab program, will be considered before final withdrawal of the applicant or termination of assistance. If MHA uses a criminal record report as the basis to deny or terminate assistance, MHA will provide the applicant/tenant with a copy of the criminal record, if requested, and give the family an opportunity to dispute the record.

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Consistent with HUD’s regulations concerning the limitations on disclosure of records, MHA will ensure that any criminal record received by MHA is:

- a. Maintained confidentially
- b. Not misused or improperly disseminated; and
- c. Destroyed once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action.

MHA provides limited screening of applicants to include HUD’s EIV programs, a criminal background check and records relevant to previous assistance by MHA. MHA does not screen for suitability for tenancy and or family behavior. Owners are responsible for screening and selection of the family to occupy the owners unit.

*Homeless Set-Aside Program*

Families admitted into the Homeless Set-Aside program must meet all regular admissions and eligibility criteria.

*Subsidy Standards*

The following standards are used for assignment of the appropriate bedroom size on the Voucher.

Number of Bedrooms	Number of Persons	
	<u>Min</u>	<u>Max</u>
0	1	2
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11
6	6	13

The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. MHA does not limit or restrict which family members may share bedrooms. However, as required by HUD, when determining unit size, MHA will attempt to meet HUD's intent and apply the following guidelines. As a general rule, MHA will issue one bedroom for the HOH and spouse in the household and one bedroom for every two persons thereafter. MHA will use the following standards as additional guidance in determining the appropriate bedroom size for any given family:

1. Adults of the opposite sex (other than spouses or cohabitants), and unrelated adults may occupy separate bedrooms.
2. Two minor children of the same sex, regardless of age difference, are required to share one bedroom. Children under the age of three may not be awarded their own bedroom except in cases involving a reasonable accommodation
3. Minor children of the opposite sex may occupy separate bedrooms.
4. Unborn children will be included in the size of the household.
5. A minor child, who is temporarily away from the home because of placement in foster care, is considered a member of the family in determining the family unit size.
6. MHA approves live-in aides to reside in the unit and be provided a separate bedroom as a reasonable accommodation for a family consisting of one or more elderly or disabled persons. However, MHA may deny or withdraw such approval at any time if the live-in

aide: (1) commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) fails to pass a criminal background check for drug-related or violent criminal activity, or; (3) owes rent or other amounts to MHA or another PHA in connection with the Housing Choice Voucher Program or public housing assistance under the 1937 Act. Only one bedroom will be awarded for the live-in aide and any family members of the live-in aide.

7. Space will be provided for a family member who is away at school but who lives with the family during school recesses.
8. MHA may assign a larger unit than permitted, using the above standards, if an individual with a disability and/or a medical need requests a reasonable accommodation and provides documentation of need from a physician.
9. Families will not be required to use rooms other than bedrooms for sleeping purposes in the Voucher size determination.

Families may choose to rent larger or smaller units than listed on the Voucher as long as the rent reasonableness and Housing Quality Standards (HQS) requirements are met. However the subsidy will always be based upon the smallest of the size unit rented, or the unit size listed on the family's voucher.

HQS requirements permit a maximum of two persons per living or sleeping room in the units.

#### **F. Selection from the Waiting List**

##### *General Waiting List Order*

Applicants are placed on the waiting list in sequential, numeric order as determined in the randomly assigned method described in Section IV. B of this Plan.

The waiting list is generally closed with the exception of the open applications periods that will be publicly advertised. The list remains open for persons qualifying for the preference for public housing resident described below. MHA may accept applications for special programs funded from a separate ACC during times that the HCV waitlist is closed. (VASH, tenant protection and DHAP are examples of these types of programs).

##### *MHA Public Housing Resident Preference*

MHA will give preference in admission to MHA public housing residents who are required to relocate due to one of the following conditions:

- As a resident of public housing, the family is living in a unit that has been identified as hazardous to the family because the family has one or more children under the age of six with an Environmental Intervention Blood Lead Level, as defined by 24 CFR Part 35; or, there is a presence of other serious environmental hazards that affect the family's health or safety. The preference may be given if there are no lead-free units available in any

other public housing development. An application preference does not constitute issuance of a voucher. Any voucher issuance is dependent on funding availability.

- Families (including single persons) who are currently residing in public housing units and who will be displaced by demolition, disposition, rehabilitation, or vacancy consolidation.

Families applying for assistance will be provided with a description of the Public Housing Resident Preference. They will also be required to provide verification from the MHA Occupancy Department. Before an applicant can receive a voucher, MHA must have verified the preferences claimed. If no verification is provided by the MHA Occupancy Department, the applicant will be returned to the waiting list.

*Preference for Families Impacted by a Condemnation Order Initiated by the City of Memphis Code Enforcement Division.*

MHA will provide a preference for very low-income families who will lose their home as a result of a Condemnation Order issued by the City of Memphis. To qualify for this preference, affected families are required to be an applicant on the waiting list however, the family must meet other eligibility criteria: the very-low income guideline, citizenship/eligible immigrant status own and live in the property scheduled for condemnation and meet criminal background requirements.

*Waiting List Update*

It is the primary responsibility of each applicant to ensure that MHA has the most recent and current information in order to be contacted when either the applicant's name nears the top of the list or when MHA performs a waiting list update. Under limited circumstances, MHA will approve reinstatement of a withdrawn applicant for one of the following reasons:

1. The applicant submitted a change of address to MHA prior to the notice being mailed by MHA and the information did not get updated in the waiting list database;
2. During the time of any waiting list update or, at the time of notification for an interview, the applicant could not respond. For example, the applicant was incapacitated due to hospitalization or was unavailable due to active participation on Jury Duty;
3. As a result of a data entry error, the MHA computer system incorrectly recorded the address of the applicant; and, therefore, the applicant was improperly withdrawn from the waiting list for failure to respond to a MHA notice; or
4. The applicant is a person with a disability who requires an alternative form of communication other than one normally used by MHA, and the applicant informed MHA, in advance, of the proper means of communication, as required by regulations.
5. An omission or deletion occurred in error as a result of MHA's software conversion in 2009-2010.

6. In order to be considered for reinstatement, applicants must provide documentation acceptable to MHA proving that they share no burden in the failure to respond to a waiting list update or notification for interview.

When MHA decides to update the Housing Choice Voucher waiting list, it will mail notices to the applicants on the waiting list requesting updated information. The intent of the mailing is also to determine whether the applicant is still interested in the Housing Choice Voucher Program. The applicant will be required to respond to the request for information within a specified time period. Each update notice will inform the applicant that, if they do not respond within the specified time period, the family will be withdrawn from the waiting list and will be given the opportunity for an informal review to dispute the withdrawal from the waiting list. The informal review process is described in Section \_\_\_\_\_

*If the applicant fails to respond to MHA's request for updated information, or, any notice is returned to MHA as undeliverable, the applicant's name will be withdrawn from the waiting list.*

#### *Special Admissions*

Some applicant households will be admitted to MHA's Housing Choice Voucher Program without ever being on the waiting list or without considering the applicant's place on the waiting list. This may occur when HUD has awarded funding to MHA for a targeted group of households living in specified units. This HUD-targeted funding may include, but is not limited to:

- Families displaced because of demolition or disposition of a public or Indian housing development;
- Families residing in a multifamily rental housing development when HUD sells, forecloses or demolishes the development;
- Housing covered by the Low Income Preservation and Resident Homeownership Act of 1990;
- Non-purchasing families residing in a development subject to a homeownership program;
- Families displaced because of a mortgage prepayment or voluntary termination of a mortgage insurance contract;
- Families residing in a development covered by a project-based Housing Choice Voucher HAP contract at or near the end of the HAP contract term;
- Non-purchasing families residing in a HOPE 1 or HOPE 2 development;
- Over a 12-month period, families who are active participants in a Witness Protection Program and who are in need of assistance to move and ensure their continued protection, may be referred to MHA by either a Federal or State Law Enforcement Agency. Each



referral must include certification by the Law Enforcement Agency that the family is a victim and/or witness of a violent crime and in a life-threatening situation. MHA will take all appropriate steps to maintain the confidentiality of each referral.

**G. Family Choice of Housing and Housing Type**

Generally, MHA does not offer special housing types as an option to Housing Choice Voucher families. However, MHA will not deny a family (with a disabled member) the right to use any of the following special types of housing in accordance with the program requirements: Single Room Occupancy; congregate housing; group home; shared housing or cooperative housing only if needed as a reasonable accommodation for persons with disabilities.

**H. Verification of Eligibility and Preference**

At the time of initial eligibility determination and reexamination, applicants and participants will be required to certify to all information they provide to MHA and to sign verification forms permitting the release of information from verifying agencies, including the Authorization to Release Information/Privacy Act Notice form that is a general release form by all adult household members. Documentation of all verifications will be placed in the applicant/participant file. Family income and assets and all factors related to eligibility must be verified, including preference for assistance as described in Section \_\_\_\_\_ of this plan. Verifications must be completed before an applicant will be issued a Voucher.

MHA will rely primarily on Upfront Income Verification (UIV) tools and third party verification tools to verify income and other eligibility factors. This will include obtaining income data directly from electronic sources such as the HUD Tenant Accounting Sub System (TASS), Enterprise Income Verification (EIV) system, the ACCENT system which provides access to records held by the Tennessee Department of Human Services and the Work Number. No adverse action will be taken against an applicant or participant without independent verification of the information obtain through a UIV system.

To obtain third-party verification, MHA will mail, fax forms directly to the third party verification source and have them return the information back to MHA. Data may be requested or received electronically from bona fide email sources. Oral verification with the third party by phone will be obtained when efforts to obtain written verification have been unsuccessful. If third party verification is not possible, MHA will review documents brought in by applicants/current participants. If there are no documents, MHA may use a notarized applicant certification for verification.

In all cases, the highest level of verification, as outlined in HUD regulations, will be attempted before moving on to another verification method.

It is the responsibility of the applicant to provide timely and accurate information regarding income and other factors, to the extent that MHA is able to complete verification processes in accordance with HUD regulations. Failure on the part of the applicant to provide necessary information may result in denial of the application.

**I. Notification of Ineligibility**

Ineligible families will be notified by mail and given the reason for the determination, with an opportunity to request an informal review. A request for an informal review must be received within fifteen days of the date of notification of ineligibility. Reasons why a family may be determined ineligible or denied assistance are included in Section \_\_\_\_\_ and Section \_\_\_\_\_ respectively.

**J. Computation of Total Tenant Payment and Determination of Rent**

Once verification is complete, MHA will compute Annual and Adjusted Income and Total Tenant Payment in accordance with 24 CFR Part 5.

*Calculation of Total Tenant Payment, Family Share and Family Rent to Owner*

Total Tenant Payment will be calculated using the greater of: a) 30% of the family's adjusted monthly income; b) 10% of the gross monthly family income; or c) the MHA minimum rent of \$50. Family Share and Rent to Owner is calculated only after the family finds a unit, and is calculated as the difference between the lesser of the Payment Standard or Gross Rent for the unit and the family's Total Tenant Payment.

*Minimum Rent*

MHA has adopted a minimum rent for the program of \$50. It is used as determined when applying the formula to calculate Total Tenant Payment as described above.

*Minimum Rent Hardship Exemption*

MHA will grant an exemption from application of the minimum monthly rent to any family making a proper request, in writing that it is unable to pay the monthly minimum rent because of financial hardship, which includes:

- The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationalization Act, who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- Family income has decreased because of changed circumstance, including loss of employment;
- A death in the family that affects the family circumstances; or
- Other circumstances as determined by MHA on a case-by-case basis.

If a family requests a hardship exemption, MHA will suspend the minimum rent charge and adjust the HAP payment effective on the first of the month following the change in the family's

circumstances. The family must provide documentation of the hardship. MHA will determine if the hardship is temporary or long term.

If the hardship is determined to be temporary, the minimum rent will be suspended for a period of ninety (90) days from the date of the family's request. At the end of the 90-day period, the minimum rent will be reinstated retroactively to the date of suspension. MHA will offer to execute a reasonable repayment agreement to cover the minimum rent charges accumulated during the suspension period. If MHA determines that the hardship is long term, the exemption will be applied so long as the hardship continues. Hardship determinations are subject to MHA's informal hearing process.

#### *Determination of Rent*

The Housing Choice Voucher subsidy is based on the established Payment Standard that reflects the cost to lease a unit in the area. If the gross rent (contract rent, plus utilities) is less than the Payment Standard, the family pays the Total Tenant Payment ("TTP"). If the gross rent exceeds the Payment Standard, the family pays the TTP plus the amount by which the gross rent exceeds the Payment Standard.

Once the unit is selected, the family's portion of the rent is calculated as the difference between the gross rent and the lesser of the Payment Standard for the voucher size issued, or the unit size selected by the family.

At admission or transfer to a new unit, families are prohibited from paying more than 40% of their monthly adjusted income for rent when the gross rent exceeds the payment standard.

#### *Payment Standard*

MHA establishes payment standards based upon the HUD published Fair Market Rents for the Memphis Metropolitan Statistical area. The Fair Market Rent published by HUD is based upon the 40<sup>th</sup> percentile of rents charged to recent movers (within prior two-year period) in the private rental market. The MHA payment standard is based on a "basic range," which is between 90% to 110% of the 40<sup>th</sup> percentile FMR. MHA reviews payment standards annually, at the time new Fair Market Rents are published. MHA will revise the payment standards as necessary to ensure that families are able to find and lease a variety of units in a variety of neighborhoods with the maximum subsidy permitted by use of the payment standard in effect.

At the time the payment standard analysis is conducted each year, MHA will determine the number of currently assisted families paying more than 40% of income for rent, and will base the determination of payment standard adjustment on that information. If more than 10% of currently assisted households are paying more than 40% of income for rent, MHA will increase the payment standard to an amount within the basic range that will result in no more than 10% of families paying more than 40% of income for rent if HUD subsidy provides adequate funding to do so.

MHA will also review market data to ensure that the Payment Standard provides a subsidy adequate to enable families to lease units in neighborhoods that are not traditionally entered by HCV families.

*Additional Adjustments to the Payment Standard*

At least annually, MHA will review its payment standard to determine if an adjustment is needed for some or all units. In determining if an adjustment is appropriate, MHA will consider: assisted families' rent burdens, availability of suitable vacant units with rents below the payment standard, size and quality of units selected and/or the leasing success rate and available funding to support the program needs.

*Utility Allowance*

The utility allowance used is based on the actual size of the unit the family selects regardless of the size authorized on the family's Voucher. The Utility Allowance Schedule will be reviewed on an annual basis and adjusted as needed.

Any allowance for utilities will be deducted from the Total Tenant Payment to determine the Family Rent to Owner. Where the Utility Allowance exceeds the Total Tenant Payment, the tenant will pay \$0 rent and the difference between the utility allowance and the Total Tenant Payment will be issued in the form of a two party check to the tenant and Memphis, Light, Gas and Water as a Utility Reimbursement towards utilities.

As a reasonable accommodation for families with a disabled household member, MHA will approve a utility allowance that is higher than the applicable amount on the utility allowance schedule.

**K. Housing Choice Voucher Issuance and Briefing**

All eligible applicants (based on full and complete verification) are required to attend a briefing before a Voucher is issued. The briefings may be group or individual meetings. The Voucher will be issued during the briefing session.

*Briefing Packet*

Each family will receive a briefing packet containing, but not limited to, the following:

1. The term of the Voucher;
2. A description of MHA's policy on granting extensions or suspensions of term and how a family can request extensions;
3. Information on computing the Housing Assistance Payment;
4. Information on the Payment Standard and MHA's Utility Allowance Schedule;
5. How MHA determines the maximum rent for an assisted unit;

6. What the family should consider in deciding whether to lease a unit such as unit condition, reasonableness of rent, cost of tenant-paid utilities, whether the unit is energy efficient, and location of unit to public transportation, employment, schools and shopping;
7. Where the family may lease a unit using portability and how portability works;
8. HUD required tenancy addendum;
9. Request for Tenancy Approval and the process of obtaining an inspection;
10. MHA's policy on providing information to prospective landlords;
11. MHA's subsidy standards including any exception to these standards;
12. HUD brochure on selecting a unit;
13. Information on Upfront Income Verification (UIV) tools used to verify income;
14. HUD brochure, *Protect Your Family From Lead in the Home*;
15. Fair Housing Brochure and information, (HUD-903) and a Discrimination Complaint Form (HUD-903a);
16. List of landlords or real estate agents who may be willing to lease a unit or may be able to help the family locate a unit; or information regarding computerized databases listing available units.
17. Notice that if the family includes a disabled person, the family may request a current listing of accessible units, known to MHA, that may be available;
18. Family program obligations;
19. HUD's EIV use
20. Grounds under which MHA may terminate the family's assistance;
21. Informal hearing and review process and how to request a hearing;
22. A Voucher showing the bedroom size; and
23. Other items as MHA may determine.

