

<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>Hall County Housing Authority</u> PHA Code: <u>NE003</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2012</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: <u>391</u> Number of HCV units: <u>481 (Authorized)</u>				
<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
					PH      HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.				
<b>5.1</b>	<p><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:</p> <p>Our aim is to ensure safe, decent, and affordable housing: create opportunities for residents' self sufficiency and economic independence; and assure fiscal integrity by all program participants. In order to achieve this mission, we will:</p> <ol style="list-style-type: none"> <li>1. Recognize the resident's as our ultimate customer</li> <li>2. Improve PHA Management and service delivery efforts through oversight, assistance, and selective intervention by highly skilled, diagnostic, and result-oriented field personnel</li> <li>3. Seek problem-solving partnerships with PHA, resident, community, and government leadership</li> <li>4. Act as an agent for change when performance is unacceptable and we judge that local leadership is not capable or committed to improvement</li> <li>5. Efficiently apply limited HUD resources by using risk assessment techniques to focus our oversight efforts</li> </ol>				

5.2	<p><b>Goals and Objectives.</b> Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <p>Goal One: Manage the Hall County Housing Authority’s existing public housing program in an efficient and effective manner thereby qualifying as at least a Standard performer.</p> <p>Objectives:</p> <ol style="list-style-type: none"> <li>1. HUD shall recognize the Hall County Housing Authority as a high Performer by June 30, 2013. <i>(Moved back a year)</i></li> <li>2. The Hall County Housing Authority shall achieve and sustain an occupancy rate of 97% by June 30, 2013. <i>(Moved back a year)</i></li> <li>3. The Hall County Housing Authority shall promote a motivating work environment with a capable and efficient team of employees to operate as a customer-friendly and fiscally prudent leader in the affordable housing industry. <i>(Excellent customer service rating – self-evaluation)</i></li> <li>4. The Hall County Housing Authority will utilize all of its Section 8 funding and/or maximize its ACC ability by June 30, 2012. <i>(Achieved)</i></li> </ol> <p>Goal Two: Dramatically upgrade developments through a combination of funding sources</p> <p>Objectives:</p> <ol style="list-style-type: none"> <li>1. The Hall County Housing Authority shall obligate and expend all of its capital funding timely and in an effective and efficient manner. <i>(Achieved)</i></li> <li>2. The Hall County Housing Authority will look to other funding sources such as Energy Performance Contracting to supplement capital and operating funding to the end of upgrading our aging facilities. <i>(nearly complete)</i></li> <li>3. The Hall County Housing Authority will use or leverage reserve or operating funding to supplement other modernization dollars in upgrading its facilities. <i>(Ongoing)</i></li> </ol> <p>Goal Three: Enhance the marketability and customer satisfaction of the Hall County Housing Authority.</p> <p>Objectives:</p> <ol style="list-style-type: none"> <li>1. The Hall County Housing Authority shall become a more customer-oriented organization. <i>(Ongoing)</i></li> <li>2. The Hall County Housing Authority shall enhance its curb appeal for Public Housing developments by maintaining its property in a responsible and appealing manner. <i>(Ongoing)</i></li> <li>3. Improve or maintain all HCHA property in a good condition and Provide timely, high quality maintenance service to Hall County Housing Authority residents. <i>(Ongoing)</i></li> </ol> <p>Goal Four: Partner with community organizations to meet local gaps in housing supply</p> <p>Objectives:</p> <ol style="list-style-type: none"> <li>1. Work with the City or other community organization to build or attain new homes or apartments to expand inventory and fill service gaps in the community. <i>(Made several failed attempts – grants not funded, still working on)</i></li> <li>2. Become more involved in the Continuum of Care and other community based organizations that may be beneficial to our residents or community. <i>(Ongoing but successful)</i></li> </ol>
6.0	<p><b>PHA Plan Update</b></p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <p><i>ACOP, Administrative Plan, “One Strike &amp; You’re Out”, Pet Policy, Transfer Policy, Rent Collection Policy, Parking Policy, Community Service and Tenant Pricing List. HCHA is also increasing its flat rents this year. The VAWA is also attached as required though no changes have been made this year.</i></p> <p>(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.</p> <p><i>Hall County Housing Authority Main Office</i></p> <p><i>All HCHA policies that have changed are attached to this document.</i></p>
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> Include statements related to these programs as applicable.</p> <p>HCHA does not currently operate or intend to operate any of these programs during the next fiscal year.</p>
8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable. This information is attached to this document.</p>

8.1	<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. Attached to this document. <i>Attached</i>
8.2	<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. Attached to this document. <i>Attached</i>
8.3	<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.
9.0	<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.  <i>Extremely low income units (subsidized) continue to be needed for all bedroom sizes though 1 bedroom units would have the least need. The need escalates as you move up in bedroom size. Accessible units are in high demand and quality issues in the rental market continue to be an issue as well. HCHA plans to renovate its old office to help with the accessibility needs. We expect to add three two bedroom accessible apartments and later one 1-bedroom accessible apartment (most likely the following year).</i>

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>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b>  <i>HCHA is currently working with a company called Pridon who is trying to build one two and three bedroom homes for homeless veterans. In conjunction with this, assuming they receive the tax credits they are requesting, HCHA will work with the VA and apply for VASH Vouchers which should help some. HCHA would also like to build larger bedroom apartments in the future.</i>
10.0	<b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.  (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.  <i>HCHA continues to strive towards its goals as outlined in our last 5-year plan. A couple of the goals we have had to move back our time frames on slightly (mainly because of the work involved with asset management) but we are on track to reach all of our goals and to begin working on new ones.</i>  (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”  <i>Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives, or plans of the agency <u>and</u> which require formal approval of the Board of Commissioners.</i>  Other Information – HCHA intends to apply for Moving to Work status under HUD’s recent expansion of the program. We are hopeful we will be successful which should allow us additional flexibility to manage our programs more efficiently, utilize our resources more appropriately and to improve our customer service.  <i>Resident Advisory Board</i> <ul style="list-style-type: none"> <li>• <i>Resident meeting held on April 13, 2012</i></li> </ul> <b>RAB &amp; Agency Plan Meeting Comments and Responses</b> <i>Comment – My concern is with severe weather and the fact that we do not have a storm shelter to go to for safety.</i>  <i>Response – The housing authority recognizes this concern, particularly with two high rise buildings in our inventory. Unfortunately, with the 10 year projection of funding only meeting about half of HCHA’s needs, this particular need is not currently in the plan.</i>  <i>Comment – I was wondering if HCHA is going to open the exercise room back up at Golden Towers.</i>  <i>Response – HCHA closed this room for a period of time after it was vandalized. It took us longer than we would have like to fix the issues caused by the vandalism and we hopefully have put security measures in place to avoid this problem again. The room will be opened back up in the near future.</i>  <i>There were no challenge elements to the plan.</i>