*Briefing Session*

The briefing will cover the information in the packet and discuss the following topics:

1. Family, Owner and MHA Responsibilities under the Lease and Contract

2. Expiration and Extension of the Voucher
3. A description of the general location and characteristics of neighborhoods in Shelby County
4. Tips on Where to Look for Housing  

Sources of information on available units (e.g., newspapers, community bulletin boards) should be obtained. MHA will also provide a list of databases of owners who have indicated a willingness to participate in the Housing Choice Voucher Program.
5. Housing Quality Standards  

HQS, rent reasonableness and procedures for inspections will be addressed. Housing quality standards to be used are described in 24 CFR 982.401.
6. Encouragement to consider all neighborhoods within Shelby County when searching for a unit. MHA will provide information on portability of the Voucher and its use to move out of areas of high poverty concentration.
7. Landlord-Tenant Laws and Federal, State and Local Fair Housing Laws  

The participants' fair housing rights and what to do if discrimination is encountered will be discussed. In cases where discrimination is suspected, MHA will advise and assist the family to file a discrimination complaint with the Department of Housing and Urban Development.
8. Assistance to Elderly and Individuals with Disabilities  

Additional assistance that is available for persons with disabilities or elderly households will be described. Housing Choice Voucher staff will provide as much assistance as possible and refer participants to social service agencies as needed.
9. Calculations/Explanation of Total Tenant Payment, HAP, Maximum Subsidy, Utility Allowances, and Utility Reimbursements  

The applicable Payment Standard and Utility Allowance will be discussed as well as calculation of Total Tenant Payment, Family Share, Family Rent to Owner, Housing Assistance Payment, Maximum Subsidy, and Utility Reimbursement. Allowances will also be explained.
10. Information Provided to Prospective Landlords about Participants

**L. Housing Choice Voucher Term and Suspension (Tolling) Policy**

Each HCV recipient will be given an initial term of 60 days to identify a unit and submit an RTA. A 30 day extension may be granted at the sole discretion of MHA. Extensions may be granted due to:

- A serious medical condition which the family could not have anticipated. Documentation from a medical professional is required.
- A reasonable accommodation to persons with disability which makes locating an accessible unit difficult.

HCV participants are encouraged to select units which will meet HQS. Extensions will not be granted beyond 30 days for purposes of complying with HQS. If an RTA is received before the expiration date of the voucher, one inspection will be scheduled. In cases where the unit does not meet HQS, no further extension will be granted.

Extensions beyond a 30 day total must be approved by a manager or director and must involve extenuating circumstances not related to HQS.

#### *Tolling*

In situations where a selected unit has been disapproved by MHA, the Authority will suspend the day count (term) of the Voucher as of the date the family submitted a Request for Tenancy Approval. The term will resume, beginning with the date the family is notified of the disapproval, and will continue for the number days remaining on the voucher at the time family submitted a Request for Tenancy Approval.

If the family has not found a unit within the maximum term allotted, with any extensions, the Voucher will expire and the family will be removed from the waiting list. Families seeking another opportunity for assistance must reapply to the program upon the reopening of the waiting list.

#### **M. Information Provided to Prospective Landlords About Participants**

Upon written request, MHA will provide the current address and, if known, name and address of owner at participant's current and prior address to prospective landlords. MHA conducts a criminal background check on all applicant household members who are at least 17 years of age. MHA will inform all property owners interested in participating in the Housing Choice Voucher Program that tenant screening for payment and other lease compliance behavior is the owner's responsibility, and is not performed by MHA.

#### **N. Security Deposits**

The property owner may collect a security deposit. The owner determines the amount of the deposit in accordance with local practices. MHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

#### **O. Portability**

The portability feature allows a participating Voucher family to move from one jurisdiction to another with continued assistance. Voucher holders may move anywhere there is a Housing Agency that administers a tenant-based program. Families that are new admissions to the HCV

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program must meet the income eligibility requirements in the areas where the family initially leased a unit with assistance. Participant families must also meet the income eligibility requirements in the area to which the family plans to move. In this case, the family is considered “continuously assisted” and the Low Income Limit is used to determine eligibility. Families are informed of these requirements in the briefing session.

A family, in which the head of household or spouse of the family lived within the city of Memphis or Shelby County on the date of application, is eligible for portability at the time a Voucher is issued. Other families must first lease a unit within MHA’s jurisdiction for 12 months before becoming eligible for portability, unless the receiving PHA mutually agrees to accept the outgoing family.

MHA does not permit families to move during the initial lease term under portability procedures.

Per the requirements of the 2005 Violence Against Women Act (VAWA), a family may move under MHA’s portability policy in violation of the lease if:

- The family has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking, and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit;
- The family has complied with all other obligations of the voucher program; and
- The only basis for denial of portability is that the family is violating the lease agreement.

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The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence or Stalking or provide documentation in lieu of the certification within 14 business days of receiving the written request for this certification from MHA. (See also Tenancy Protections for Victims of Abuse Under the Violence Against Women Act (VAWA), under Section O, Lease Requirements and Contract Execution). If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by MHA, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively “domestic violence”) will apply.

Families must notify MHA in writing when they want to move using the portability feature. When a family notifies MHA that it wants to move under the portability procedures, MHA will contact the receiving Housing Authority. MHA will confirm the following to the receiving HA:

- The family is eligible for assistance, (i.e., meets the requirements of MHA); and
- A Voucher has been issued to the family.



MHA will always participate in assisting clients who wish to exercise portability. If HCV funding supports absorbing Voucher holders moving into Shelby County from other jurisdictions, MHA will absorb the voucher. If funding does not permit the voucher to be absorbed, MHA will bill the initial authority.

MHA will encourage and request other Housing Authorities to absorb families who move out of the city of Memphis or Shelby County, but will fully cooperate if a Housing Authority wishes to administer MHA assistance.

**P. Requirements for Lease Submission and Unit Approval**

Voucher holders must submit a fully completed and executed Request for Tenancy Approval (RTA) and a copy of the owner's proposed lease **prior to** Voucher expiration. Once this information is submitted, MHA will review the landlord lease, determine rent reasonableness, inspect the unit and approve of the owner. If a RTA is delivered or received on the expiration date, the RTA will be accepted and the unit scheduled for inspection. If the unit subsequently fails after one inspection, the family will be provided with one day of tolling time as described in paragraph \_\_\_\_ of this Section. MHA will verify that the property taxes for the unit are not delinquent. In instances of delinquent taxes, MHA will void the RTA and provide tolling time equal to the length of time elapsed between receipt of the RTA and notification of the void. MHA will also require proof of ownership and a completed W-9 from the property owner before scheduling an inspection. Failure on the part of the owner to provide these items will result in the RTA being voided.

*Landlord Lease*

A lease between the owner and tenant shall be in a standard form used by the owner for other unassisted tenants. The initial lease term may be for less than one year as agreed by the owner and participant. . The terms and conditions of the lease shall be consistent with State and local laws.

*Rent Reasonableness*

Rent reasonableness will be determined for all new leases and rent increases. A reasonable rent to the owner is defined as a rent that is not more than rent charged for comparable units in the private, unassisted market and for comparable unassisted units. MHA will not approve a subsidized tenancy until a determination has been made that the initial rent to the owner is reasonable. The reasonableness of the rent requested by the owner will be determined by considering the following factors:

- Location;
- Quality;
- Size;
- Unit Type;

- Age of the Contract Unit;
- Amenities;
- Housing Services;
- Maintenance; and
- Utilities provided by the Owner in accordance with the Lease.

MHA utilizes an independent vendor who maintains market survey information on rents for comparable units in the area.

If MHA determines that the amount of rent requested by the owner is not reasonable, a reasonable rent will be computed, and MHA staff will tender a counter-offer to the owner. Failure by the owner to lower the rent will result in disapproval of the unit for the program. If the unit is disapproved and the family's voucher has expired, tolling time will be added to the term of the voucher equal to the number of days from which the determination and notification to owner and participant were made.

#### Inspection Standards

MHA adheres to Housing Quality Standards (HQS) standards as established in 24 CFR 982.401 to perform all required inspections. Interpretative guidance for HQS acceptability criteria is taken from Form HUD 52580-A dated 9/00, the HUD Housing Inspection Manual and MHA Inspection Policy and Procedure memoranda. Before any unit is approved under the Housing Choice Voucher Program, MHA requires compliance with HQS. Units must be inspected and pass HQS prior to approval of any lease, and at least annually thereafter. Inspections may also occur on other occasions, as warranted, such as in the case of a request for inspection by the owner or family. MHA will conduct a total of two inspections during the annual inspection process. Owners may request a third inspection which will be scheduled within 30 days of the request. Abatements will remain in affect during this period.

Property owners/agents and families are encouraged to be present during an inspection of their unit(s) by MHA.

If at the initial inspection there are defects or deficiencies, which must be corrected to make the unit decent, safe and sanitary, the owner, will be advised by MHA of the work required. MHA will give the owner a specified date by which to complete the work. Before a contract is executed, any unit that fails must be re-inspected to ascertain whether the necessary work has been performed. The unit must be approved as compliant with HQS before execution of the contract.

MHA may deny a contract for a unit if the unit has a history of failed inspections for major infractions within the past 24 months. Major infractions include, but are not limited to failing paint issues, plumbing or sewage, heat or hot water, flooding or leaks at window or roofs, gas leaks, or ongoing electrical malfunctions, and evidence by previous participant tenants of

excessive utility bills or other such infractions. A minimum of three or more complaint inspections or repeated failures during annual, quality control or complaint inspections in a 24 month period where major infractions were cited, or where ongoing HQS violations are documented may be cause for denial of a new contract or termination of an existing contract. Owners are encouraged to inspect their property periodically during the term of the HAP contract to insure compliance.

*Proof of Ownership/ID*

MHA will require all property owners who request to rent their units through the HCV program to provide proof of ownership, the property parcel identification number, and a W-9 form. Acceptable forms of ownership documentation include a deed, property tax records and a HUD settlement statement (for transactions processed within the last 30 days of the date the HAP is to be executed). The owner must provide a minimum of one (1) document establishing ownership. MHA will compare the documentation provided by the property owner with information available on the Shelby County Tax Assessor, Shelby County Trustee, the Register's Office, and other local government websites, when available. In cases where the owner has elected to utilize the services of a property management company or has otherwise designated an agent to act on his/her behalf, MHA will request a copy of the management or agent agreement, a statement from the owner identifying the individual/s authorized to execute HAP Contracts on his/her behalf in addition to proof of ownership documentation.

MHA may not enter into a Housing Assistance Payment contract for any property until ownership, and, if applicable, authorization to act on the owner(s) behalf, are clearly established. MHA reserves the right to request additional documentation as necessary.

MHA may establish a direct deposit method of payment of HAP obligations. Owners are required to provide TIN's that match their banking information, to the extent that financial transactions are successfully managed. MHA will not enter into a contract where the owner is unable to establish a TIN that matches names or entities identified on ownership documents.

**RIGHT TO RECOUP AMOUNTS PAID**

If a contract is terminated after a payment has been made, or it is determined that an owner accepted payments for a unit not occupied in accordance with the terms of the HAP contract, MHA may recoup amounts paid erroneously by withholding any payment owed to that owner, even if the payment owed is for another HCV participant. MHA may deny any new RTA for an owner who has a balance outstanding to MHA or withhold HAP payments on new contracts until outstanding balances have been satisfied.

**Transfer of Ownership**

In order to avoid disruption in HAP payments owners must obtain the prior written consent of MHA before any assignment of the HAP Contract. In the event prior written consent was not requested nor granted, the HAP contract is terminated. Where a transfer of ownership has been approved when a HCV family is residing in the unit a copy of the transfer of ownership

documents, verification of taxes paid and a W-9 shall be request shall be completed. MHA is not responsible for funds already disbursed to the former owner.

*Disapproval of Property Owner and/or Owner Participation*

MHA will not approve a unit if the owner has a history or practice of failing to terminate tenancy in units assisted under Housing Choice Voucher or any other federally assisted housing program for activity by the tenant, any member of the tenant's household, a guest or another person under the control of any member of the household that:

1. Threatens the right to peaceful enjoyment of the premises by other residents;
2. Threatens the health or safety of other residents, of employees of the MHA, or of owner employees or other persons engaged in management of the housing;
3. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
4. Engages in drug-related or violent criminal activity.
5. The owner has a history of units which fail to meet HQS during routine, annual or complaint inspections.

MHA will also deny or terminate owner participation for one or more of the following reasons:

1. The owner is debarred, suspended or subject to a limited denial of participation by HUD or is under restriction by the City of Memphis;
2. If directed by HUD because the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act;
3. If directed by HUD because a court or administrative agency has determined that the owner has violated the Fair Housing Act.
4. Acts in collusion with a recently debarred or suspended owner for the purpose of circumventing the debarment or suspension.
5. MHA has verified that the owner has delinquent property taxes associated with the subsidized unit.
6. The owner has recently received payments for subsidy of a unit on which foreclosure and displacement of a participant occurred.

MHA, at its discretion, may deny participation to an owner if any one of the following conditions exists:

1. The owner has violated obligations under any Housing Choice Voucher HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);

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2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
3. The owner has engaged in drug-related criminal activity or any violent criminal activity.
4. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
5. The owner has a history or practice of renting units that fail to meet State or local housing codes;
6. The owner has not paid State or local real estate taxes, fines or assessments;
7. The owner threatens or is abusive towards MHA personnel; or
8. The owner(s) has not provided adequate proof of ownership.

The individual circumstances and seriousness of such conditions will be considered prior to disapproval of an owner.

If MHA determines that the owner and unit are acceptable, the assistance contract may be approved. If the unit cannot be approved, the owner and subsidy holder will be notified and provided with the reason and an opportunity to correct any deficiencies.

*Property Owner or Landlord Suspension and Debarment*

Property owners, landlords, and/or their designees, who commit fraud within the HCV program or knowingly violate the HAP Agreement may be suspended or debarred at the discretion of the Authority. It will be handled as an internal administrative matter of the Memphis Housing Authority

Contracts or HAP agreements shall not be entered into or awarded to debarred or suspended owners or landlords. A debarment by the Authority shall be for a period of six (6) years. Suspensions may be issued for any period from one (1) to five (5) years.

If an owner, landlord or their designee, is determined by the Authority to have committed an act or action justifying the sanction of suspension or debarment, the landlord shall be advised in writing by regular and certified mail of the reason for the determination.

The Owner or Landlord will have fifteen (15) days from the date the notice is mailed to appeal the determination to the HCV Director in writing by certified mail. Upon receipt of said notice the HCV Director will schedule a hearing for the owner before the HCV Hearing Panel or other designated review panel

The panel or review committee will within 15 working days from the date the appeal is heard render an advisory decision in writing to the HCV Director. The HCV Director may accept, reject or amend the decision of the Panel and will notify the Owner or Landlord within 10 days of his disposition of the matter. The HCV Director's disposition shall be final and binding upon the Agency and Owner.

*Restriction on Renting to Relatives*

Housing Choice Voucher recipients may not rent units which are owned by a close relative (defined as the parent, child, grandparent, grandchild, sister, or brother) of any member of the recipient's household. The exception to this rule is if the recipient household member has a disability and, renting from a close relative is determined to be a reasonable accommodation. This policy applies only to new admissions and transfers. The policy does not affect current participants who are leasing units from close relatives until they decide to move or unless the owner wishes to amend the lease or execute a new HAP Contract for the same unit. It also does not affect families at the time that their subsidy is converted to the Housing Choice Voucher so long as they remain in the same unit under the same lease agreement.