<b>11.0</b>	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> <li>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</li> <li>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</li> <li>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</li> <li>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</li> <li>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</li> <li>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</li> <li>(g) Challenged Elements</li> <li>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</li> <li>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</li> </ul>
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

## Instructions form HUD-50075

**Applicability.** This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

### 1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

### 2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

### 3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

### 4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

### 5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

**5.1 Mission.** A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

**5.2 Goals and Objectives.** Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

**6.0 PHA Plan Update.** In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

#### PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

**7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers**

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm)  
**Note:** This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

**8.0 Capital Improvements.** This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

**8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report.** PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

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

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

**8.3 Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

**9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**9.1 Strategy for Addressing Housing Needs.** Provide a 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. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

**11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

# **HALL COUNTY HOUSING AUTHORITY**

## **PUBLIC HOUSING**

### **ADMISSIONS & CONTINUED OCCUPANCY POLICY**

**APPROVED 4-13-00 - RESOLUTION # 291**  
**REVISED 4-12-01 - RESOLUTION # 305**  
**REVISED 4-11-02 - RESOLUTION # 317**  
**REVISED 4-14-05 - RESOLUTION # 348**  
**MODIFICATION (NOT SIGNIFICANT) - 9/8/05**  
**REVISED 3/13/08 - RESOLUTION #372**  
**REVISED 4/8/10 - RESOLUTION #397**  
**REVISED - 4/14/2011 - RESOLUTION #412**



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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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

## **1.0 FAIR HOUSING**

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

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

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

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

## **2.0 REASONABLE ACCOMMODATION**

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

## **2.1 COMMUNICATION**

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

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

HCHA prefers that reasonable accommodation requests be made in writing for documentation purposes. However, due to the nature and purpose of making a reasonable accommodation, HCHA will not require that the requests be in writing. When requests are not made in writing, HCHA will immediately document the request on a reasonable accommodation form for the requestor. HCHA will indicate that staff filled the request out for the requestor. HCHA retains the right to require supporting documentation to confirm the need for the accommodation in writing. All decisions granting or denying requests will be in writing, unless a reasonable accommodation is requested in that regard.

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

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

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

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

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Hall County Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Hall County Housing Authority will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Hall County Housing Authority's business is housing. If the request would alter the fundamental business that the Hall County Housing Authority conducts, that would not be reasonable. For instance, the Hall County Housing Authority would deny a request to have the Hall County Housing Authority do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Hall County Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Hall County Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Hall County Housing Authority's programs or services.

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

Approved reasonable accommodation requests will be paid for by the housing Authority. The Housing Authority reserves the right to request financial assistance from other entities to assist in the costs but in no case will any of these expenses be borne by the resident. Other structural changes not associated with a reasonable accommodation will be the responsibility of the requestor.

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

The housing authority will retain all requests for reasonable accommodation, successful and unsuccessful, for a period of five years. These documents will be retained for management review and for consistency purposes.

When determining reasonable accommodations, documentation received by the HCHA often contains private medical facts. This documentation will be destroyed when possible or in instances where parts of the documentation need to be retained, the private medical facts will be redacted.

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

All applicants that appear to be experiencing difficulties communicating in English will be asked if they need to communicate in a language other than English (including sign language or Braille). HCHA will utilize the “I Speak Card” to assist the applicant. HCHA will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered:

Spanish  
Sign (by appointment only)  
Arabic (by appointment only)  
Nuer (by appointment only)

### **4.0 FAMILY OUTREACH**

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

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

### **5.0 RIGHT TO PRIVACY**

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

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

HCHA reserves the right to gather information beyond the scope of HUD Form 9886. Criminal history, landlord references and other information may be needed by HCHA in determining suitability, eligibility, reason for transfer, etc. Because of this, HCHA may ask applicants/tenants to sign other informational releases in addition to HUD Form 9886. In all instances, HCHA will uphold every individual’s right to privacy and release information only when authorized by the applicant/tenant.

The Form HUD-92006 will be included in each application. HCHA will contact the individual or organization provided only for the use or uses indicated by the applicant or tenant on Form HUD-92006. The contact information will assist HCHA in providing the



delivery of any services or special care to the tenant and assist in any tenancy issues arising from the term of tenancy of the tenant.

The Form HUD-52675 Debts Owed to Public Housing Agencies and Termination will be given at application. The form notifies applicants and participants that information regarding tenancy is maintained within HUD's Enterprise Income Verification EIV system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors.

## **6.0 REQUIRED POSTINGS**

The Hall County Housing Authority will post in the administrative office and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Hall County Housing Authority Notices

## 7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at: 1834 West 7<sup>th</sup> Street, Grand Island, NE 68803

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

When the waiting list is open, completed applications will be accepted from all applicants. The Hall County Housing Authority will later verify the applicant information relative to the applicant's eligibility, admission and level of benefit.

Applications may be made in person at the Hall County Housing Authority – 1834 West 7<sup>th</sup> Street, Grand Island, NE 68803 during normal business hours. Applications may be filled out in the Administrative office, mailed to interested parties and will be taken on-line when available. All applications returned will be date stamped. Applications submitted on-line will be electronically date stamped. In the rare instance that a paper application and an electronic application have the same date and time, applications received in paper will be given priority over those received on-line.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Hall County Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 308-385-5664.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Hall County Housing Authority will make a preliminary determination of eligibility. The Hall County Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Hall County Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination. HCHA will offer and consider reasonable accommodations during any and all parts of this process.

The applicant may at any time report changes in their applicant status including changes in family composition, income or preference factors. These changes must be made in writing unless a reasonable accommodation has been approved. The Hall County Housing Authority will annotate the applicant's file and will update their place on the waiting list.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Hall County Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

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

### **8.2 ELIGIBILITY CRITERIA**

- A. Family status. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
  - 1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
    - a. Children temporarily absent from the home due to placement in foster care are considered family members for the purposes of determining bedroom size. The family does not however, receive the dependent allowance for the child(ren) while they are absent from the home.
      - I. Temporarily absent shall be defined as a period of time greater than two months but less than six months. Any family member absent longer than 6 months will be considered permanently absent unless otherwise defined by the Department of Housing and Urban Development (HUD). Exceptions will be granted on a case by case basis.
    - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
    - c. Foster children are considered family members and will be

counted for subsidy standards, given deductions for applicable childcare, but will not qualify for a dependent allowance.

- d. Parents who share or have joint custody of a child(ren) will need to provide documentation to HCHA that confirms their custodial rights. These rights need to exceed 50% of the child's(ren) time and will be used in determining bedroom size, allowances, etc. HCHA will not consider a child(ren) as part of the family unless parents can prove this majority. Proof may include but is not limited to court records and information received from other government agencies.