**Q. Lease Requirements and Contract Execution**

After the unit passes inspection and the Contract Rent is approved, MHA will confirm the family composition and income and allowances with the family. Changes will be re-verified. The owner and tenant will provide MHA with a copy of the signed Lease.

Grounds for Lease Termination

Federal regulations require that the lease include the following as grounds for lease termination:

1. Drug-related criminal activity or violent criminal activity: engaged in on or near the premises by any tenant, household member or guest; or, engaged in on the premises for any other person under the tenant's control;
2. Illegal drug use or a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
3. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises) and by persons residing in the immediate vicinity of the premises;
4. When it is determined the tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit crime that is a felony under the laws of the state from which the individual flees; and
5. When the tenant is violating a condition of probation or parole imposed by Federal or state law; any member of the family household is subject to a lifetime registration requirement under a State sex offender registration program in the state where the housing is located.

*Tenancy Protections for Victims of Abuse Under the Violence Against Women Act (VAWA)*

Per the requirements of the Violence Against Women and the Justice Department Reauthorization Act of 2005 (VAWA), and as incorporated into the HAP Contract and Tenancy Addendum, MHA and unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, dating violence, or stalking as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy or occupancy rights if a member of the tenant’s immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, MHA may terminate assistance to the offending household member, or an owner/manager may “bifurcate” a lease, or otherwise remove the household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict, or MHA to terminate assistance to any tenant under program guidelines if either party can demonstrate an “actual and imminent threat” to other tenants or persons employed at or providing services to the property.

An assisted family may receive a voucher and move in violation of the lease under MHA’s portability policy if the family has complied with all other obligations of the voucher program and moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking, and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit. (See Section M)

MHA will request in writing that a family that seeks to move to another unit or prevent eviction, removal, termination of occupancy rights, or termination of assistance under a claim of abuse complete the HUD Certification of Domestic Violence, Dating Violence or Stalking. The victim shall provide the name of the perpetrator on the form. In lieu of, or in addition to the form, a victim may provide to MHA:

- A Federal, State, tribal, territorial, or local police record or court record; and/or
- Documentation signed and attested to 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 domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional’s belief

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that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or stalking has signed or attested to the documentation.

The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence or Stalking within 14 business days of receiving the written request for the certification from MHA. If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by MHA, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively “domestic violence”) will apply.

All information provided by the victim to an MHA employee or unit owner/manager relating to an incident of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, must be retained in confidence and neither entered into any shared database nor provided to any related party, except to the extent that the disclosure is:

- d. Requested or consented by the individual in writing;
- e. Required for use in an eviction proceeding or termination of assistance; or,
- f. Otherwise required by applicable law.

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*Family Obligations*

The family shall be obliged under the terms of its Voucher subsidy to:

1. Supply such certification, release information or documentation as MHA determines to be necessary in the administration of the program, including information required by MHA for a regularly scheduled re-examination or interim re-examination of family income and composition or pursuant to a Quality Control Review or HUD Audit in accordance with HUD requirements.
2. Allow MHA to inspect the dwelling unit at reasonable times and after reasonable notice. The family must allow the owner/landlord access to make repairs.
3. Notify MHA, in writing at least thirty (30) days before vacating the dwelling unit as well as providing MHA with a copy of the notice to vacate the unit submitted to the owner.
4. Use the dwelling unit solely for residence by the family and as the family’s principal place of residence; and shall not assign the lease or transfer the unit.
5. Not receive Section 8 tenant-based program housing assistance while residing in a unit owned by a parent, grandchild, sister, brother, or any member of the family, unless MHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
6. Avoid creating a breach of HQS by:



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- Failing to pay for utility bills in the family's name and/or to make Utility Reimbursement payments directly to the Utility Company on the family's behalf;
  - Not allowing the landlord/owner access to the unit to make repairs;
  - Failing to provide and maintain any appliances the owner is not required to provide;  
or
  - Damaging or allowing any family member or guest to damage the unit or common areas.
7. The family must also correct, within 24 hours, any life-threatening breach of HQS it has caused, and any other violations within the time frame specified by MHA.
8. The family and their guest(s) shall not:
- Commit serious or repeated violations of the lease.
  - Own or have any interest in the dwelling unit unless as a participant in the "SHAPE" Homeownership Program. However, if the owner is a cooperative, the family may be a member of the cooperative.
  - Commit any fraud, bribery or any other corrupt criminal act in connection with the Housing Choice Voucher Program;
  - Receive assistance (including each family member) under the Housing Choice Voucher Program while occupying, or receiving assistance for occupancy of, any other unit assisted under any Federal housing assistance program (including any *Subsidy Program*).
  - Engage in any drug-related criminal activity, violent criminal activity, or illegally possess weapons.
  - Engage in the use of illegal drugs or abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  - Not engage in or threaten abuse or violent behavior toward MHA personnel.
  - Not damage the unit or premises (other than damages from ordinary wear and tear) or permit any guest to damage the unit or premises.
9. Families must report to MHA any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days. At initial lease-up, and while preparing to move-in, MHA will allow the families to be absent from the unit up to a maximum of 30 days. Subsequent to move-in, MHA will

permit absences of no more than 90 days, unless the participant can document a medical need.

10. Families must cooperate with MHA in complying with EIV regulations, by signing all required documents and providing requested information related to EIV data.

In no case may a participant be absent from a unit for more than 180 days. If the family leaves the household for more than 90 days for a reason other than medical need, the unit will not be considered the family's principal residence and the family shall be terminated from the program.

#### **R. Information and Assistance**

Program participants will be informed that MHA staff is available to discuss and assist with any program related issues. Participants will be instructed to contact owners directly to request needed maintenance or repairs; however, if the owner fails to respond within a reasonable period of time, the family should contact the MHA Inspections Department to schedule a complaint inspection.

#### **S. Reexamination of Household Composition, Income, Allowances and Rent**

##### *Annual Reexaminations*

MHA will re-examine the income, assets, expenses and family composition of all families at least annually. Approximately ninety (90) days prior to the family's re-examination effective date, the family will be notified of a scheduled re-examination interview. If the family is unable to attend the scheduled interview, another appointment will be scheduled. If the family fails to keep the second appointment, MHA may send the family a notice terminating assistance under the Housing Choice Voucher Program, effective on the family's re-examination effective date.

MHA will conduct recertification of participants who meet HUD's definition of elderly or disabled, utilizing a one bedroom payment standard, by mail. A follow up review will be conducted by telephone when the completed documents are returned by the participant. Participants who cannot be reached by telephone may be required to attend an office appointment if documentation is incomplete or unclear. Participants will be given an option to schedule an in person appointment if they prefer to. A notice to attend an office appointment will be mailed to any household that does not return mailed documents within the prescribed timeframe. Termination processes begin after one failure to return mailed documents plus one missed appointment or two missed appointments. A percentage of participants who are recertified by mail will be required to attend an office appointment in addition to the mail in recertification as a quality control practice. These participants will be notified by mail. The appointment will consist of a review of submitted documents and verification of the participant's identity.

##### *Move to a New Unit*

Re-examination will be required when a family receives a new Housing Choice Voucher for the purpose of moving to a new unit to ensure that the re-examination cycle continues to parallel any new HAP contract anniversary date.

*Interim Reexaminations*

Rent and other charges shall remain in effect for the period between regularly scheduled re-examinations, except when:

- There is a change in the household composition. Any change in the household composition must be reported within 30 days. If the change in household composition results in a reduced income for the household, the tenant's rent will be adjusted. Any new household members must be approved by MHA. If the addition of a household member results in an increase in income, the tenant's rent will be adjusted accordingly.
- There is a decrease in household income that is expected to last longer than 30 days.

Decreases in the tenant's Total Tenant Payment will be effective the first day of the month following the month in which the change is reported; provided, the change was reported within 30 days. Increases will become effective at the first day of the second month following the date the change occurred.

Interim re-examinations do not affect regularly scheduled re-examination effective dates.

MHA will schedule special re-examinations every 180 days for families reporting zero (\$0) income. Families reporting \$0 income will be required to have all adult household members sign a certification of \$0 income and a Release allowing MHA to obtain a certified copy of any tax return submitted to the IRS by all adults residing in the household. Zero income families may be asked to complete budget forms and answer other inquiries designed to determine if the household has income as defined by HUD regulations that may not be apparent to them. Failure to comply with these re-examination requirements will be considered grounds for termination of assistance.

**Criminal Backgrounds and Continuing Eligibility**

In order to determine if participants and household members are in full compliance with participant responsibilities related to drug or other criminal activity, Memphis Housing Authority may conduct annual criminal background checks.

Memphis Housing Authority may conduct criminal background checks at recertification for continued participation in the Housing Choice Voucher Program or as a component of an investigation regarding violations of participant responsibilities. MHA may also provide information to Law Enforcement officials, obtain daily arrest reports and other records regarding drug related or other criminal activity which may be in violation of HCV participant responsibilities.

**T. Contract Rent Increases**

At all times during the assisted tenancy, the rent to the owner may not exceed the reasonable rent as most recently determined or re-determined by MHA.

MHA will re-determine the reasonableness of the rent under the following circumstances:

- Before any increase in the rent to the owner;
- If there is a 5 percent decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary; or
- If directed by HUD.

Rent increases will not be approved unless the rent is comparable and the unit is in decent, safe, and sanitary condition and the owner is in compliance with the terms of the HAP contract and lease.

The Contract Rent may not be increased during the initial term of the lease. After the initial term, owners may request an increase at any time but must provide written notice of any proposed increase to the family and to MHA in accordance with the lease and contract. The increase will not be approved unless the increased rent meets rent reasonableness requirements and the family agrees to the increase.

Families who wish to move because of the owner's rent increase will be required to give the owner proper notice and notify MHA at least 30 days in advance.

#### **U. Rent Abatement and Contract Terminations for HQS Violations**

##### *Non-Emergency HQS Inspections*

MHA will send the owner advance written notification, in accordance with the HAP contract, when MHA plans to abate payments. MHA will also notify the family of this action and apprise the family of its responsibility, based on applicable State or local law, for the payment of the tenant share of rent to the owner. When an owner fails to correct cited repairs within the specified time frame, housing assistance payments will be abated at the end of the month in which the failed reinspection occurred, and will continue until such time when:

- The owner corrects the deficiencies, in which case the housing assistance payments may be resumed as of that date; or
- The HAP contract expires or is terminated.

No retroactive payments will be made for the period during which the rent abatement occurred. When the deficiencies are corrected, however, proration of the monthly HAP payment may be provided to the owner based on the date a MHA inspector certified the required work was completed.

MHA will terminate HAP contracts which are under abatement at the earlier of: a) the month the family living in the unit has moved, or b) two months after the last HAP payment was made.

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*Emergency HQS Inspections*

In cases of owner or tenant failure to repair life-threatening conditions within the required 24-hour time period, HAP contracts will terminate the end of the month following expiration of a 30-day notice to terminate. Life-threatening conditions include, but are not limited to:

- No heat between November 1 and March 1.
- No electricity in the entire unit.
- No running water.
- Natural gas leak or fumes from any fuel burning equipment.
- Major plumbing leaks or flooding (such as sewer backup or stoppage).
- Any electrical outlet, switch, stationary light fixture, fuse box or circuit breaker that smokes, sparks or short circuits, creating a fire hazard.
- Uninhabitable units due to fire, tornado, destroyed or vandalized property that prevents a tenant from using the bathroom or kitchen or from entering the dwelling unit.
- Any life threatening condition as determined by the inspector and approved by the inspection supervisor.

**V. Repayment Agreements**

If a participant owes money to MHA, MHA may require the participant to enter into a repayment agreement or may require repayment on demand. If the participant does not comply with the repayment agreement, MHA may terminate the participant from the program. However, MHA will consider extenuating circumstances on a case-by-case basis.

If MHA determines that the family committed fraud or was grossly irresponsible, MHA may require the family to repay the entire amount in full or have its assistance terminated, since fraud or gross irresponsibility are considered a violation of a family obligation.

In no case does MHA have a responsibility to enter into a repayment agreement. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed. MHA may take such action, as necessary, to collect the amounts owed.

**W. Family Moves**

*Moves Requested by Participant Family*

A family is not permitted to move during the initial lease term. Thereafter, families may move no more frequently than once every twelve months.

A participant family, who wants to move, **must** vacate the unit in compliance with the lease (e.g. provide landlord with adequate notice). The family must provide MHA thirty (30) days written notice and a Request for Tenancy Approval in order to receive a Voucher to lease a new unit. MHA may opt to conduct a criminal background check of the members of the household who are 17 years of age and older prior to approving the issuance of a voucher to move. Provided all obligations have been met, the family will be issued a Voucher to lease a new unit. MHA will not unduly deny the issuance of a voucher based on an owner's report of non-compliance that has existed for a substantial period of time prior to the tenants request, i.e. The owner reported that the tenant has owed rent for several months, but has not previously notified MHA nor has taken legal action.

The requirement to vacate the unit in compliance with the lease may be waived if a family requests a portability move due to actual or threatened domestic violence, dating violence or stalking. MHA will request in writing that tenants that seek to move under a claim of abuse complete the HUD Certification of Domestic Violence, Dating Violence or Stalking or provide other documentation in lieu of the form. See Sections M and O for details.

#### *Moves Required by MHA*

MHA may require participant families to move from one unit to another unit if the unit is overcrowded , the owner fails to comply with HQS requirements or the unit is in foreclosure. .

#### **X. Family Break-Up**

In the case of family break-up, MHA has the discretion to decide which members of an assisted family will continue to receive the housing assistance. The factors to be considered may include: whether the assistance should remain with family members remaining in the original assisted unit; the interest of minor children or of ill, elderly or disabled family members; and whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household. MHA will not approve a transfer of the voucher from one head of household to another head of household where it constitutes a violation of waiting list and preference policies.

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

#### **Y. Termination of Tenancy**

##### *By the Owner*

An owner may evict the resident from the unit only by instituting a court action and only for one of the following reasons:

1. Serious violation (including but not limited to failure to pay rent or other amounts due under the lease) or repeated violation of the terms and conditions of the lease;

2. Violation of Federal, State or local law which imposes obligations on the resident in connection with the occupancy or use of the dwelling unit and surrounding premises; or
3. Other good cause (only permitted after expiration of the initial lease term).
4. Owner termination of residency for other good cause may include:
  - The tenant's failure to accept the offer of a new lease in accordance with HUD regulations
  - A history of disturbances of neighbors or destruction of property;
  - Living or housekeeping habits resulting in damage to the unit or property;
  - Criminal activity by family members involving crimes of physical violence to persons or property;
  - A business or economic reason; and
  - The owner's desire to utilize the unit for personal or family use.
  - Per the requirements of the Violence Against Women and the Justice Department Reauthorization Act of 2005 (VAWA), unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, dating violence, or stalking as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights if a member of the tenant's immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, an owner/manager may "bifurcate" a lease, or otherwise remove the household member from the lease, in order to evict, remove, or terminate occupancy rights for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict any tenant under program guidelines if s/he can demonstrate an "actual and imminent threat" to other tenants or persons employed at or providing services to the property.

This list of examples is intended as a non-exclusive statement of some situations included in "other good cause," but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list.

If the owner opts not to renew the Lease or to terminate the HAP contract for a business or economic reason (such as the sale of the property, renovation of the unit or desire to rent the unit at a higher rate) or if the HAP contract is to expire, the owner must give written notice to the family and MHA in accordance with the lease.

The owner must notify MHA in writing of the commencement of procedures for termination of tenancy at the same time that the owner gives notice to the resident under State and local law. The notice to MHA may be given by furnishing to MHA a copy of the notice to the tenant.

*By the Tenant*

The tenant may terminate the lease without cause at any time after the initial term of the lease, according to the requirements stated in the lease, with written notice by the tenant to the owner (with a copy to MHA). The tenant may, however, only receive a Voucher to move if it has been at least 12 months since the last household move with assistance.