2. An **elderly family**, which is:

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

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

- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
- b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
- c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

4. A **disabled family**, which is:

- a. A family whose head, spouse, co-head or sole member is a person with disabilities;
- b. Two or more persons with disabilities living together; or
- c. One or more persons with disabilities living with one or more live-in aides.

5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a

disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible for admission to public housing dwellings, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Hall County Housing Authority.
4. If the Hall County Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

HCHA will abide by Section 214 of the Housing and Community Development Act of 1980, as amended on Assistance to Non-citizens.

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible

status, with the exception noted below.

- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. These include 1. Continued Assistance, 2. Pro-rated assistance (See Section 13.6 for calculating rents under the noncitizen rule), and 3. Temporary Deferral of Termination of Assistance.
- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

All assistance applicants and participants must disclose a complete and accurate social security number for each member of the household, including foster children, foster adults and live-in aides prior to admission.

E. Signing Consent Forms

- 1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
- 2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Hall County Housing Authority to obtain any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Hall County Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### 8.3 *SUITABILITY*

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Hall County Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Hall County Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
  
- B. The Hall County Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property; HCHA will use the "One Strike Your Out Policy" when making these types of determinations.
  - 4. History of disturbing neighbors or destruction of property;
  - 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  - 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
  - 7. The ability to abide by a lease, contract or agreement including any applicant history in housing assistance programs.
  
- C. The Hall County Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Hall County Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;
  2. A rental history check of all adult family members;
  3. A criminal background check on all adult household members, including live-in aides. This check will be made through a national database or other suitable means.
  4. A check of the State sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.
- D. The Hall County Housing Authority will require all applicants (adult members) to provide photo-identification.
- E. No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

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

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

- A. Do not meet any one or more of the eligibility criteria;
- B. Moved out of HCHA Public housing within the last year (exceptions may be made if applicant agrees to move into the same building they have moved from);
- C. Do not supply information or documentation required by the application process;
- D. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- E. Have a history of not meeting financial obligations, especially rent;
- F. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants or have a history of not doing so;
- G. Any person listed on the application (as a household member) has a history of criminal activity by any household member involving crimes of physical violence against persons or property and/or any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property.



- H. Any person listed on the application that has been identified as a gang member by a law enforcement agency or has been involved in gang related activity (on or off HCHA property) in the last five years. HCHA will consider any evidence provided that may refute the gang membership or activity when making this determination.
- I. Have an outstanding arrest warrant for any applicant or applicant household member;
- J. Have a history of disturbing neighbors or destruction of property;
- K. Currently owes rent or other amounts to any federally assisted housing program;
- L. Have committed fraud, bribery or any other corruption in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- M. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- N. Have a family household member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802\*;
- O. Have a family household member who is illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. For purposes of this policy, any household member who has a drug or drug related crime, including possession of drug paraphernalia, within the last five years, will be considered an unacceptable risk and will be denied. The Hall County Housing Authority may waive this requirement if\*:
  - 1. The person demonstrates to the Hall County Housing Authority's satisfaction that he/she is no longer engaging in drug-related criminal activity or abuse of alcohol; and
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program that is of at least 6 months in duration, has actively been participating in a supervised drug or alcohol rehabilitation program for a period not less than 6 months or has successfully completed a supervised drug or alcohol rehabilitation program of a shorter duration and was actively involved in an after care program for at least a 6 month period of time after the completion of such program;

- P. Have a household member who has ever been evicted from public housing within the last 10 years\*;
  - 1. Evictions that took place longer than 10 years may still be used to deny an applicant but will be used with the totality of other information.
  - 2. Evictions that have taken place within the 10 year span will be grounds for automatic denial.
  
- Q. Applicants who were asked to leave assisted housing developments but were cooperative and not formally evicted through the court system will be prohibited from receiving assistance for a period of 3 years from the date of official move-out. HCHA retains the right to utilize past rental history when determining applicant suitability. The following will be the exception to this rule:
  - 1. The applicant is able to provide sufficient proof that the issue(s) leading to their requested removal has been resolved and is unlikely to occur again (for example the family member causing the issue is no longer a household member).
  
- R. Have a family household member who has been terminated under the certificate or voucher program within the last 5 years\*;
  
- S. Fail to complete any aspect of the application or lease-up process;
  
- T. Anyone registered as a sex offender in any State or National registry for the entire period that they are listed;
  
- U. Have engaged in or threatened abusive or violent behavior towards any Hall County Housing Authority residents;
  
- V. Were released from a state or federal prison within the last 5 years (unless released because applicant was found innocent);
  
- W. Has a member of the family that has engaged in serious criminal or drug related activity or that has abused alcohol within the last 5 years. Serious criminal activity, drug related activity and alcohol abuse are as defined in the HCHA “One Strike & You’re Out Policy”\*;
  
- X. Is currently listed on the HCHA Ban & Bar List
  
- Y. Have a family member who has not provided a Social Security Number
  
- Z. **Denied for Life:** Have a family member who has been convicted of manufacturing or producing methamphetamine (speed)\*;

- AA. **Denied for Life:** Has a lifetime registration under a State sex offender registration program;
- AB. **Denied for Life:** Have engaged in or threatened abusive or violent behavior towards any Hall County Housing Authority staff;

\*For purposes of this policy, any household member or any family member would specifically include only members of the household that will be included on the lease for assistance.

## **8.5 *INFORMAL REVIEW***

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

The informal review may be conducted by any person designated by the Hall County Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Hall County Housing Authority's decision. The Hall County Housing Authority must notify the applicant of the final decision within 10 business days after the informal review, including a brief statement of the reasons for the final decision. Timeframes for applicant notification are not applicable in situations that are beyond the control of HCHA (example – HCHA is awaiting verifications or other forms of information from a third party).

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

For the participant families, the Public Housing Grievance Procedure will be utilized with the exception of the INS appeal decision which will follow the procedures outlined above.

## **9.0 *MANAGING THE WAITING LIST***

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

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

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

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

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

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

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

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

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Hall County Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

## **9.4 NO WAITING LIST**

When all names have been taken from the waiting list and applications are current, the applicant interview will be held immediately after reviewing and processing the pre-application. If more than one application is received before a meeting can be held, the applicant interviews will be ordered based on preference (see Section 9.2). Offers will be made accordingly (see Section 10.6).

## **9.5 PURGING THE WAITING LIST**

The waiting list may be purged periodically by a mailing to all applicants to ensure that the pool of applicants reasonably represents interested families and to enable the Hall County Housing Authority to update the information regarding address, family composition, income category, and preferences. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 10 business days, the applicant will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file.

Letters that are returned from the Post Office with a forwarding address will be re-mailed to the new address and the applicant will be given an additional 10 business days to respond to the mailing. Letters to applicants that are returned a second time with a second forwarding address will result in the denial of the application. No further correspondence will be sent. Letters returned as “temporarily away” will follow this process with the exception that the second letter will be re-sent to the original address.

HCHA would only deviate from this method in the event of an approved reasonable accommodation requesting alternate contact methods.

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

The Hall County Housing Authority will not remove an applicant’s name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request, or fails to respond timely, for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.
- D. The applicant has rejected two offers from the Hall County Housing Authority.
- E. Correspondence has been returned with no forwarding address or has been returned more than once.

## **9.7 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Hall County Housing Authority will be sent a notice of termination.

The Hall County Housing Authority will allow the family to reschedule for good cause. Generally, no more than two opportunities will be given to reschedule with good cause. When good cause exists for missing an appointment, the Hall County Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being permanently removed from the waiting list. Good cause will be determined by HCHA staff on a case by case basis.

## **9.8 NOTIFICATION OF NEGATIVE ACTIONS**

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

# **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

## **10.1 PREFERENCES**

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

- A. Displaced person(s): Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief Laws.
- B. Elderly / Disabled Status\*
- C. Families with dependents
- D. Date & Time of Application

Preferences will be determined by a point total. Applicants cannot receive points for more than one preference and will be assigned the qualifying preference with the highest points assigned. Point totals are as follows:

Preference A - 3 Points

- Preference B - 2 Points
- Preference C - 2 Points
- Preference D - 0 Points

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences as well as for point total ties between preferences.

**\*Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features regardless of their position on the waiting list. If more than one family exists that could use these accessible features, all applicants meeting the appropriate bedroom size who would utilize these accessible features will be ordered based upon their date and time with the oldest application gaining first opportunity to accept the available accessible unit. If no applicant exists matching the bedroom size and needing the accessible features the home provides, the normal procedures will govern. However, any family moving into an accessible unit and not needing the features the accessible unit provides are subject to administrative transfer should an applicant needing these features come to the top of the list under normal waiting list protocol.

Occasionally households on the Waiting list who did not qualify for a Preference when they applied will experience a change in circumstances that qualifies them for a Preference. In such cases, it will be the household’s duty to contact Hall County Housing Authority so that their change in status is updated and the waiting list can be updated to reflect the Preference. Notification should be writing unless a reasonable accommodation is requested.

To the extent the verification determines the household does now qualify for a Preference, they will be selected from the Waiting list in accordance with the preference and their date of application.

The Hall County Housing Authority will allow overhoused situations to occur if the applicants are in need of the accessibility features of a particular apartment. All applicants who need the accessibility features of the unit will be given preference over those who do not (whether it is an overhoused situation or not). HCHA will only overhouse tenants one bedroom size over what they would otherwise be eligible for.

For example, an individual who needs wheelchair access and has a caretaker could be placed in two or a three bedroom apartment. However, if that individual does not have a caretaker they could only be placed in a one or two bedroom apartment.

**10.2 ASSIGNMENT OF BEDROOM SIZES**

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

Number of Bedrooms	Number of Persons
--------------------	-------------------

	<b>Minimum</b>	<b>Maximum</b>
<b>0*</b>	<b>1</b>	<b>1 (2)*</b>
<b>1</b>	<b>1</b>	<b>3</b>
<b>2</b>	<b>2</b>	<b>5</b>
<b>3</b>	<b>3</b>	<b>7</b>
<b>5</b>	<b>5</b>	<b>11</b>

\* = Golden Towers is the exception to this rule. Though Golden Towers apartments are considered 0 bedroom, they are actually bigger than the 1 bedroom apartments at Centennial Towers. Thus, HCHA will allow 2 persons to be placed in Golden Towers 0 bedroom apartments.

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. An additional person is added to each maximum standard for all sizes but efficiency apartments, as an additional person could sleep in the living area if determined appropriate. Zero bedroom units will only be assigned to one-person families (except at Golden Towers). Two adults (18 years or older) will share a bedroom unless opposite sex and related by blood.

In determining bedroom size, the Hall County Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care. In all cases, HCHA will require the tenant to provide proof that these situations exist.

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

- A. Children of the same sex **will** share a bedroom, regardless of age.
- B. Children of the opposite sex, seven years and older will not be required to share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.
- F. Adults will be required to share a bedroom unless they are related by blood (Part D of this Section would be an exception).

Exceptions to normal bedroom size standards include the following:



- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Hall County Housing Authority will allow the smaller size unit so long as no more than the maximum persons per unit are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit unless the family size changes.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Hall County Housing Authority will allow the larger size unit only in the event a reasonable accommodation is necessary.
- C. Families needing the accessibility features of a unit may be offered a larger unit if no accessible units are available for them in their bedroom size (see section 10.1).

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

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

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

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

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

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

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

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

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

## **10.6 OFFER OF A UNIT**

### **When there is a Waiting List:**

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

The Hall County Housing Authority will contact the family by telephone to make the unit offer. If the family cannot be reached by telephone, they will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date they were contacted to notify the Hall County Housing Authority of their acceptance or rejection of the unit offer. If the family does not respond, or does not respond timely (without a reasonable explanation as to why) the offer will be rescinded and the applicant will be denied.

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

### **Without a Waiting List:**

When there is no waiting list, the Hall County Housing Authority will offer all available units ready for lease\* to the first applicant who applies and appears eligible. When the pre-application is received, it will be processed as quickly as possible, and an appointment will be arranged. If more than one application is received, they will be ordered based on preference (see Section 10.1) and appointments made accordingly. All applicants who prove their preference will be "tentatively" offered an apartment of their choice\*\*. The apartment will be officially offered to the applicant when income and suitability requirements are verified and approved. "Tentatively" offered apartments will not be offered to anyone else until a decision is made on the application. However, the applicant may agree to another apartment if someone in need has been approved more quickly than they are and no other apartments are currently available. In these cases, the applicant who originally had the apartment "tentatively" saved will be consulted, and must give their approval. They will be offered the next apartment ready for lease.

If an applicant is denied, the apartment “tentatively” offered to them will go back into the pool of available units and offered to the next applicant as discussed above.

Offering units in this method most effectively and efficiently fills them while abiding by HUD requirements and HCHA’s own preference system.

\* Ready for lease would be defined as an apartment that could reasonably be rented within the next month. If there are no apartments that meet this description, the apartment that will most likely be ready the soonest would then be offered.

\*\* Apartments vacated the longest, will be offered first. If several apartments are available, applicant preference may be requested, and will be granted if possible.