The requirement to vacate the unit in compliance with the lease may be waived if a family requests a portability move due to actual or threatened domestic violence, dating violence or stalking. MHA will request in writing that tenants that seek to move under a claim of abuse complete the HUD Certification of Domestic Violence, Dating Violence or Stalking or provide other documentation in lieu of the form. See Sections M and O for details.

**Z. Denials and Terminations**

*MHA Termination of the HAP Contract*

MHA will terminate a current HAP contract or deny approval of a new HAP contract for the reasons listed below. In these cases, the HAP contract will terminate on the last day of the month following the month in which MHA provided the owner with notice.

MHA may terminate the HAP contract for any owner breach of contract, including the following:

1. HAP contract violation (such as not maintaining HQS);
2. Any fraud or bribery or other corrupt or criminal act in connection with Federal housing programs;
3. Has a history or practice of failing to terminate tenancy of tenants of assisted units for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (a) threatens the right to peaceful enjoyment of the premises by other residents; (b) threatens the health or safety of other residents, of employees of MHA, or of owner employees or other persons engaged in management of the housing; (c) threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or, (d) commits drug-related criminal activity or violent criminal activity.



4. Engaging in any drug-related criminal activity or any violent criminal activity; or
5. Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program. (Only for projects with mortgages insured or loans made from HUD.)
6. Seriously delinquent taxes.
7. Habitual failure to maintain HQS.

The nature and extent of circumstances will be considered when such HAP contract terminations are proposed.

*Denial or Termination of Assistance to Applicant/Participant Families:*

MHA may deny housing assistance to any applicant household:

1. Who does not meet eligibility requirements, including providing valid social security number information for all household members;
2. Who has any household member who refuses to sign or submit consent forms;
3. Wherein the Total Tenant Payment is greater than the Payment Standard;
4. Who has any household member who has been evicted from public housing within the past five years or has outstanding balances to any PHA as recorded in HUD's EIV data system;
5. If MHA has ever terminated assistance to any household member under the Housing Choice Voucher Program; and
6. Who has any household member who illegally possesses weapons?

MHA may deny or terminate housing assistance to any applicant or participant household who:

1. Violates program obligations, including compliance with HQS.
2. Commits fraud in connection with this program or any other Federal housing assistance program. If MHA determines that the family committed willful and intentional fraud, MHA may require the family to repay any amount owed in full or the family's assistance may be terminated. MHA may, at its discretion, offer the applicant or participant the opportunity to enter into an agreement to repay the amounts owed to MHA or another Housing Authority. If MHA elects to make such an offer, the agreement shall be on terms prescribed by MHA. MHA may, at any time, deny or terminate assistance for breach of such agreement. (See also Section T. Repayment Agreements.)
3. Owes money to MHA or any other Housing Authority in connection with the Housing Choice Voucher Program or the Public Housing Program, if an applicant; or owes money

to MHA and breaches a reimbursement agreement, if a Housing Choice Voucher participant;

4. Has engaged in or threatened abusive or violent behavior toward MHA personnel;
5. Has \$0 in housing assistance payments paid on the family's behalf for six months;
6. Is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. The premise is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.
7. Is convicted of other drug-related or violent criminal activity within the past two years.
8. Is subject to a lifetime registration requirement under a State sex-offender registration program in the state where the housing is located and in other states where the household is known to have lived.
9. Has any household member who illegally possesses weapons;

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, MHA will consider all of the circumstances of the case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

Per the 2005 Violence Against Women Act, the following tenancy protections have been instituted for victims of actual or threatened domestic violence or stalking:

- Incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be "serious or repeated" violations of the lease or other "good cause" to terminate the assistance of victims of abuse.
- Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for termination of assistance if a member of the tenant's immediate family is the victim or threatened victim of that abuse.
- If an assisted household member engages in criminal acts of physical violence against family members or others, MHA may terminate assistance to the offending household member in order to terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.
- These protections will only be accorded to participants that complete the HUD Certification of Domestic Violence, Dating Violence or Stalking or provide other

documentation in lieu of the form within specified timeframes. See Section O for documentation requirements.

- These statements do not limit the authority or ability of MHA to terminate assistance to any tenant under program guidelines if either MHA or the unit owner/manager can demonstrate an “actual and imminent threat” to other tenants or persons employed at or providing services to the property.

Families must report any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days to MHA. At initial lease-up, and while preparing to move-in, MHA will allow the families to be absent from the unit up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days, unless the participant can document a medical need.

In no case may a participant be absent from a unit for more than 180 days. If the family leaves the household for more than 90 days for a reason other than medical need, the unit will not be considered the family’s principal residence and the family shall be terminated from the program.

**AA. Informal Reviews and Hearings**

*Informal Reviews of Procedural Compliance*

To request an informal review of MHA’s decision to deny assistance, an applicant for participation in the Housing Choice Voucher Program must submit a request for a review. The request must be submitted in writing, within 15 business days from the date of MHA’s initial notice of determination. MHA shall give an applicant an opportunity for an informal review of a decision denying the applicant for one of the following reasons:

- Listing on MHA’s waiting list;
- Issuance of a Voucher;
- Participation in the program; or
- Any type of preference.

Informal reviews will not be granted to applicants who dispute the following actions:

1. The number of bedrooms entered on the Voucher;
2. A determination that a unit does not meet or comply with Housing Quality Standards;
3. A decision not to approve a request for an extension of the term of the Voucher; or
4. General policy issues or class grievances.

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The informal review shall be conducted by a staff member(s) designated by MHA, other than a person who made or approved the decision, or a subordinate of such person. A Hearing Panel may be appointed by MHA to conduct informal reviews.

MHA shall give the applicant prompt written notification of the result of the hearing. The notification shall:

- Be given personally to the applicant or member of the family or sent by first class mail to the last known address; and
- Give a brief statement of the reason(s) for the decision.

*Informal Hearings*

To request an informal hearing, the participant in the Housing Choice Voucher Program must submit a request, in writing, within ten (15) business days from the date of MHA's notice of adverse action. MHA shall give the participant an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the participant are in accordance with law, HUD regulations and MHA rules in the following situations:

- A determination of the amount of Total Tenant Payment, Family Share, Family Rent to Owner, or Payment Standard. (This requirement does not apply to utility allowance schedules.)
- A decision to deny or terminate assistance on behalf of the participant;
- A determination that a participant family is residing in an overcrowded dwelling unit;
- In the case of a participant who wants to move to another dwelling unit, a determination of the number of bedrooms to be entered on a Voucher; and
- A decision to delay, terminate or deny assistance because of ineligible immigration status (this applies to both applicants and participants).

An informal hearing **will not** be granted to participants to review:

- General policy issues or class grievances;
- A determination that
  - a unit does not comply with Housing Quality Standards,
  - that the owner has failed to provide decent, safe and sanitary housing, or
  - that the unit is not decent, safe and sanitary because of an increase in family size or change in composition; or

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- A decision by MHA to exercise any remedy against an owner.

The informal hearing for participants shall be conducted in accordance with the following procedures:

1. MHA shall appoint a hearing officer or **panel** to conduct the hearing, other than the person who made or approved the decision under review or a subordinate of such person;
2. The family, at its own expense, may be represented by a lawyer or other representative;
3. The family or its counsel/representative shall be given an opportunity to examine evidence, question adverse witnesses, and to present testimony and evidence in its favor;
4. Evidence shall be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings;
5. The hearing officer **or panel** shall issue a written decision stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing; and
6. A copy of the hearing decision shall be furnished promptly to the participant and the HCV department. .

MHA is not bound by a hearing decision:

1. Concerning a matter for which MHA is not required to provide an opportunity for an informal hearing;
2. Beyond the authority of the person conducting the hearing under MHA's hearing procedures; or
3. Contrary to HUD regulations or requirements or otherwise contrary to Federal, State or local law.

If MHA determines that it is not bound by a hearing decision, MHA shall promptly notify the participant of the determination and of the reasons for the determination.

**BB. Damages to the Unit, Unpaid Rent and Vacancy**

MHA assumes no liability for damages, unpaid rent or vacancies. Owners are expected to collect a security deposit in accordance with local practices and enforce their lease regarding.

**CC. Restrictions on Assistance to Noncitizens**

As of June 19, 1995, HUD regulations prohibit MHA from providing housing assistance to noncitizens with ineligible immigration status. MHA will comply with all requirements of the regulations and the following policies:

*Continued Assistance at Full Amount*

Continued assistance at the full amount will be provided to certain mixed families. Mixed families are households in which one or more family members are citizens and/or have eligible immigration status and the remaining members do not. Mixed families that meet the following three criteria will receive continued assistance, at the full amount allowable under the Housing Choice Voucher Program, as long as they meet the requirements of the Housing Choice Voucher Program.

- The family was receiving assistance under a covered program as of 6/19/95;
- The family's head of household or spouse has eligible immigration status; and
- The only other people in the family without eligible immigration status are the head of household, spouse or parents or children of the head of household or spouse.

*Prorated Assistance*

All mixed families that are not eligible for, or interested in, continued assistance will be offered a prorated housing assistance payment based on the number of eligible family members. Applicant families who reject this option will not be assisted.

*Extensions of Time to Document Status*

Applicants and currently assisted households who have members who are noncitizens will be given an extension of time to submit evidence of eligible immigration status when the family:

- Submits the required declaration of eligible immigration status (see Section IV. C. Determination of Eligibility); and
- Certifies the evidence needed is temporarily unavailable, additional time is needed, and that prompt and diligent efforts will be undertaken to obtain the evidence.

MHA will notify families of whether their extension has been granted or denied, and the time period for the extension based on the circumstances. If the extension is denied, MHA will provide the reason for denial.

*Denial or Termination of Assistance*

Full or prorated assistance to an applicant or currently assisted household, with at least one person with documented status, will not be delayed, denied or terminated because of ineligible immigration status for the following reasons:

1. The INS verification process is not completed;
2. The family member in question moves;

3. The INS appeals process has not been completed;
4. For a currently assisted household, the informal hearing process is not complete;
5. Assistance is prorated; or
6. Mixed family assistance is continued or deferral of termination of assistance is granted.

Once the INS appeal process is completed, assistance to an applicant may be delayed (but not denied) until any requested MHA hearing is concluded.

Assistance to an applicant will be denied and a currently assisted household's assistance terminated when:

- Declaration of citizenship or eligible immigration status is not submitted by the specified deadline or any extension; or
- Required evidence is submitted but INS primary and secondary verification does not verify immigration status, and
  - Family does not pursue INS or MHA appeal; or
  - INS or MHA appeal is pursued but decision(s) are rendered against family.

MHA will send a notice when it decides to deny or terminate assistance for a household. The notice will include the reason for a denial, if the family has any rights to prorated assistance, the right to appeal to the INS and the right to request an informal hearing in lieu of or after the INS appeal.

- For applicants, the notice will advise that assistance may not be delayed until the conclusion of the INS appeal process but may be delayed during the informal hearing process.

#### *INS Appeals*

If the secondary verification process does not confirm eligible status, MHA will notify the family in writing of the INS verification results and send the family a delay, denial or termination of assistance notice which informs the family of the right to file an appeal with the INS. The family has 30 days from the date of notification to request an appeal with the INS, in writing.

MHA may give a family an extension of time to file a request for extenuating circumstances.

No delay, denial or termination of assistance on the basis of immigration status will occur until the INS appeal process is completed.

When MHA receives a copy of the INS decision, MHA will notify families in writing of decisions concerning eligibility for assistance. If a family is ineligible, the notification will include the reasons and inform the family of its right to request an informal hearing.

#### *Informal Hearings*

Families who are denied eligibility because they do not meet the requirements of the restrictions on assistance to non-citizens, may request an informal hearing within ten (15) days of the mailing of the INS decision or within ten (15) business days of MHA's decision to delay, terminate or deny assistance, or in lieu of an INS appeal. MHA will extend this request period for a specified period of time for good cause.

For currently assisted households, the informal hearing procedures are described under Section IV. Y. Informal Reviews and Hearings. For applicants, an informal hearing will be conducted by a person designated by the HA who may not be the person who made or approved the decision or a subordinate of the person who made or approved the decision. Applicant families requesting a hearing shall:

1. Have the opportunity to examine and copy documents pertaining to eligibility status (at their own expense);
2. Have the opportunity to present evidence and arguments in support of eligible status;
3. Have the opportunity to contest evidence used by the HA and to confront and cross-examine witnesses called by the HA;
4. Be entitled to be represented by an attorney or other designee;
5. Be entitled to arrange for an interpreter at the expense of the applicant or the HA, as agreed upon by both parties;
6. Be entitled to have the hearing recorded by audiotape.

MHA will notify the family of its decision within **fifteen (15)** business days of the informal hearing.

#### **DD. Administrative Fee Reserve Expenditures**

Expenditures from the administrative fee reserve of the HCV program in excess of \$100,000 will be approved by the MHA Board. The Executive Director or his designee must approve expenditures of less than \$100,000.

### **VII. Monitoring Program Performance**

MHA will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in applicant and participant files. Inactive files will be maintained for three years.



Applicable records related to immigration status will be maintained for 5 years. All other aspects of monitoring program performance will be performed in accordance with HUD requirements and MHA's policies.

In order to ensure adherence to the Housing Quality Standards and to monitor inspection determinations, a qualified staff person or agent of the Authority, who did not conduct the original or reinspection, will re-inspect a random sample of the approved units.

## VIII. Interpretation and Amendment

### B.A. Interpretation

The policies set forth herein shall be interpreted, implemented and acted upon in relation to the laws of the United States and the State of Tennessee, and all rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the Policies and Procedures described in this Administrative Plan and all of which are incorporated herein by reference and all current rules, regulations and policies, including, but not limited to, Income Limits, Utility Schedules and Fair Market Rents, shall be in accordance with Federal law.

### C.B. Amendment

The policies outlined herein shall be amended only by resolution adopted by the affirmative vote of the MHA Board upon recommendation by MHA. No action shall be required to make changes required by laws of the United States or the State of Tennessee or any rules, regulations and policies enacted, enforced or promulgated by the United States Department of Housing and Urban Development, all of which shall take precedence over the herein expressed Policies, and all of which are incorporated herein by reference. MHA Board of Directors will be notified of any subsequent changes that may be effective through new Federal regulations.

## IX. Project-based Voucher Program

### A. Overall Approach

MHA may designate a maximum of twenty percent (20%) of its non-targeted housing choice voucher allocation for project-based vouchers in order to administer project-based Voucher assistance. MHA will project-base the vouchers for newly constructed, rehabilitated or existing housing units. MHA will enter into a Housing Assistance Payments (HAP) contract with qualified owners to provide project-based voucher assistance in compliance with MHA's PHA plan and consistent with the goals of deconcentrating poverty and expanding housing and economic opportunities.

### B. Program Objectives

The project-based voucher program is intended to provide housing assistance to individuals and families so that specific objectives can be accomplished in accordance with HUD's regulations as follows:

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- A. To encourage developers or property owners, including non-profit housing development corporations, to construct standard, or to upgrade substandard, rental stock throughout Memphis;
- B. To make existing, newly constructed or rehabilitated dwelling units available to very-low and low-income persons at rents within the MHA's applicable payment standard.

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Preference will be given to proposals that intend to attach project-based assistance to projects that meet or exceed targeted development areas as defined by the Consolidated Plan, or that compliment development priorities of the MHA. Projects that serve elderly or disabled populations or enhance participant self sufficiency will receive greater consideration.

However, as permitted under 24 CFR 983.51, beside selection through MHA's Request for Proposal (RFP) process, the agency may select developments for project based vouchers that have gone through a competitive selection process for housing assistance under a local, state or federal program.

### **C. Program Requirements**

At its discretion, MHA will solicit proposals from developers, property owners and nonprofit housing corporations to participate in the project-based voucher program. Project based assistance may be attached to existing units, units to be rehabilitated and newly constructed units. In addition, a maximum of twenty-five percent (25%) percent of the units in any one building may receive project-based voucher assistance. However, single-family properties and properties designated for elderly families, disabled families, or families receiving supportive services are exempt from the twenty-five percent (25%) limit.

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For the purposes of the project-based voucher program, existing units require a minimum expenditure of no less than \$1,000 per assisted unit, including a prorated share of work on common areas or systems to comply with federal housing quality standards (HQS) at the time MHA notifies the applicant of selection. Rehabilitated units, for the purpose of the project-based voucher program, are units that require a minimum expenditure of \$1,000 per assisted unit, including a prorated share of work on common areas or systems to comply with HQS.