### ***10.7 REJECTION OF UNIT***

If in making the offer to the family the Hall County Housing Authority skipped over other families on the waiting list in order to meet their de-concentration goal or offered the family any other de-concentration incentive(s) and the family rejects the unit, the family will be issued a pass and will retain their place on the waiting list.

If the Hall County Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other de-concentration incentive, and the family rejects the unit with or without good cause, the family will have the opportunity to remain on the list and be offered the next available unit. This will constitute a pass for the applicant. Each applicant will have the opportunity to pass one time and retain their position on the waiting list.

When a family is issued a pass, they will be offered the next available apartment. The next available apartment will be defined as the next apartment that becomes vacant as opposed to any apartments that are currently open and being rehabilitated.

If the applicant is still not interested after they are offered an apartment for the second time, their name will be removed from the waiting list and they will have to reapply. The Hall County Housing Authority reserves the right to issue a second pass or to issue a pass for a specified period of time for reasons of good cause. Good cause includes reasons related to health, work, current legal constraints (such as a lease agreement), school, and childcare (for those working or going to school). In all cases the family will be offered the right to an informal review of the decision to alter their application status.

### ***10.8 ACCEPTANCE OF UNIT***

The family will be required to sign a lease that will become effective no later than thirty (30) calendar days after the date of acceptance. Exceptions to this rule will be made on a case by case basis. Normal exceptions would include delays caused by HCHA or leasing conflicts with current landlords. Exceptions would not be granted for a period of time exceeding two months.

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

At the very minimum, the applicant will be provided a copy of the lease, emergency after hours number(s), the pamphlet *Protect Your Family From Lead In Your Home*, the HCHA Rent Policy, and the Hall County Housing Authority Inspection Schedule.

Documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

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

In buildings where tenants must pay their own utilities, HCHA will not allow a lease to be executed until HCHA can verify that the resident-to-be has placed the utilities in their name. If the potential resident is unable to do so, a lease will not be executed until an arrangement is made with the local utility company. In these cases, the applicant family will be issued a pass. If the utility situation is not rectified by the second housing offer the application will be denied and the applicant will need to reapply for assistance.

The family will pay a security deposit at the time of lease signing. The security deposit will be:

- A. \$150.00 for all 1 bedroom apartments.
- B. \$250.00 for all 2 bedroom apartments.
- C. \$350.00 for all 3 & 5 bedroom apartments, duplexes and houses

In exceptional situations, the Hall County Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the Housing Authority. All security deposits must be made in full prior to approval of the pet.

Payment of the security deposit and rent / pro-rated rent should be made in full before a lease is executed with an applicant. At the very least, either full rent and partial security deposit must be paid (partial security deposit as explained above) or full security deposit with an agreement concerning when the rent will be paid.

In the case of a move within public housing (a transfer), the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family less any applicable charges.

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

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

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

### **11.1 INCOME**

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

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

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is

included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. Imputed welfare income
    - a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Hall County Housing Authority by the welfare agency) plus the total amount of the other annual income.
    - b. At the request of the Hall County Housing Authority, the welfare agency will inform the Hall County Housing Authority of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Hall County Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Hall County Housing Authority will use this information to determine the amount of imputed welfare income for a family.

- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Hall County Housing Authority by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Hall County Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Hall County Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Hall County Housing Authority denies the family's request to modify such amount, then the Hall County Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Hall County Housing Authority's determination of the amount of imputed welfare income. The Hall County Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy.

2. Relations with welfare agencies

- a. The Hall County Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Hall County Housing Authority notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.
- b. The Hall County Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However,

the Hall County Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare determinations.

- c. Such welfare agency determinations are the responsibility of a welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Hall County Housing Authority shall rely on the welfare agency's notice to the housing authority of the welfare agency's determination of a specified welfare benefits reduction.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***11.2 EXCLUSIONS FROM INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;



- H. The amounts received from the following programs:
1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
  5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
  6. Temporary, nonrecurring or sporadic income (including gifts);
  7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household, spouse and co-head);
  9. Adoption assistance payments in excess of \$480 per adopted child;
  10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law

during the exclusion period. For purposes of this exclusion the following definitions apply:

- a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
  - i. Is authorized by a Federal, State or local law;
  - ii. Is funded by the Federal, State or local government;
  - iii. Is operated or administered by a public agency; and
  - iv. Has as its objective to assist participants in acquiring employment skills.
- b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
- c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. The incremental earnings due to employment during a cumulative 12-month period following date of initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10 (of this section). Additionally, this exclusion is only available to the following families:

- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
- b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
- c. Families who are or were, within the last 6 months, assisted under a State TANF or Welfare-to-Work program. Benefits or services during the 6-month time frame must total at least \$500.00 to be eligible under this criteria.

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

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

Income exclusions may be terminated due to the family's failure to comply with program requirements.

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

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Benefits received from kinship, Kin-Gap or other similar benefit programs that go to, or on behalf of, children leaving the juvenile court system or foster care system to live with a relative or legal guardian;
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (43 U.S.C. 5044(g), 5058);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  - d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 8624(f));

- e. Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references of Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- h. The first \$2000 per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or redistricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or redistricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-* product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provider 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 of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

- p. Allowances, earnings and payments to Americorps participants under the national and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provision of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602; and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

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

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

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family as outlined in the most recent IRS Publication 502 (specifically the Medical expense section of the document pages 4-12); and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the

amount of employment income that is included in annual income.

#### ***11.4 COOPERATING WITH WELFARE AGENCIES***

The Hall County Housing Authority will enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree to provide written verification to the Hall County Housing Authority concerning welfare benefits for families applying for.

### **12.0 VERIFICATION**

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

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

Age, relationship, eligible immigration or U.S. citizenship status, and Social Security Numbers will generally be verified with documentation provided by the family. For citizens and naturalized citizens, the family's certification will be accepted when accompanied by all other required information. Eligible immigration status will be verified utilizing the USCIS system. Verification of these items will include photocopies of the Social Security cards, birth certificates and other documents presented by the family, the USCIS approval code, and forms signed by the family.

Other information will be verified through six methods of verification according to the hierarchy listed below:

1. Upfront income verification (UIV) using HUD's Enterprise Income Verification (EIV) system
2. UIV using non-HUD systems
3. Written third-party verification (may be provided by family)
4. Written third-party employer form
5. Oral third-party verification
6. Tenant declaration

To manage the verification process effectively, the following schedule for requesting higher levels of verification before accepting lower levels will be as follows:

- The family signs release forms and provides requested documents at the interview (ideally 75 days prior to reexamination date) and HCHA runs EIV income report, using third-party documents provided by the family to project annual income. If the family agrees with the EIV report and has provided acceptable corresponding

3<sup>rd</sup> party information, the 3<sup>rd</sup> party information may be used to determine income and rental payments derived therefrom. If no UIV or third-party documents provided by the family are available and/or if the family disagrees with the EIV information, the staff will then send out written third-party verification forms within 5 business days after the interview.

- If no response after 10 business days, staff sends the second request.
- If no response to the second request within 5 business days, staff attempts to contact the source by phone.
- A tenant declaration would be accepted as a last resort if third-party verification is not available.
- In cases where a tenant declaration is accepted, HCHA will document why this information was utilized.

For applicants and participants all verifications are valid for 120 days from the date of receipt. The tenant provided third party verification should be dated within 60 days of the reexamination interview date.

### **UPFRONT INCOME VERIFICATION (EIV Mandatory)**

UIV is the verification of income, before or during a reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

Hall County Housing Authority is required to access EIV to run an income report for each household at every annual reexamination and interim reexamination for updates of family income and composition.

EIV is sufficient third-party verification when:

- The family does not dispute the data, and
- Current third-party documents provided by the family (mandatory from level 4 of the hierarchy, such as paystubs) are available.

HCHA will obtain additional third-party verification when the family disputes EIV employer data. HCHA may obtain additional third-party verification when HCHA determines additional information necessary, such as:

- Effective dates of employment
- Pay rate, number of hours worked, pay frequency for new jobs
- Confirmation of change in circumstances (reduced hours, reduced rate of pay, etc.).

The EIV report cannot be used to project income at annual or interim reexaminations but can be used to calculate repayment agreements.

HUD requires that HCHA collect, at a minimum, two current and consecutive pay stubs to project the participant's annual income.

### **ACCEPTABLE FILE DOCUMENTATION**

If the family does not dispute EIV employer data, and has acceptable supporting documentation, acceptable file documentation consists of:

- The EIV income details report
- A signed copy of the EIV ICN Page
- Copy of tenant-provided third party verification

If the family disputes the EIV employer data and has no acceptable supporting documentation, file documentation includes:

- The EIV income details report
- Written third-party employer form

For new admissions, HCHA is required to review the EIV Income Discrepancy report within 120 days of move-in. This should also be documented in the tenant file. The EIV Income Discrepancy Report should be reviewed for each interim re-exam as well.

In addition to the EIV System, HCHA will use other up-front income verification sources to verify participant income. These sources include the Work Number, Credit Bureau Association credit reports, IRS tax transcripts and NFocus. HCHA will use other UIV systems that might become available to HCHA.

UIV (excluding EIV) meets the regulatory requirement for third-party verification. Additional third-party verifications (such as employer statements) are not required in many cases.

### **WRITTEN THIRD-PARTY VERIFICATION**

Written third-party verification is an original document generated by a third-party source, dated within 60 days prior to the reexamination or request date. Third-party written verification is required to project annual income from earnings.

For written third-party verification, documents must be original and authentic, and may be supplied by the family or received from a third party source. Examples of acceptable third-party documents provided by the family include, but are not limited to pay stubs, payroll summary reports, employer notice or letters of hire or termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters or printouts, and unemployment monetary benefit notices.

HCHA will obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. Three current and consecutive paychecks are preferred and will be requested, two will be accepted only in approved circumstances only (on a case by case basis).

HCHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.



Information verified on the internet is considered to be written third-party verification if HCHA is able to view and print web-based information from a reputable source on the computer screen.

**ORAL THIRD-PARTY VERIFICATION**

For this type of verification, HCHA will make contact with sources by telephone or in-person. Third-party oral verification may be used when requests for written verification have not been returned within a reasonable time.

File documentation will include the date and time of the telephone call, the name of the person contacted, the telephone number, along with the confirmed verified information.

**TENANT DECLARATION**

The applicant or participant submits an affidavit or notarized statement to certify income or expenses that she or he has reported. This method is used as a last resort when no other verification method is possible. If this verification is used HCHA will document in the tenant file the reason why third-party verification was not available.

**12.2 TYPES OF VERIFICATION**

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports, any document issued by e federal government with the SS# attached	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Picture ID	N/A	Drivers License, work ID, or other officially certified picture ID
Eligible immigration status	USCIS confirmation #	USCIS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
		For high school students, any document

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Full time student status (if >18)	Letter from school	evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider and/or N-Focus	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks and Mutual Funds	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, on-line verification, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	EIV data from HUD, Letter from employer	Multiple pay stubs
Self-employed	EIV data, Notarized verification from owner	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Temporary Assistance for needy Families (TANF)	N-Focus	N/A
Alimony/child support	Court order, letter from source, letter from Human Services, staff completed form with information gathered from District Court computer records.	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives	N/A  Evidence of job start

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	<ul style="list-style-type: none"> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>- date of first job after program completion</li> </ul>	

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

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

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

Prior to being admitted all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted, all other adult, eligible noncitizens must sign a declaration of their status and a verification consent form and provide their U.S. Citizenship and Immigration Service (USCIS) card or other document. For each non-citizen child, the form must be signed by the child’s parent, guardian or other responsible adult member. The Hall County Housing Authority will make a copy of the individual's USCIS documentation and place the copy in the file. The Hall County Housing Authority will also verify their status through the USCIS system. If the USCIS system cannot confirm eligibility, the Hall County Housing Authority will mail information to USCIS in order that a manual check can be made of USCIS records.

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

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

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

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

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family. Families are required to provide evidence of eligible status no later than the time of the verification of other eligibility factors. A time

extension of no more than 30 days may be granted in writing if additional time is necessary to obtain the needed documentation. The length of additional time will be assigned on a case by case basis. Family members that do not provide documentation meeting the appropriate timeframe will be considered ineligible until necessary documentation is provided. In the event that no family member is eligible, the application will be denied.

If the Hall County Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 10 years from the date of eviction or termination.

An FAS citizen who is a lawful resident of the United States (including territories and possessions) is eligible for housing assistance.

- FAS stands for ‘the Freely Associated States’
  - Republic of the Marshall Islands
  - Federated States of Micronesia
  - Republic of Palau

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

Prior to admission, each family member is required to disclose his/her assigned SSN, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status.
- b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid.
- c. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

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

HUD, via its computer matching program with the SSA, will validate the SSN (along with the individual's name and date of birth) against the SSA's database. EIV will report the status of the identity verification process as Verified, Failed, Not Verified, or Deceased on the household Summary Report. HCHA will retain a copy of the EIV verification report in the tenant file as documentation.