All subsidized units in the building receiving project-based assistance shall be inspected for HQS, as stipulated in this Administrative Plan. MHA shall inspect each unit on an annual basis. Only units that comply with HQS shall be included in the HAP contract.

For units undergoing rehabilitation or new construction concerning site and neighborhood standards apply. The site shall be accessible to social, recreational, educational, commercial, health facilities, and other appropriate municipal facilities and services.

Properties to be assisted under the project-based voucher program will be subject to the Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA) and the requirements of 49 CFR, Part 24, subpart B.

#### **D. Location of Project-based Vouchers**

MHA may administer the program on a city-wide basis. In compliance with the federal regulations and the MHA's Equal Housing Opportunity Plan, suitable dwelling units must be made available under the project-based voucher program in structures that exceed in quality, design or type units generally available in the local market if they are not are located in areas outside of low income and minority concentrations, unless a waiver is requested from and granted by HUD.

MHA may request exceptions of the requirement that project-based assistance be located in census tracts with a poverty rate of less than twenty percent (20%) percent, based upon the review of the proposals submitted to MHA.

#### **E. Administrative Approach**

MHA shall perform traditional Housing Choice Voucher program administrative responsibilities associated with the implementation of the project-based voucher program. These functions include, but are not limited to, outreach, review and selection of proposals, inspections, tenant selection from the waiting list, determination of tenant eligibility, and annual recertifications, in accordance with this Administrative Plan, for applications that involve new construction or rehabilitation of units. MHA Capitol, accounting staff or designee may also perform work write-ups, cost estimates, and feasibility analyses.

MHA reserves the right to solicit proposals from private concerns to perform selected administrative responsibilities in the implementation of the project-based voucher program or may contract with the property owner or developer of the project-based property for any administrative functions that are the responsibility of the housing agency.

### **X. Administration of Project-based Program**

#### **A. Solicitation of Owner Proposals**

MHA will solicit owner participation by advertising in four newspapers of general circulation, such as The Commercial Appeal, The Daily News, La Prensa Latina and The Tri-State Defender, stating proposals to attach rental assistance for specific properties will be accepted.

The advertisement may be published at least three times over a period of not less than thirty (30) days, and will include a statement that applications will not be accepted beyond the specified 30-day deadline. The advertisement will also specify the number of dwelling units the MHA estimates that it will be able to assist under the funding that MHA is making available for this purpose and that only applications submitted in response to the advertisement will be considered. The advertisement will also state MHA's selection policies.

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For proposals requiring new construction or rehabilitation of assisted units, MHA will establish competitive procedures for the submission of proposals, which will be submitted to HUD for approval.

An application packet will be prepared for distribution to interested parties, and will also be made available at MHA's administrative offices. The packet will contain a description of the project-based voucher program, an outline of the rules and regulations governing the project-based voucher program, the required contents of owner proposals, and the criteria that MHA will use in the selection of eligible proposals.

At MHA's discretion, additional information may be provided at pre-proposal conferences or workshops.

### **B. Requirements for the Submission of Proposals**

The owner's submission of the application to the MHA must contain:

- A. Description of housing to be assisted, including the number of units by size (square footage); bedroom count; bathroom count; sketches of proposed new construction or rehabilitation, if applicable; unit plans; listing of amenities and services and estimated date of completion for units to be rehabilitated or constructed. For rehabilitation, the description must describe the property "as-is" and must also describe the proposed rehabilitation.
- B. Evidence of site control, and for new construction, identification and description of the proposed site, site plan and neighborhood.
- C. Evidence that the proposed new construction or rehabilitation is permitted by current zoning ordinances or regulations or evidence to indicate that the needed rezoning is likely and will not delay the project.
- D. The proposed contract rent per unit, including an indication of which utilities, services and equipment are included in the rent and which are not included.
- E. Information concerning the occupancy status of the units to be assisted under the project-based voucher program, including applicability of permanent and temporary relocation of site occupants.
- F. A certification from the owner that there will be no displacement of residential tenants from units to be assisted under the project-based voucher program.
- G. The identity of the owner, developer, builder, architect, management agent (and other participants) and the names of officers and principal members, shareholders, investors, and other parties have a financial interest; a disclosure of any possible conflict of interest by any of these parties; and information on the qualifications and experience of the principal participants, including previous participation in any HUD programs.

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H. The owner's marketing plan.

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I. The owner's plan for managing and maintaining the units.

J. Evidence of financing or lender interest and the proposed terms of financing.

K. The proposed term of the HAP Contract.

### **C. Initial Inspection**

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Prior to the ranking and rating of proposals, an initial inspection will be performed by MHA staff for properties included in proposals accepted for consideration of rating and ranking. MHA will not inspect properties included in the proposals that do not meet threshold requirements for further consideration.

A. The inspection will determine if the property is eligible as defined at 24 CFR § 983.101, meets federal HQS, and the occupancy status of the units to be assisted.

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B. For proposals which will involve rehabilitation, the inspection will also determine if the property can be rehabilitated without causing displacement of residential tenants from units to be assisted, will identify the rehabilitation work meets the minimum \$1,000 per unit requirement, and if the specific work items will bring the units in compliance with HQS.

C. For proposals in which there will be new construction, the inspection will determine that construction work has not begun.

D. Should MHA discover as a result of the initial inspection, that the proposal does not meet program requirements; the owner will be informed in writing of the reasons for the rejection.

### **D. Rating and Ranking of Proposals**

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The rating and ranking of proposals will be performed by MHA staff. With regard to the initial screening of proposals, the criteria that will be utilized to determine whether a proposal should be rejected without further review or accepted for further consideration of rating and ranking will include:

A. Receipt of the proposal by the date and time as specified in the advertisement

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B. Receipt of the proposal in the proper format, including submission of all specified forms with all of the entries completed as required

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C. Proposals that indicate gross rents will exceed one-hundred percent (100%) of MHA payment standards, or which clearly indicate that the proposed project is infeasible, will be rejected

D. Proposals involving ineligible properties or housing types identified in 24 CFR 983.53 will be rejected.

Proposals will be evaluated based on the factors determined by MHA to rate and rank proposals. Among the factors to be considered in the ranking and rating of proposals include: suitability of the site to accommodate the number and type of units proposed for assistance, including environmental and health and safety concerns; design elements, with preference to proposals that offer larger units to be assisted; experience of the owner and other participants in providing affordable housing; plan for the relocation of current tenants, if applicable; and financial feasibility of the project.

For proposals that involve new construction or rehabilitation of units, additional factors will be considered: the estimated cost per unit of construction or rehabilitation, and the experience of the owner and other participants in construction or rehabilitation of rental properties in accordance with HUD regulations.

**E. Notification to Owners**

Proposals that have been received in response to the MHA's advertisement which comply with all of the prescribed selection criteria and procedures and are deemed feasible will be rated and ranked in accordance with MHA's written policies. The Owners who submitted the highest ranked feasible proposals will be sent a written Notice of Acceptance stating the tentative number of units to be assisted.

**F. Selection of Contractor**

Owners are responsible for the selection of a competent contractor to undertake the new construction or rehabilitation work under the AHAP contract. The owner, contractor and his/her subcontractors are subject to Section 3 of the Housing and Urban Development Act, as amended in 1968, and the regulations at 24 CFR part 135, which requires that training, employment and contracting opportunities be provided, where feasible, to low-income Section 3 residents. MHA shall provide oversight and assistance regarding the owner's responsibility under Section 3.

**G. Uniform Federal Accessibility Standards: Section 504 and Fair Housing Act**

The owner and his/her contractors and subcontractors are subject to compliance with the Fair Housing Acts, Americans with Disabilities Act and Section 504 of the Rehabilitation Act and are required to comply with Uniform Federal Accessibility Standards requirements for persons with disabilities and the Fair Housing Amendments Act. MHA will coordinate Section 504/ADA requirements.

**H. Execution of the Agreement**

When all required pre-Agreement procedures have been satisfactorily completed, the AHAP contract shall be executed. The AHAP must be executed before the start of any new construction

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or rehabilitation to be performed under the AHAP. Under the AHAP, the owner agrees to construct the units in accordance with MHA approved working drawings and specifications or to rehabilitate the units in accordance with MHA approved work write-ups.

## **XI. New Construction or Rehabilitation Phase**

### **A. Timely Performance of Work**

Immediately following the execution of the AHAP contract, the owner shall promptly proceed with the construction or rehabilitation work as provided in the agreement. In the event the work is not so commenced, diligently continued, or completed, MHA may terminate the Agreement or take other appropriate action.

### **B. Inspections**

MHA or its designee shall conduct periodic inspections during the new construction or rehabilitation phase to ensure that work is proceeding on schedule and is being accomplished in accordance with the terms of the AHAP. Inspections shall be performed at such intervals so as to ensure that the work meets the levels of materials specified in the work write-ups or working drawings and specifications, and meets typical levels of workmanship in the area.

### **C. Changes to Work**

Owners must obtain prior approval from the MHA for any changes from the work specified in the AHAP contract that would alter the design or quality of the required new construction or rehabilitation. If the owner makes any changes without the prior approval of MHA, MHA may request HUD to lower the initial contract rents in the amount determined by HUD, and may require the Owner to remedy any deficiencies, prior to, and as a condition for, acceptance of the units. MHA shall have the right to disapprove any changes requested by the owner.

### **D. Completion of New Construction or Rehabilitation**

The owner must notify MHA in writing when the work is completed and submit evidence of completion. Among the documents the owner must submit is a Certificate of Occupancy or other official approvals required by the locality, and a certification that the work has been completed in accordance with the requirements of the AHAP.

The MHA will conduct a final inspection to verify the completion of all the work items required by the AHAP and a determination regarding compliance with Section 504/ADA/ Fair Housing Act, and other applicable laws, regulations and executive orders, HQS and the City of Memphis Building Code. If MHA determines from the review and inspection that the unit(s) has been completed in accordance with the AHAP contract, MHA shall accept the units(s).

If there are any items of delayed completion that are minor items or that are incomplete because of weather conditions, and in any case that do not preclude or affect occupancy, and all other requirements of the AHAP contract have been met, MHA shall accept the unit(s); however, MHA shall require the owner to deposit in escrow with MHA an amount MHA determines to be

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sufficient to ensure completion of the delayed items. In addition, the owner and MHA shall execute a written agreement, specifying the schedule for completion of these items. If the items are not completed within the agreed time period, MHA may terminate the AHAP contract or exercise other rights under the AHAP contract.

## **XII. Housing Assistance Payments (HAP) Contract**

### **1. Time of Execution**

MHA and the owner shall execute the Housing Assistance Payments (HAP) contract if MHA determines from review and inspection that the unit(s) has been completed in accordance with the AHAP contract and the owner has submitted the required evidence of completion as set forth herein. The effective date of the contract may not be earlier than the date of MHA’s inspection and acceptance of the unit(s).

### **2. Term of Contract**

The HAP contract shall have a term no greater than fifteen (15) years, subject to available funding. At the discretion of the MHA and for a term determined by MHA, extension to the contract may be granted beyond the original term, contingent upon continued funding to achieve long-term availability of affordable housing for eligible households or to expand housing opportunities.

### **3. Initial Contract Rents**

The HAP contract shall establish contract rents that will not exceed one-hundred percent (100%) of the Fair Market Rent (FMR) and will be the lowest of the reasonable rent or the rent requested by the owner. The initial contract rent must be reasonable in relation to rents currently being charged for units in the private unassisted market, taking into account the location, size, structure type, quality, amenities, facilities, and management and maintenance service of the unit.

If the property has been allocated low-income tax credits, but it is not located in a “qualified census tract”, the rent to owner must not exceed the lowest of: the tax credit rent minus any utility allowance, the reasonable rent or the rent requested by the owner.

### **4. Contract Rent Adjustments**

The HAP contract allows for adjustments in contract rent during the contract term and such adjusted rents shall be reasonable.

### **5. Vacancy Payment**

If a unit becomes a vacant as a result of a tenant moving out, the MHA shall continue to provide assistance for the unit for up to a maximum of sixty (60) days. Such payment will be made only

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if the vacancy is not a result of the owner's failure to take reasonable action to minimize such vacancies.

## **6. Reduction of Contract Units after Vacancy**

If no eligible family rents a vacant unit with one hundred and twenty (120) days of the vacancy, the MHA may terminate its commitment to make additional assistance payments for the unit for the balance of the HAP contract.

In the event that MHA is the owner, developer or operator, all required approvals will be obtained from HUD or it's designee in lieu of MHA.

## **XIII. Management Phase**

### **1. Family Selection and Participation**

MHA will accept applications for project based properties serving special needs populations (such as elderly, disabled, self sufficiency) via referral from the property owner. The selection of tenants for the project-based voucher program will be consistent with the procedures detailed in this Administrative Plan. An applicant who rejects an offer of a projected-based unit or who is rejected by the owner of the housing unit will remain in the same position on the tenant-based assistance list, as if the offer had not been made. If a dwelling unit to which assistance is to be attached under the project-based voucher program is occupied, MHA must determine whether the unit's occupants are eligible for assistance. If a unit is occupied by an eligible family and the unit is selected by MHA, the family must be placed in an appropriately size project-based assisted unit in the project without requiring the family to be placed on the MHA's waiting list.

In the event that there are an insufficient number of eligible persons on the waiting list, the MHA shall place applicants referred by the owner on the waiting list. Eligibility for selection in the

Project-based voucher program shall be consistent with the MHA's tenant-based and project-based assistance programs.

Should a family elect to move from a unit assisted under the project-based voucher program after the initial year, MHA must provide the family with a Housing Choice Voucher. If no vouchers are available to the family, MHA must give the family priority to receive the next available tenant-based voucher.

### **2. Briefing of Families**

When a family is selected to occupy a unit under the program, MHA shall provide the family with written information concerning the tenant rent and any applicable utility allowance. The information conveyed at the briefing will include, but not be limited to:

#### A. Family and owner responsibilities,

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- B. That the subsidy is tied to the unit and the family must occupy an approved unit under the program.
- C. The likelihood of the family receiving a Housing Choice Voucher after the HAP contract expires.
- D. The family's options under the project-based voucher, program, if the family is required to move because of a change in family size or composition, and
- E. Hearing procedures, including a description of the circumstances in which the MHA or its authorized contractor is required to provide the opportunity for an informal hearing and of the procedures for requesting a hearing.

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### **3. Lease Requirements and Termination of Tenancy**

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The lease between the family and the owner shall be for one (1) year, or the remaining term of the HAP contract, if the contract will expire within one (1) year. The lease may contain a provision permitting the family to terminate the lease on not more than sixty (60) days advance written notice to the owner. In the case of a lease term for more than one (1) year, the lease must contain a provision permitting the family to terminate the lease on not more than sixty (60) days advance written notice to the owner after the first year of the term.

### **4. Informal Hearing and Review**

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The regulations at 24 CFR §§ 982.554 and 982.555 regarding informal reviews for applicants and informal hearings for participants, apply to this program. See the Administrative Plan for the MHA's informal review and hearing procedures.

### **5. Overcrowded and Under Occupied and Accessible Units**

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If MHA determines that a family is occupying an overcrowded or under-crowded unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, MHA must notify the family and the owner of this determination and of MHA's offer of continued assistance. The continued assistance offer may be:

A. Project-based voucher assistance in an appropriate size-unit (in the same building or another building);

B. Other project-based housing assistance;

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C. Tenant-based rental assistance under the voucher program;

D. Other comparable public or private tenant-based assistance (e.g. under the HOME program.)

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The determination of the offer of continued assistance will be at the discretion of the MHA. However, if the MHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, MHA must terminate assistance payments for the project-based unit at the expiration of the term of the voucher.

If MHA offers the family the opportunity for another form of continued housing assistance, except for tenant-based voucher assistance, and the family does not accept the offer, does not move out of the Project-based Voucher unit within a reasonable time, or both, the MHA must terminate the housing assistance payments for the project-based unit.