Excluding the above defined exceptions, HCHA will deny the eligibility of any applicant who does not comply with this requirement. Applicants must provide this information

upon their first appointment for preference determination. If they cannot provide the information at that time, HCHA staff may provide the applicant up to 30 calendar days to provide the information to HCHA. If the applicant has not disclosed this information by the time a unit comes available for occupancy they will be skipped for that particular unit and will not be offered a home until they have provided the documentation. If the information is not provided within the allotted timeframe (not to exceed 30 calendar days) the applicant will be determined ineligible and their application will be denied.

Excluding the above defined exceptions, current HCHA housing participants are also required to provide Social Security Number information. HCHA will identify participants who are out of compliance with this rule and require that they come into compliance immediately. HCHA may permit applicants up to 90 calendar days to provide this information if there is reasonable likelihood that an extension of time will result in the ability of the family to produce the information and if the reasons for their inability to provide the information was due to circumstances that the family could not foresee and were beyond their control. Participant families who do not comply will be evicted for non-compliance.

When a participant requests to add a new household member, who has an assigned SSN to the family, the participant must disclose the assigned SSN and provide HCHA with the documentation referenced above. If the family is unable to provide the required documentation of the SSN, HCHA will not add the new household member until the family provides such documentation.

When a participant requests to add a new household member, who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide HCHA with the documentation referenced above within 90 calendar days of the child being added to the household. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, HCHA will grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if HCHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. If the family does not comply with this requirement they will be evicted from their home for non-compliance.

The child is included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements.

## **VERIFICATION OF SOCIAL SECURITY AND SUPPLEMENTAL SECURITY INCOME BENEFITS**

HCHA will ask applicants to provide a copy of their SS/SSI benefit letter, dated within the last 60 days, for each household member that receives SS or SSI benefits. HCHA may assist in retrieval of these documents from the Social security on-line system when assistance is requested.

For participants (and household members) whose personal identifiers are validated HCHA will use EIV to verify SS/SSI benefits.

- HCHA will print the EIV income report and confirm that the current listed benefit amount is correct. If the participant agrees, that amount will be used to calculate annual income from social security benefits.
- If the participant disputes the EIV reported benefit amount, or if benefit information is not available in the EIV system, HCHA will request that the participant provide a current SSA benefit letter, following the same guidelines as those for applicants.

### ***12.5 VERIFICATION OF LEGAL IDENTITY***

In order to prevent program abuse, HCHA will require applicants to furnish verification of legal identity for all family members. Documents for minor children must include Social Security Cards (or temporary information) and birth certificates.

Adults are required to provide Social Security Cards (or temporary information), a current picture identification (picture within the last five years) and birth certificates. In cases where birth certificates are unavailable, alternate forms providing proof of age will be acceptable. Documents acceptable to determine applicant age include: Certificate of Birth, naturalization papers, current valid Driver's license, U.S. military discharge (DD 214), U.S. passport, Department of Motor Vehicles Identification Card and Hospital records. If a document submitted by a family is invalid or otherwise questionable, another form of documentation may be required.

### ***12.6 TIMING OF VERIFICATION***

Verification information must be dated within One Hundred Twenty (120) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

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

### ***12.7 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission or prior to a new member joining the family.

Verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission.

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

### **13.1 FAMILY CHOICE**

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- C. In order for families to make informed choices about their rent options, the Hall County Housing Authority will provide them with the following information whenever they have to make rent decisions:
  - 1. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Hall County Housing Authority will provide the amount of income-based rent for the subsequent year only the year the Hall County Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information.
- A. Tenants who opt for flat rent at interim examination will be asked to attend their next recertification appointment. They will then be reviewed every three years.

### **13.2 THE INCOME METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The minimum rent of \$50.00.

### **13.3 MINIMUM RENT**

The Hall County Housing Authority has set the minimum rent at \$50.00. However if the family requests a hardship exemption, the Hall County Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal responsibility and Work opportunity Act of 1996;
  - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.



- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

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

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

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

There is no utility allowance for families paying a flat rent.

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

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

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

Pro-rated assistance is calculated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Hall County Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the

result times the number of eligible family members. This yields the prorated subsidy.

- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### **13.6 UTILITY ALLOWANCE**

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

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

Utility allowance revisions based on rate changes and changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families who are at a negative rent or who have a portion of their utilities paid by the Hall County Housing Authority will have all payments sent directly to the applicable utility supplier. Families will be notified of the amount of utility payment as well as the utility supplier whom will be paid. HCHA may switch payments in the middle of the year to pay the applicable supplier to correspond to the applicable season.

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

Requests for relief from surcharges for excess consumption of Hall County Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Hall County Housing Authority on reasonable grounds. Requests by the family shall be submitted under the "hardship form". Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### **13.7 PAYING RENT**

1. Rents are due and payable on the first (1st) day of every month, but no later than the tenth (10th) calendar day of the month.
2. If the Tenant's rent payment cannot be made on or before the tenth of the month, it is the Tenant's responsibility to contact the Housing Authority prior to the first of the month to request an extension of the due date. If the Housing Authority agrees to the extension, a written agreement will be signed by the Tenant indicating the date which the Tenant will make full payment of rent due. A maximum of three extensions can be granted annually. In the event that an agreement is made and agreed upon by the Housing Authority before the 10<sup>th</sup> of the month, late fees will be waived.
3. Any rent payment made **or postmarked** after the tenth (10th) of the month shall be considered delinquent. All delinquent accounts shall be assessed a penalty fee on the eleventh (11th) day of \$20.00. If the rent and penalty are not paid, an Eviction Notice will be issued on or about the twelfth (12th) of the month, demanding payment in full, or the surrender of the premises within legal time requirements. **In the event that the tenth of the month falls on a day when the office is closed, rent will be accepted without penalty on the first day the office is open following the tenth.**
4. If payment is not made or the premises not surrendered, as required, legal proceedings will be instituted for possession of the dwelling.

Any deviation from the above policy must be approved in writing by the AMP Manager and will be done so in cases of extreme emergency or hardship only. Returned checks will be subject to late charges and check acceptance will not be allowed for a six-month period of time. Any subsequent violation in a 12-month period will cause an indefinite suspension of check acceptance from HCHA.

## **14.0 RULES & REGULATIONS**

### **14.1 RULES & REGULATIONS**

HCHA will provide each applicant with a set of rules and regulations. These rules and regulations must be followed and will be incorporated into the lease. Included will be issues such as garbage disposal, housekeeping, resident conduct, work orders, etc.

### **14.2 CABLE & AIR CONDITIONING**

Cable - Currently HCHA has an agreement with the local cable company for a discount package at the following apartment complexes: Rainbow Terrace, Centennial Towers, Golden Towers, Pletcher Terrace, Orleans Place, Western

Apartments, Shady Bend and Stolley Park. Included apartments have the option of paying \$29.00 monthly and receiving expanded basic services through HCHA. Programming is provided by the local cable company but installed by HCHA free of charge upon initial installation.