## **APPENDIX 1**

### **Definitions of Terms**

#### Adult

A household member who has reached the age of legal majority in the State of Tennessee (18 years old) or a head, spouse, under the age of 18 who has executed the appropriate emancipated adult form.

#### Allowance for Dependents

A \$480 deduction is allowed for each family member who is a dependent. (See definition of Dependent.)

#### Allowance for Disability Assistance Expenses

The amount of Disability Assistance Expense in excess of three percent of annual income that enables a family member (including the disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the disabled person or other family members to work.

#### Allowance for Medical Expenses

For Elderly and Disabled Families (see definition of Elderly Family below) the amount of medical expenses (see definition of Medical Expenses below) in excess of three percent of annual income.

#### Annual Income

The anticipated total annual income, before deductions, of an eligible family from all sources for the 12-month period following the date of determination of income. When the cash value of a family's assets is greater than \$5,000, the annual income derived from assets shall be the greater of the actual income derived or the imputed income computed at the passbook savings rate determined by HUD.

#### Applicant

A person who has filled out an application or pre-application with MHA for housing assistance.

Application

The full, formal and complete family information form signed by the head of household when the family is invited for an interview before a vacant apartment is anticipated. The applicant's signature on the application form certifies that all information provided is complete and accurate.

Assets

The value of equity in real property, savings, stocks, bonds, checking, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is not considered an asset. The value of such assets will be determined in accordance with HUD guidance.

Certification

To formally confirm the information provided in a document through signature.

Child

A child is defined as a minor.

Child Care Expenses

Amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Citizen

Means a citizen or native of the United States.

Continuously Assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Dependent

A member of the household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person, or is a Full-time Student.

Disabled Family

A family in which the head of household, spouse, or co-head of household is a disabled person.

Disabled Person

A person is considered disabled if one of the following definitions is met.

a. Section 223 of the Social Security Act defines disability as an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.

b. A person having a physical or mental impairment that:

- 1. Is expected to be of a 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.

c. A developmental disability is a severe, chronic disability which:

- 9-1. Is attributable to a mental and/or physical impairment;
- 10-2. Was manifested before the age of 22;
- 11-3. Is likely to continue indefinitely;

Results in substantial functional limitations in three or more of the following areas: capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency; AND

Requires special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned or coordinated.

d. No individual shall be considered a person with disabilities, for the purpose of eligibility for Housing Choice Voucher Housing assistance, on the basis of any drug or alcohol dependence.

Displaced Person

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

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Elderly Family

A family whose head or spouse (or sole member) is a person who is 62 years of age or older. It may include two or more Elderly Persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care or well being.

Elderly Person

A person who is at least 62 years of age.

Eviction

The dispossession of the tenant by the unit owner (in accordance with a court order) from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and Tennessee law, or for other good cause.

Extremely Low Income Family

A family whose Annual Income does not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

Family

A family includes any single individual or two or more persons sharing residency whose income and resources are available to meet the family's needs. A single, pregnant woman is considered a two-person family for purposes of the Housing Choice Voucher Program.

Family Share

The full amount of housing costs for which the family is responsible.

Family Rent to Owner

The amount paid by the family that is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner.

Foster Care Payment

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

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.

Disability Assistance Expenses

Reasonable expenses in excess of three percent of annual income 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.

Head of Household

An adult, 18 years of age or older, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

History or Practice

A history or practice refers to actions or activities that have occurred more than once (i.e. repeated).

HUD

The U.S. Department of Housing and Urban Development or its designee.

INS

U.S. Immigration and Naturalization Service.

Lease

A written agreement between the family and the owner of a housing unit.

Live-in Aide

A person who resides with someone who is age 50 or older, disabled or handicapped person or persons and who:

- a. Is determined by MHA to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and

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

A live-in aide does not qualify as the remaining member of a tenant family. A live-in aide may include more than one person.

Low (Lower) Income Families

A family's Annual Income that does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish



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income limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary because of prevailing levels of construction costs or unusually high or low family income.

Medical Expenses

Those medical expenses that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids, and batteries, cost of care attendant, and transportation expenses directly related to medical treatment.

MHA

Memphis Housing Authority.

Minimum Rent

The minimum monthly rent contribution to be paid by a family assisted under the Housing Choice Voucher program. The minimum rent established by MHA is \$25 per month.

Mixed Family

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

Monthly Adjusted Income

1/12 of Annual Adjusted Income.

Monthly Income

1/12 of Annual Income.

National

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Net Family Assets

Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land. (The value of necessary items of personal property such as furniture and automobiles is excluded.) Value of savings and checking accounts is determined utilizing the average balance in an account over a period of up to six (6) months immediately prior to the income determination period.

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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.

In determining the Net Family Assets, MHA shall include the value of any assets greater than \$1000 which were 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 any consideration received for the asset.

Owner (including a principal or other interested party)

Possessor of property.

Overcrowded Household

A participant family with an insufficient number of bedrooms for the number of persons in the family, according to the HQS defined in the regulations.

Overhoused Household

A participant family with a greater number of bedrooms than required for the family members.

Pre-Application

A preliminary application form designed to collect information to determine preliminary eligibility for placement on the waiting list.

Portability Eligibility

Families whose head of household or spouse lived in the MHA jurisdiction at the time of application.

Reexamination

The process of securing documentation to recomputed rent and subsidy, and to determine that participants meet the eligibility requirements for continued assistance.

Re-examination Effective Date

The date established by MHA on which a rent change becomes effective following verification of all income, assets, expenses and circumstances. The anniversary of the first of the month the tenant was assisted under the assistance contract in effect.

Remaining Member of the Tenant Family

A person left in an assisted unit after other family members have vacated. The person must be of legal age to sign a contract (adult). A live-in aide, foster children and foster adults do not qualify as the remaining member of a tenant family.

Rent to Owner

The rent charged by the owner, including owner paid utilities.

Single Person

A person who lives alone or intends to live alone.

Spouse

The husband or wife of the head of household.

Temporary Deferral of Termination of Assistance

A specific period of time in which the family would continue to receive full assistance before assistance is terminated.

Tolling

The suspension of the search time that a family is allotted on their voucher. If a family submits a Request for Tenancy Approval, which is denied, the family has lost some of their time to search for an approvable unit. The family has the number of days between the date they submit the disapproved Request for Tenancy approval and the day they are notified of the disapproval to their voucher, so that they are not penalized by failing to search while they are awaiting approval of a unit.

Total Family Income

Annual Income as defined above.

Total Tenant Payment

An amount equal to 30 percent of the family's monthly-adjusted income; 10 percent of the gross monthly income of the family occupying the dwelling unit; or the monthly minimum rent of \$25, whichever amount is greater. The Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

Utility Allowance

An amount determined by MHA as an allowance for the cost of utilities (except telephone and cable TV) payable directly by the tenant.

Utility Reimbursement

The amount by which the Utility Allowance for the unit exceeds the Family Share (negative rent).

Very-Low Income Family

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

Welfare Assistance

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state or local governments. Also known as Temporary Assistance to Needy Families (TANF).

**Memphis Housing Authority  
RESIDENTIAL LEASE AGREEMENT**

**THIS LEASE IS IN TWO PARTS:**

**Part I establishes the Terms and Conditions of the lease.** These apply to all residents;

**Part II is a lease contract.** This is executed by the resident and the Memphis Housing Authority (MHA), includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Resident household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);
- Unit address, occupancy date, project name and number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;
- Utilities and appliances provided by the MHA with the unit;
- All pamphlets or informational materials provided to Resident;
- Signature line for the parties to the lease (all adult members of Resident household must sign the lease);
- Emergency telephone number for Resident to use if maintenance problems arise with the unit outside of normal MHA working hours.

## PART I of the RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

### Memphis Housing Authority

THIS LEASE AGREEMENT (called the "Lease") is between the Memphis Housing Authority, (called "MHA") and Resident named in Part II of this lease (called "Resident"). **[966.4 (a)]** "Resident" means the same thing as "Tenant". "Development" shall refer to all properties owned and/or managed by MHA or its agents or otherwise referred to in other regulations as "public housing" or "projects."

#### I. Description of the Parties and Premises: **[966.4 (a)]**

- (a) MHA, using data provided by Resident about income, family composition, and needs, leases to Resident, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this lease. **[966.4 (a)]**
- (b) Premises must be used as the only private residence of the Resident and the family members named on Part II of the Lease. The MHA may, by prior written approval, consent to Resident's use of the unit for legal profit-making activities subject to the MHA's policy on such activities. **[966.4 (d)(1 & 2)]**
- (c) Any additions to the household members named on the lease, including Live-in Aides and foster children, **but excluding natural births**, require the advance written approval of MHA. Such approval will be granted only if the new family members pass MHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. **[966.4 (a)(2)(v) & (d)(3)(i)]**  
Resident agrees to wait for MHA's approval before allowing additional persons to move into the Premises. Failure on the part of Resident to comply with this provision is a serious violation of the material terms of the lease, for which MHA may terminate the lease in accordance with Section XIV. **[966.4 (f)(3)]; [966.4(1)(2)]**
- (d) Resident shall report deletions (for any reason) from the household members named on the lease to the MHA in writing, within 10 days of the occurrence. **[966.4 (c)(1) & (2) & (f)(3)]**

#### II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XIV, this Lease shall automatically be renewed for successive terms of one calendar year. **[966.4 (a)(2)]**
- (b) **Renewal- Memphis Housing Authority may not renew the lease if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program and as stipulated in Part II of the lease.**

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the MHA in accordance with Section VII herein. **[966.4(b)(1)(c)]**

The amount of the Total Resident Payment and Resident Rent shall be determined by the MHA in compliance with HUD regulations and requirements and in accordance with MHA's Admissions and Occupancy Policy. **[966.4(b)(1) & (c)]**

- (c) Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth business day of the month. Rent may include utilities as described in Section VI below, and includes all maintenance services due to normal wear and tear. **[966.4 (e)(1) & (3)]**

When MHA makes any change in the amount of Total Resident Payment or Resident Rent, MHA shall give written notice to Resident. The notice shall state the new amount and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Resident may ask for an explanation of how the amount is computed by MHA. If Resident asks for an explanation, MHA shall respond in a reasonable time. **[966.4 (c)(4)]**

- (c) If resident is delinquent in the payment of rent three times in a twelve-month period, the resident may be required to attend a credit counseling class after the third delinquency as provided by MHA.

**III. Term:**

- (a) **Maintenance costs** -- This charge refers to cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Resident, household members or by guests. When MHA determines that needed maintenance is not caused by normal wear and tear, Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by MHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to MHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged. **[966.4 (b)(2)]**
- (b) **Excess Utility Charges** --At developments where utilities are provided by MHA, a charge shall be assessed for excess utility consumption due to the operation of major Resident-supplied appliances. This charge does not apply to Residents who pay their utilities directly to a utility supplier. **[966.4 (b)(2)]**
- (c) **Late Charges** -- A charge of the lesser of \$10 or 10% of the outstanding rent for rent paid after the fifth business day of the month. **[966.4 (b)(3)]** MHA shall provide written notice of the amount of any charge in addition to Resident Rent and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Resident receives MHA's written notice of the charge. **[966.4 (b)(4)]**

**IV. Payment Location:** Rent and other charges shall be paid at the Property Manager's office in their development. MHA will not accept cash. Residents who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

**V. Security Deposit**

- (a) **Resident Responsibilities:** Resident agrees to pay an amount equal to \$100. The dollar amount of the security deposit is noted on Part II of this Residential Lease. **[966.4 (b)(5)]** Payment of the security deposit is to be made upon execution of this lease unless MHA and Resident agree to an installment payment, which can be no less than \$10 per month for the following ten months of occupancy until the balance is paid. Installments on the Security Deposit will be maintained by MHA in a separate account at Tri-State Bank Of Memphis.
- b) **MHA's Responsibilities:** MHA will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Resident at the termination of this lease.
  - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Resident, household members or guests.

The Security Deposit may not be used to pay rent or other charges while Resident occupies the dwelling unit. No refund of the Security Deposit will be made until Resident has vacated, and MHA has inspected the dwelling unit.

The return of a security deposit shall occur within thirty (30) days after Resident moves out. MHA agrees to return the Security Deposit, if any, to Resident when he/she vacates, less any deductions for any costs indicated above, so long as Resident furnishes MHA with a forwarding address. If any deductions are made, MHA will furnish Resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

**VI. Utilities and Appliances [966.4 (ba)(1)(iv)]**

- (a) **MHA Supplied Utilities:** If indicated by an (X) on Part II, MHA will supply the indicated utility: electricity, natural gas, heating fuel, water, sewer service, trash collection. MHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

If indicated by an (X) on Part II of the Lease Agreement, MHA will provide a cooking range and refrigerator. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of MHA. A monthly service charge will be payable by Resident for the electricity used in the operation of such appliances, as shown on the Schedule posted in the Project Office. **[966.4 (b)(2)]**

- (b) **Resident-Paid Utilities:** If Resident resides in a development where MHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities Resident pays directly to the utility supplier. The Total Resident Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Resident Payment, MHA will pay a Utility Reimbursement to the utility supplier each month, unless the Resident is paying a Flat Rent. **[960.253 (b)]**

MHA may change the Allowance at any time during the term of the lease, and shall give Resident sixty (60) days written notice of the revised Allowance along with any resultant changes in Resident Rent or Utility Reimbursement.

If Resident's actual utility bill exceeds the Allowance for Utilities, Resident shall be responsible for paying the actual bill to the supplier. If Resident's actual utility bill is LESS than the Allowance for Utilities, Resident shall receive the benefit of such saving.

- (c) **Resident Responsibilities:** Resident agrees not to waste the utilities provided by MHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. **[966.4 (f)(8)]**

Resident also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

**VII. Terms and Conditions:** The following terms and conditions of occupancy are made a part of the Lease.

- (a) **Use and Occupancy of Dwelling:** Resident shall have the right to exclusive use and occupancy of the dwelling unit for Resident and other household members listed on the lease. With the prior written consent of MHA, members of the household may engage in legal profitmaking activities in the dwelling unit. **[966.4 (d) (1) & (2)]**

This provision permits reasonable accommodation of Resident's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision. **[966.4 (d)(1)]**

- (b) **Ability to comply with Lease terms:** If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and MHA cannot make any reasonable accommodation that would enable Resident to comply with the lease THEN; MHA will assist Resident, or designated member(s) of Resident's family, to find more suitable housing and move Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving Resident, MHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. **[8.3]**

At the time of admission, all Residents must identify the family member(s) to be contacted if they become unable to comply with lease terms.



- (c) **Redetermination of Rent, Dwelling Size, and Eligibility.** The rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
- (1) The status of each family is to be re-examined at least once a year. **[966.4(c)(1) and 960.257(a)]** At the annual recertification Resident shall certify to compliance with the 8 hour per month community service requirement, if applicable. **[Part 960, subpart F]**
  - (2) Resident promises to supply MHA, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. **[966.4 (c)(2) and 960.259]**  
 Failure to supply such information when requested is a serious violation of the terms of the lease and MHA may terminate the lease.  
 All information must be verified. Resident agrees to comply with MHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. **[966.4 (c)(2) and 960.259]**  
 MHA shall give Resident reasonable notice of what actions Resident must take, and of the date by which any such action must be taken for compliance under this section. This information will be used by MHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Resident's needs.  
 This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the Development Office. A copy of the policies can be furnished on request at the expense of the person making the request.
  - (3) Rent will not change during the period between regular re-examinations, UNLESS during such period: **[See 960.257]**
    - (a) Resident can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a Resident's TANF grant is reduced because Resident is verified to have committed welfare fraud or failed to comply with a required economic self sufficiency program.  
 If a reduction is granted, Resident must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)
    - (b) If it is found that Resident has misrepresented the facts upon which the rent is based, so that the rent Resident is paying is less than the rent that he/she should have been charged. MHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
    - (c) Increase in income
    - (d) Rent formulas or procedures are changed by Federal law or regulation.
  - (4) All changes in family composition must be reported to the Property Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge. **[966.4 (c) (2)]**  
 This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Resident AND it does not disqualify the family for the size unit it is currently occupying.

- (d) **Rent Adjustments:** Resident will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.
1. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Resident reported the change in a timely manner, as specified above.
  2. In the case of a rent increase, the increase will become effective the first day of the 2nd month following the month in which the change was reported.
  3. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, MHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation or failure to report an increase occurred.
- (e) **Transfers [966.4 (c)(3)]**
1. Resident agrees that if MHA determines that the size or design of the dwelling unit is no longer appropriate to Resident's needs, MHA shall send Resident written notice. Resident further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
  2. MHA may move a Resident into another unit if it is determined necessary to rehabilitate or demolish Resident's unit.
  3. If a Resident makes a written request for special unit features in support of a documented disability, MHA shall modify Resident's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, MHA may transfer Resident to another unit with the features requested at MHA's expense.
  4. A Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Resident with disabilities need the unit at MHA's expense.
  5. In the case of involuntary transfers, Resident shall be required to move into the dwelling unit made available by MHA. Resident shall be given 15 days time in which to move following delivery of a transfer notice. If Resident refuses to move, MHA may terminate the Lease. **[966.4 (c)(3)]**
  6. Involuntary transfers are subject to the Grievance Procedure, and, other than emergencies, no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed. **[966.4 (c)(4)]**
  7. MHA will consider any Resident request for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.
- (f) **Insurance** MHA is not responsible for, or will not provide fire or casualty insurance for the resident's personal property.

**VIII. MHA Obligations [966.4 (e)] :** MHA shall be obligated:

- (a) To maintain the dwelling unit and the development in decent, safe and sanitary condition; **[966.4 (e)(1)]**
- (b) To comply with all Resident obligations imposed by the Uniform Residential Landlord and Tenant Act and applicable provisions of building codes, housing codes, and HUD regulations materially affecting health and safety; **[966.4 (e)(2)]**
- (c) To make necessary repairs to the dwelling unit; **[966.4 (e)(3)]**
- (d) To keep development building, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition; **[966.4 (e)(4)]**
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by MHA; **[966.4 (e)(5)]**

- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premise by Resident as required by this Lease; **[966.4 (e)(6)]**
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Resident, and supplied by a direct utility connection; **[966.4 (e)(7)]**
- (h) To notify Resident of the specific grounds for any proposed adverse action by MHA. (Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Resident to another unit, change in amount of rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When MHA is required to afford Resident the opportunity for a hearing under the MHA grievance procedure for a grievance concerning a proposed adverse action:
  1. The Notice of the proposed adverse action shall inform Resident of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with **966.4(l)(3)** shall constitute adequate notice of proposed adverse action.
  2. In the case of a proposed adverse action other than a proposed lease termination, MHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed. **[966.4 (e)(8)]**

**IX. Resident's Obligations:** Resident shall be obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit. **[966.4 (f)(1)]**
- (b)
  1. Not to give accommodation to boarders or lodgers; **[966.4 f(2)]**
  2. Not to give accommodation to long term guests (in excess of 14 days per year) without the advance written consent of MHA.
- (c) To use the dwelling unit solely as a private dwelling for Resident and Resident's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose. **[966.4 (f)(3)]**  
 This provision does not exclude the care of foster children or live-in care of a member of Resident's family, provided the accommodation of such persons conforms to MHA's Occupancy standards, and so long as MHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit. **[966.4 (d)(3)(i)]**
- (d) To abide by necessary and reasonable regulations promulgated by MHA for the benefit and well-being of the housing development and Residents. These regulations shall be posted in a conspicuous manner in the development office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease. **[966.4 (f)(4)]**
- (e) To comply with the obligations imposed by the Uniform Residential Landlord and Tenant Act and other applicable state and local building or housing codes, materially affecting health and/or safety of Resident and household. **[966.4(f)(5)]**
- (f) To keep the dwelling unit and other such areas, as may be assigned to Resident for Resident's exclusive use, in a clean and safe condition. **[966.4(f)(6)]** This includes keeping front and rear entrances and walkways, for the exclusive use of Resident, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement, may be made for Residents who have no household members able to perform such tasks because of age or disability. **[966.4 (g)]**
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by MHA. **[§ 966.4(f)(7)]** To refrain from, and cause members of Resident's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use, only in reasonable manner, all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators. **[966.4(f)(8)]**

- (i) To refrain from, and to cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or development. **[966.4 (f)(9)]**
  - (j) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by Resident, household members or guests. **[§ 966.4(f)(10)]**
  - (k) To act, and cause household members or guests to act, in a manner that will:
    - 1. Not disturb other residents' peaceful enjoyment of their accommodations, wherever located; and/or
    - 2. Be conducive to maintaining all MHA developments, wherever located, in a decent, safe, sanitary and crime-free condition. **[966.4 (f)(11)]**
  - (l) To refrain from, cause, and assure that Resident, any member of the household, a guest, or another person under Resident's control, shall not engage in:
    - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of MHA's public housing premises by other residents or employees of MHA, or;
    - 2. Any drug-related criminal activity. Any criminal activity, in violation of the preceding sentence, shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) **[966.4 (f)(12)]**
      - (i) MHA and Resident agree that, for the purposes of this Lease, the phrase "under Resident's control" refers to or is only applicable to "another person".

MHA and Resident agree that Resident has an affirmative obligation to take reasonable steps to prevent or halt illegal activity known or should have been known to the Resident by immediately contacting MHA or seek outside intervention from law enforcement officials or social service agencies.

MHA and Resident agree that the Resident under this section retains strict liability for the action of a member of the Resident's household or guest, as required by applicable local, state, or federal law.

MHA and Resident also agree and understand that this section is not applicable to business invitees, i.e., pizza delivery persons, private repairmen, etc.
  - 3. Any abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of MHA. To make no changes to locks or install new locks on exterior doors without MHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by MHA.
- (n) To give prompt prior notice to MHA, in accordance with Section IX hereof of Resident leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and MHA Staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and MHA staff.

- (p) Not to display, use, or possess or allow members of Resident's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Tennessee anywhere on the property of MHA.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises as well as refrain from the removal or disconnection of smoke alarms or removal of batteries thereto
- (r) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas, satellite dishes or cable services may be installed in accordance with regulations set forth by MHA or local, state or federal laws.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of MHA.
- (u) To refrain from, and cause members of Resident's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the MHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (v) To remove from MHA property any vehicles without valid registration and parking passes. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by MHA. To comply with and cause household members and guests to comply with MHA's posted signage regarding traffic lanes and parking restrictions, including, but not limited to traffic lanes, fire lanes, fire hydrants, handicapped areas, and blocking of trash receptacles. Any inoperable, unlicensed, nuisance or unauthorized vehicle, as defined by local or state law, will be removed from MHA property at Owner's expense following notice as required by local or State law. Ongoing automobile repairs are not permitted on development site.
- (w) To remove any personal property left on MHA premises when Resident leaves, abandons or surrenders the dwelling unit.
- (x) To use reasonable care to keep Resident's dwelling unit in such condition as to ensure proper health and sanitation standards for Resident, household members and neighbors. RESIDENT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO RESIDENT'S DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Development. Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) Not to commit any fraud in connection with any Federal housing assistance program, and
- (z) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.
- (aa) To pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (bb) To report any and all changes in total family income, assets and family composition to the MHA Development office within ten (10) days after they occur.
- (cc) To comply with the community service requirement for each adult in the Resident household to perform at least 8 hours per month of qualifying community service or qualifying economic self sufficiency activity (as specified by the MHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.
- (dd) To ensure and comply with local and state school attendance requirements for applicable members of the Resident's household.
- (ee) To attend a credit counseling, if required by MHA upon three delinquent rental payments in a twelve-month period.

- (ff) If applicable not to violate or breach any terms in the Working Family Preference Addendum, Self-Reliance or Self Sufficiency Agreement. The breach or violation of an Economic Self-Reliance or Self-Sufficiency agreement or the Working Family Preference Addendum is a material breach of the lease agreement.
- (gg) Not to violate or flee to avoid prosecution, or custody or confinement after conviction for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violate a condition of probation or parole imposed under Federal or State law.
- (hh) **Not to have any member of the household subject to a lifetime registration requirement under a State Sex Offender Registration Program.**

**X. Defects Hazardous to Life, Health or Safety:** In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants: **[966.4 (h)]**

**MHA Responsibilities:**

- (a) MHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Resident, provided, if the damage was caused by Resident, household members, or guests, the reasonable cost of the repairs shall be charged to Resident. **[966.4 (h)(2)]**
- (b) MHA shall offer Resident a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. MHA is not required to offer Resident a replacement unit if Resident, household members, or guests caused the hazardous condition. **[966.4 (h)(3)]**
- (c) Resident shall accept any replacement unit offered by MHA.
- (d) In the event MHA, as described above cannot make repairs, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Resident rejects alternative accommodations or if Resident, household members, or guests caused the damage. **[966.4 (h)(4)]**
- (e) If MHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Resident and Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Resident.

**Resident Responsibilities:**

- (a) Resident shall immediately notify the Development Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Resident believes he/she is justified in abating rent. **[966.4 (h)(1)]**
- (b) Resident agrees to continue to pay full rent, less the abated portion agreed upon by MHA, during the time in which the defect remains uncorrected.

**XI. Move-in and Move-out Inspections**

- (a) **Move-in Inspection:** MHA and Resident or representative shall inspect the dwelling unit prior to occupancy by Resident. MHA will give Resident a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by MHA and Resident and a copy of the statement retained in Resident's folder. **[966.4 (i)]** MHA will correct any deficiencies noted on the inspection report, at no charge to Resident.
- (b) **Move-out Inspection** -- MHA will inspect the unit at the time Resident vacates and give Resident a written statement of the charges, if any, for which Resident is responsible. Resident and/or representative may join in such inspection, unless Resident vacates without notice to MHA. **[966.4 (i)]**

## **XII. Entry of Premises During Tenancy**

### **(a) Resident Responsibilities--**

1. Resident agrees that the duly authorized agent, employee, or contractor of MHA will be permitted to enter Resident's dwelling during reasonable hours (8:00 A.M. to 4:30 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. **[966.4 (j)(1)]**
2. When Resident calls to request maintenance on the unit, MHA shall attempt to provide such maintenance at a time convenient to Resident. IF RESIDENT IS ABSENT FROM THE DWELLING UNIT WHEN MHA COMES TO PERFORM MAINTENANCE, RESIDENT'S REQUEST FOR MAINTENANCE SHALL CONSTITUTE PERMISSION TO ENTER.

### **(b) MHA's Responsibilities--**

1. MHA shall give Resident at least 48 hours written notice that MHA intends to enter the unit. MHA may enter only at reasonable times. **[966.4 (j)(1)]**
2. MHA may enter Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. **[966.4 (j)(2)]**
3. If Resident and all adult members of the household are absent from the dwelling unit at the time of entry, MHA shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit. **[966.4 (j)(3)]**

## **XIII. Notice Procedures**

- (a) **Resident Responsibility--** Any notice to MHA must be in writing, delivered to the Development Office or to MHA's Central Office, or sent by prepaid first-class mail, properly addressed. **[966.4 (k)(1)(ii)]**
- (b) **MHA Responsibility --** Notice to Resident must be in writing, delivered to Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to Resident. **[966.4 (k)(1)(i)]**
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- (d) If Resident is visually impaired, all notices must be in an accessible format. **[966.4 (k)(2)]**

## **XIV. Termination of the Lease**

In terminating the Lease, the following procedures shall be followed by MHA and Resident:

- (a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Resident obligations set forth in Section IX above, or for other good cause. **[966.4 (l)(2)] Resident agrees that the violation of any of the obligations of residents Section IX A thru hh is a serious violation of a material term of the lease, and is good cause for termination of the lease.**

Such serious or repeated violation of terms shall include but not be limited to:

1. The failure to pay rent or other payments when due; **[966.4 (l)(2)]**
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the tenth of the month. Four such late payments within a 12-month period shall constitute a repeated late payment; **[966.4 (l)(2)]**
3. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities; **[966.4 (l)(2)]**
4. Misrepresentation of family income, assets, or composition; **[966.4 (c)(2)]**

5. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations. **[966.4 (c)(2)]**
6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site; **[966.4 (l)(2)]**
7. Criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of MHA's public housing premises by other residents, or any drug-related criminal activity. **[966.4 (l)(2)]**
8. Illegal weapons or illegal drugs seized in a MHA unit by a law enforcement officer; **[966.4 (l)(2)]**
9. Any fire on MHA premises caused by carelessness or unattended cooking as well as removal or disconnection of smoke alarms or removal of batteries thereto. **[966.4 (l)(2)]**
10. PERMITTING PERSONS OTHER THAN THOSE LISTED ON THE LEASE TO LIVE IN THE UNIT. **[966.4 (1) (20(i) (B))]**

**(b) Discovery after admission of facts that made the resident ineligible will be good cause for lease termination.**

**(c) MHA shall give written notice of the proposed termination of the Lease within:**

1. 14 days in the case of failure to pay rent;
2. 3 days in the case of violence or threats to health, safety or welfare of persons or property as provided by T.C.A. § 66-28-517.
3. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation when the health or safety of other Residents or MHA staff is threatened;
4. 30 days in any other case. **[966.4 (l)(3)(i)(A), (B) & (C)]**

**(c) The notice of termination:**

1. The notice of termination to Resident shall state specific reasons for the termination, shall inform Resident of his/her right to make such reply as he/she may wish, and Resident's right to examine MHA documents directly relevant to the termination or eviction. **[966.4 (l)(3)(ii)]**
2. When MHA is required to offer Resident the opportunity for a grievance hearing, the notice shall also inform Resident of the right to request such a hearing in accordance with MHA's grievance procedures. **[966.4 (l)(3)(ii)]**
3. Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of lease termination under this section. **[966.4 (l)(3)(iii)]** The Notice to Vacate must be in writing, and specify that if Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against Resident, and Resident may be required to pay the costs of court and attorney's fees.
4. When MHA is required to offer Resident the opportunity for a grievance hearing concerning the lease termination under MHA's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed. **[966.4 (l)(3)(iv)]**
5. When MHA is not required to offer Resident the opportunity for a hearing under the grievance procedure and MHA has decided to exclude such grievance for MHA grievance procedure, the notice of lease termination shall (a) state that Resident is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by MHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity. **[966.4 (l)(3)(v)]**
6. MHA may evict Resident from the unit only by bringing a court action. **[966.4 (l)(4)]**

**(d) Resident may terminate this Lease at any time by giving thirty days written notice as described in Section XIII, above.**



- (e) In deciding to evict for criminal activity, MHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, prior criminal records (whether known or should have been known by the Resident), and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, MHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. MHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit. **[966.4 (I)(5)]**
- (f) When MHA evicts a Resident from a dwelling unit for criminal activity, MHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit. **[966.4 (I)(5)(iii) (B)]**

**XV. Waiver:** No delay or failure by MHA in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

**XVI. CHANGES**

(a). **Posting of Policies, Rules, Regulations and the Grievance Procedure and Changes therein** - Schedules of special charges for services, repairs and utilities and rules, regulations and the grievance procedure which are incorporated in this lease (by attachment or reference) shall be publicly posted in conspicuous manner in the development office and shall be furnished to the Resident for examination on request. Such schedules, policies, rules and regulations may be modified from time to time by Memphis Housing Authority provided that Memphis Housing Authority shall give at least 30-days written notice to Resident setting forth the proposed modification, the reasons therefore, and providing Resident an opportunity to present written comments which shall be taken into consideration by Memphis Housing Authority prior to the proposed modification becoming effective. A copy of such notice shall be delivered or mailed to each resident.

(b). **Other Changes** - Except as provided in (A) above, and as provided in "Predetermination of Rent., Dwelling Size and Eligibility", modifications of the Lease must be accomplished by a written rider to the Lease executed by both parties. However, nothing shall preclude Memphis Housing Authority from modifying this Lease to take into account, revised provisions of policy, law or governmental action with a 30-Day notice to the Resident and providing Resident an opportunity to present written comments which shall be taken into consideration by Memphis Housing Authority prior to the proposed modification becoming effective.

**XVII. Housekeeping Standards:** In an effort to improve the livability and conditions of the apartments owned and/or managed by MHA or agents, uniform standards for resident housekeeping have been developed for all Resident families.

(a) **MHA Responsibility:** The standards that follow will be applied fairly and uniformly to all Residents. MHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection MHA will notify Resident in writing if he/she fails to comply with the standards. MHA will advise Resident of the specific correction(s) required establishing compliance, and indicating that training is available. Within a reasonable period of time, MHA will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Resident requesting or needing assistance in complying with the Housekeeping Standards.

(b) **Resident responsibility:** Resident is required to abide by the standards set forth below. FAILURE TO ABIDE BY THE HOUSEKEEPING STANDARDS, INCLUDING REFUSAL TO ATTEND HOUSEKEEPING CLASSES AFTER HAVING BEEN FOUND IN VIOLATION OF HOUSEKEEPING STANDARDS, THAT RESULTS IN THE CREATION OR MAINTENANCE OF A THREAT TO HEALTH OR SAFETY IS A VIOLATION OF THE LEASE TERMS AND CAN RESULT IN EVICTION.

(c) **Housekeeping Standards: Inside the Apartment**

**General--**

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.
- (10) Smoke Alarms: should be operational, tested monthly, with sufficient battery or current.

**Kitchen--**

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

**Bathroom--**

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor should be clean and dry.

**Storage Areas--**

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. NO HIGHLY FLAMMABLE MATERIALS SHOULD BE STORED IN THE UNIT.
- (3) Other storage areas: should be clean, neat, and free of hazards.

(d) **Housekeeping Standards: Outside the Apartment**

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Resident:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

### **XVIII. Domestic Violence:**

The Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA) protects tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

- A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking shall 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 tenancy or occupancy rights of the victim of such violence. Additionally, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a Lessee's household or any guest or other person under the Lessee's control, shall not be cause for termination of the tenancy or occupancy rights, if the Lessee or immediate member of the Lessee's family is a victim of that domestic violence, dating violence, or stalking.
- B. Notwithstanding subsection (a), or any Federal, State, or local law to the contrary, the Lessor 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, or terminate occupancy rights of any individual who is a lessee or lawful occupant and who engaged in criminal acts of physical violence against family members or others, without evicting, removing, or terminating occupancy rights, or otherwise penalizing the victim of such violence who is also a lessee or lawful occupant. Such eviction or removal of occupancy rights shall be effected in accordance with the procedures prescribed by Federal, State, and local law.
- C. The Lessor may request a certification that an individual is a victim of domestic violence, dating violence or stalking, and that the incident(s) in question are bona fide incidents of actual or threatened abuse. Such certification must include the name of the perpetrator, and may be in the form of (i) HUD Form 50066, or other HUD approved certification form, (ii) a court record, or (iii) documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or medical professional from whom the individual has sought assistance which attests to the bona fide existence of such actual or threatened abuse.
- D. Nothing in this Section:
  1. limits the Lessor from honoring court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim or issued to address the distribution or possession of property among the household members in cases where a family breaks up;
  2. limits the Lessor from evicting a lessee for any violation of a lease not premised on the act or acts of violence in question against the Lessee or a member of the Lessee's household, provided that the Lessor

does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other lessees in determining whether to evict;

3. limits the Lessor from terminating the tenancy of any lessee if the Lessor can demonstrate an actual and imminent threat to other lessees or those employed at or providing service to the property if that lessee is not evicted;

4. supersedes any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

E. All information the Lessor may request to confirm domestic violence, dating violence or stalking victim status, pursuant to federal law, shall be retained in confidence by the Lessor, and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is:

1. requested or consented to by the individual in writing;
2. required for use in an eviction proceeding; or
3. otherwise required by applicable law.

**RESIDENT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)**

PART II of the RESIDENTIAL LEASE AGREEMENT

Memphis Housing Authority

THIS AGREEMENT is executed between the Memphis Housing Authority (herein called "MHA"), and (herein called the "Tenant"), and becomes effective as of \_\_\_\_\_.

1. **Unit:** That the MHA, relying upon the representations of Tenant as to Tenant's income, household composition and housing need, leases to Tenant (upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED \_\_\_\_\_ (and hereafter called the "premises") to be occupied exclusively as a private residence by The Tenant and household. The Tenant UNIT NUMBER is \_\_\_\_\_.

The Tenant's Account Number is \_\_\_\_\_  
The development number is \_\_\_\_\_  
The development name is \_\_\_\_\_  
Tenant's Auto License number is \_\_\_\_\_  
Make \_\_\_\_\_ Model \_\_\_\_\_  
Auto VIN No. \_\_\_\_\_

2. **Household Composition:** The Tenant's household is composed of the individuals listed below. (Other than the Head or Spouse, each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.
3. **Term:** The term of this lease shall be one calendar year and may be automatically renewed for the same period unless the resident or a member of the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program and/or as stipulated in Part I of the lease. The resident may be given and opportunity to cure the non-compliance in accordance with the Community Service policy which is attached and incorporated herein.
4. **Rent:** Initial rent (prorated for partial month) shall be \$\_\_\_\_\_. \_\_\_\_ and, if applicable, the Tenant shall receive the benefit of \$\_\_\_\_\_. \_\_\_\_ from MHA for Utility Reimbursement (for partial month) paid to the Utility supplier for the period beginning \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending at midnight on \_\_\_\_/\_\_\_\_/\_\_\_\_.

Thereafter, rent in the amount of \$\_\_\_\_\_. \_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5<sup>th</sup>)

business day of each month. A utility reimbursement of \_\_\_\_\_ per month (if applicable) shall be paid to the utility supplier by MHA for the Tenant.

5. **Utilities and Appliances:** MHA-Supplied Utilities.

If indicated by an (X) below, MHA provides the indicated utility as part of the rent for the premises:

( ) Electricity      ( ) Natural Gas      ( ) Heating Fuel      ( ) Water  
( ) Sewerage      Other: \_\_\_\_\_

If indicated by an (X) below, MHA shall provide the following appliances for the premises:

(X) Cooking Range (X) Refrigerator

6. **Utility Allowances:** Tenant-Paid Utilities. If indicated by an (X) below, MHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ \_\_\_\_\_ for the following utilities paid directly by the Tenant to the Utility Supplier:

( ) Electricity      ( ) Gas      ( ) Heat      ( ) Water  
( ) Sewerage      ( ) Trash removal

7. **Charges for Excess Appliances** (Not applicable to tenants who pay utilities directly to the utility supplier.) Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of \$ \_\_\_\_\_ per month will be payable for each air conditioner in the premises for each month of occupancy.

Other Appliances: If checked below, an additional charge of \$ \_\_\_\_\_ per month for each month of occupancy for each excess appliance on the premises.

( ) Second Color TV                                      ( ) Second Stereo  
( ) Automatic Washer                                    ( ) Electric Space Heater  
( ) Extra Refrigerator                                    ( ) Other: \_\_\_\_\_

8. **Security Deposit:** Tenant agrees to pay \$100 as a security deposit. See Part I of this lease for information on treatment of the Security Deposit.

9. **Parking Pass:** The parking pass issued to Tenant is \_\_\_\_\_.

- 10. **Termination:** If the Tenant's fails to quit the premises after termination of the lease and court action is brought against the tenant, the tenant may be required to pay the cost of court and reasonable attorney's fee.
- 11. **Execution:** By Tenant's signature below, Tenant and household agree to the terms and conditions of Part I and II of this lease and all additional documents made a part of the lease by reference.

By signature (s) below I/we also acknowledge that he Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT _____	DATE _____
CO-TENANT _____	DATE _____
ADULT HOUSEHOLD MEMBER _____	DATE _____
ADULT HOUSEHOLD MEMBER _____	DATE _____
ADULT HOUSEHOLD MEMBER _____	DATE _____
MANAGER _____	DATE _____
WITNESS _____	DATE _____

**TENANT'S CERTIFICATION**

I, \_\_\_\_\_ hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to MHA before execution of the lease, or before MHA approval for occupancy of the unit by the Household member. I further certify that all information or documentation submitted by myself or other Household members to MHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

ATTACHMENTS:

If indicated by an (X) below, MHA has provided the tenant with the following attachments and information:

- Part I of this Lease
- Pet Policy
- Standard Maintenance Charges
- Watch Out for Lead Paint Poisoning
- Grievance Procedure
- Housekeeping Standards
- Other: \_\_\_\_\_

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above attachments and information including “The Danger of Lead Poisoning to Homeowners” and “The Danger of Lead Poisoning to Renters.” The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

I/We understand that the above attachments are a part of this Agreement.

\_\_\_\_\_  
Tenant’s Signature

\_\_\_\_\_  
Date

OFFICE ADDRESS \_\_\_\_\_

HOURS: 8:00 AM -- 4:30 PM

TELEPHONE NUMBER:



## **Grievance Procedure of the Memphis Housing Authority**

- 1. Definitions applicable to the grievance procedure:** [966.53]
  - A. Grievance:** Any dispute which a Tenant may have with respect to MHA action or failure to act in accordance with the individual Tenant's lease or MHA regulations which adversely affects the individual Tenant's rights, duties, welfare or status.
  - B. Complainant:** Any Tenant (as defined below) whose grievance is presented to the MHA (at the central office or the development office) in accordance with the requirements presented in this procedure.
  - C. Elements of due process:** An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
    - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
    - (2) Right of the Tenant to be represented by counsel;
    - (3) Opportunity for the Tenant to refute the evidence presented by the MHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
    - (4) A decision on the merits.
  - D. Hearing Officer:** A person selected in accordance with 24CFR § 966-55 and this procedure to hear grievances and render a decision with respect thereto.
  - E. Hearing Panel:** A three member panel selected in accordance with 24CFR § 966.55 and this procedure to hear grievances and render a decision with respect thereto.
  - F. Tenant:** The adult person (or persons) (other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the MHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
  - G. Resident Organization:** An organization of residents, which also includes a resident management corporation.
- II. Applicability of this grievance procedure** [966.51]

In accordance with the applicable Federal regulations (24 CFR § 966.50) this grievance procedure shall be applicable to all individual grievance (as defined in Section I above) between Tenant and the MHA with the following two exceptions:

- A. Because HUD has issued a due process determination that the law of the State of that Tenant be given the opportunity for a hearing in court which provides the basic elements of due process (as defined above) before eviction from the dwelling unit, the grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - a. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the MHA, or
  - b. Any drug-related criminal activity. [966.51 (2)(i) and (ii)]
- B. The MHA grievance procedure shall not be applicable to disputes between Tenants not involving the MHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the MHA's Board of Commissioners. [966.51 (b)]

This grievance procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations. [966.52 (b) and (d)]

Any changes proposed in this grievance procedure must provide for at least 30 days notice to Tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the MHA before any revisions are made to the grievance procedure. [966.52 (c)]

### **III. Informal settlement of a grievance [966.54]**

Any grievance must be personally presented, either orally or in writing, to the MHA's central office or the management office of the development in which the complainant resides **within ten days after the grievable event.**

Grievances related to complaints about operational matters that are received by the MHA's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the VCA Administrator.

As soon as the grievance is received, it will be reviewed by the management office of the development or the VCA Administrator (if applicable) to be certain that neither of the exclusions in paragraphs II. A or II. B above applies to the grievance. Should one of the

exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the MHA's grievance procedure, with the reason therefore.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within ten working days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the person in charge of the management office or the VCA Administrator will attempt to settle the grievance to the satisfaction of both parties.

**Within five working days** following the informal discussion, the MHA shall prepare and either give or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file.

#### **IV. Formal Grievance Hearing**

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Tenant resides **no later than five working days after the summary of the informal hearing is received**. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion [966.55 (a)]

The written request shall specify:

The reason for the grievance;

The action of relief sought from the MHA; and

Several dates and times **in the following ten working days** when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the MHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, MHA and the hearing officer or hearing panel, **but in no case later than ten working days** after the MHA received the complainant's request.

If the complainant fails to request a hearing within five working days after receiving the summary of the informal hearing, the MHA's decision rendered at the informal hearing becomes final and the MHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with the procedure. [966.55 (c) and (d)]

Failure to request a grievance hearing does not affect the complainant's right to contest the MHA's decision in a court hearing. [966.55]

**V. Selecting the Hearing Officer or Hearing Panel [966.55 (b) (2) (ii)]**

A grievance hearing shall be conducted by an impartial person or persons appointed by the MHA after consultation with resident organizations, as described below:

- A. The MHA shall nominate a slate of impartial persons to sit as hearing officers or hearing panel members. Such persons may include MHA Board members, MHA staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.

The MHA will check with each nominee to determine whether there is an interest in serving as a potential hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn.

- B. A slate of potential hearing officers or hearing panel members nominated by the MHA shall be submitted to the MHA's resident organizations. Written comments from the organizations shall be considered by the MHA before the nominees are appointed as hearing officers or panel members.
- C. When the Comments from resident organizations have been received and considered, the nominees will be informed that they are the MHA's official grievance hearing committee. The MHA will subsequently contact committee members in random order **or by any other unbiased process** to request their participation as hearing panel members or hearing officers.

**VI. Escrow deposit required for a hearing involving rent [966.55 (e)]**

Before a hearing is scheduled in any grievance involving the amount of rent which the MHA claims is due under this lease, the complainant shall pay to the MHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the

same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel.

This requirement will not be waived by the MHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption. In this case only, rent need not be escrowed.

## **VII. Scheduling hearings [966.55]**

When a complainant submits a timely request for a grievance hearing, the MHA will immediately contact three members of the hearing committee to schedule the hearing within the following ten working days on one of the dates and times indicated by the complainant. If three committee members can agree on a date and time for the hearing, the complainant will be so notified.

If two of the panel members can meet on a date convenient for the complainant, the MHA will approach another member of the hearing committee to find a third member to complete the panel.

If only one member of the hearing committee can meet on a date named by the complainant, the single committee member shall serve as the hearing officer.

Once the hearing panel or hearing officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members or officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

## **VIII. Procedures governing the hearing [966.56]**

The hearing shall be held before a hearing panel or hearing officer as described above in Section VII. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any MHA documents, including records and regulations, that are directly relevant to the hearing.

The Tenant shall be allowed to copy any such document at the Tenant's expense. If the MHA does not make the document available for examination upon request by the complainant, the MHA may not rely on such document at the grievance hearing.

- B. The rights to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.

- C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the MHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information, the MHA or project management relies.
- D. A decision based solely and exclusively upon the fact presented at the hearing. [966.56 (b)]

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. [966.56 (c)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the MHA must sustain the burden of justifying the MHA action or failure to act against which the complaint is directed. [966.56 (e)]

The hearing shall be conducted informally by the hearing panel or officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. [966.56 (f)]

The hearing panel or officer shall require the MHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. [966.56 (f)]

The complainant or the MHA may arrange in advance, and at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. [966.56 (g)]

The MHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format. [966.56 (h)]

If a hearing panel member or officer fails to disqualify himself/herself as required in Section V. A., the MHA will remove the panel member or officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing panel or officer.

## **XI. Failure to appear at the hearing**

If the complainant or the MHA fails to appear at the scheduled hearing, the hearing panel or officer may make a determination to postpone the hearing **for not to exceed five business days**, or may make a determination that the party has waived his right to a hearing. [966.56 (d)]

Both the complainant and the MHA shall be notified of the determination by the hearing panel or officer; Provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the MHA's disposition of the grievance in court. [966.56 (d)]

## **XII. Decision of the hearing panel or officer [966.57]**

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision **within ten working days** after the hearing. A copy of the decision shall be sent to the complainant and the MHA.

The MHA shall retain a copy of the decision in the Tenant's folder. A copy of the decision with all names and identifying references deleted shall also be maintained on file by the MHA and made available for inspection by a prospective complainant, his representative, or the hearing panel or officer.

The decision of the hearing panel or officer in favor of MHA shall be final and binding on the Complainant. The decision of the hearing panel or officer in favor of the Complainant shall be binding on the PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the MHA's Board of Commissioners determines within ten working days, and promptly notifies the complainant of its determination that:

- A. The grievance does not concern MHA action or failure to act in accordance with or involving the complainant's lease or MHA regulations, which adversely affect the complainant's rights, duties, welfare or status.
- B. The decision of the hearing panel or officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the MHA.

A decision by the hearing panel or officer or Board of Commissioners in favor of the MHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later. [966.57]