If cable is disconnected, either by choice or from lack of payment, and a reconnect is requested, the tenant will be charged a fee consistent with the current HCHA labor charges. Cable payment will not be accepted until rent payments are current or a tenant repayment agreement has been established (and is being followed). Cable charges considered delinquent will result in immediate disconnection of service.

- A. Air – Air conditioning is not currently provided for tenants located at Centennial Towers, Golden Towers or Pletcher Terrace. Tenants are allowed to provide their own window air units which are installed by HCHA personnel. Installation is free but there is an excess utility charge of \$60.00 annually added to tenants rental charges.

During the January 2012 – December 2012 the following rules will still be applicable – a charge of \$5.00 each month, year round, will be assessed beginning when an A/C is installed. This charge offsets the increased utility charges HCHA must pay in the summer when these air conditioners are in use. The \$5.00 excess utility charge is billed the same month the air conditioner is installed (HCHA reserves the right to prorate or not bill if there is less than a full month left when the A/C is installed). Charges will continue until the A/C is removed. Residents will be charged for re-installation (unless there is a legitimate reason for removal of the original A/C such as it no longer runs). This fee will include labor and a hook up fee which will be determined by HCHA.

Starting January 2013, tenants will no longer be charged \$5.00 monthly for air conditioner excess utility charges. Instead, monthly charges of \$10.00 per month will be assessed during the air conditioner season only. This season will begin in April and end in September. Air conditioners running during other months will not be assessed any charges. Seasonal charges will continue until the A/C is removed. Residents will be charged for re-installation (unless there is a legitimate reason for removal of the original A/C such as it no longer runs). This fee will include labor and a hook up fee which will be determined by HCHA.

Full monthly charges will be made for cable and air service when receiving such services for a period of time equal to fifteen (15) days or more in any given month. Tenants will not be charged when receiving these services for a period of time less than fifteen (15) days.

## **15.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **15.1 GENERAL**

In order to be eligible for continued occupancy, each adult family member (18 years and older) must either (1) contribute eight hours per month of Community Service (not including political activities) or (2) participate in an economic self-sufficiency program,

or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

## 15.2 EXEMPTIONS

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

- A. Family members who are 62 years old or older. Family members turning 62 years of age are not exempt of any hours that they had accrued prior to turning 62. These hours are still required unless a reasonable accommodation is requested and approved.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who provide a medical letter from a professional, stating a family member's inability to fulfill the Community Service requirement due to health concerns.
  - Medical Letters need to be updated every two years for residents who are not currently receiving Supplemental Security Income (SSI) or Social Security Disability (SSD).

Individuals who owe Community Service hours prior to being determined disabled may have those hours excused provided proper documentation is provided proving that the individual in question is not able to perform Community Service.

- C. Family members who are the primary caregiver for someone who is blind or disabled as set forth in Paragraph B above and have provided verification to the Housing Authority of their caregiver status. Family members meeting the primary caregiver criteria and whom owe Community Service hours prior to meeting this exemption will have those hours owed excused.
- D. Family members engaged in work or school/educational activities for at least 8 hours a month. Those engaged in educational activities must provide verification of their student/educational status. These activities would include the following:
  - Private and/or public sector employment
  - On-the-job training
  - Job readiness assistance (i.e. Vocational Rehabilitation or Workforce Development)
  - Vocational educational training, (i.e. Employment First and Adult Basic Education)
  - Education (i.e. high school, GED classes, college courses, literary classes, credit counseling, internships)

Family members who owe for Community Service hours prior to meeting this exemption will be required to maintain this exemption for a period of no less than 6 consecutive months prior to having those hours excused. HCHA will accept a

combination of the exemptions in this heading to meet the criteria provided it is consecutive.

- E. Family members receiving assistance under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work, TANF and who are in compliance with this program.

Family members who owe for Community Service hours prior to meeting this exemption will be required to complete those hours owed. Job training and other similar exemption activities may count towards hours owed once the required 8 hours of betterment activity is reached per month. For example, a family member who is receiving TANF and is attending 20 hours per month of job training activity may count 12 of those hours towards any back hours owed.

In all the above cases it will be necessary for the Hall County Housing Authority to verify the tenant exemption.

### **15.3 NOTIFICATION OF THE REQUIREMENT**

The Hall County Housing Authority shall identify all adult family members who are not exempt from the Community Service Requirement and explain the requirement at the initial move-in appointment. Reviews will be done annually for each family receiving assistance on the program and tenants not meeting an exemption for this requirement will be notified of their responsibilities under this rule. This will be done as follows:

Every year during re-certification appointments the Hall County Housing Authority will review the tenant's Community Service documents. At this time, resident families must bring in all required Community Service information (if they have not done so monthly as required). Any resident questions or concerns can be handled during the annual reexamination. Annual Community Service Renewal forms, stating Compliance or Non-Compliance, will be signed and explained during this meeting.

HCHA will monitor tenant status throughout the year including during interim exams and provide updates to community service participants quarterly.

### **15.4 VOLUNTEER OPPORTUNITIES**

Community Service includes performing work or duties for the public benefit as well as to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community. Eligible Community Service activities include, but are not limited to the following as found in (PH Occ GB, p.174):

- B. Institutions, such as schools, child care centers, hospitals, hospice, recreation centers, senior centers, adult day care facilities, homeless shelters, food pantries, etc.

- C. Nonprofit Organizations, such as Boy or Girl Scouts, 4-H programs, community clean-up programs, Meals on Wheels, etc.
- D. The Housing Authority reserves the right to use its own discretion in deciding if area agencies or services classify as appropriate volunteer sites and duties.

An economic self-sufficiency program is one which is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. This program includes substance abuse or mental health counseling, parenting classes, workshops, etc. which are offered to prepare individuals toward work and self-sufficiency.

Assistance provided to family members is not recognized as community service by HCHA unless it meets the criteria as described in 15.2 Part C of this policy.

The Hall County Housing Authority will provide a list of area agencies which offer Community Service options for Public Housing residents. Residents are not limited to doing their Community Service hours at the agencies listed by the Hall County Housing Authority. It is up to the resident to coordinate with the applicable social services agency, church, school, nursing home, etc. of their choice, in order to perform their Community Service responsibilities. The Social Worker at the Housing Authority will be available to assist residents on an as needed basis with Community Service questions, etc. The tenants should bring in their Community Service hours monthly to the Housing Authority in order for the Hall County Housing Authority to ensure compliance. The Hall County Housing Authority reserves the right to check on resident hours with the resident's volunteer site of choice at any time.

Together with the resident advisory councils, the Hall County Housing Authority may offer volunteer opportunities. Community Service hours could be offered when residents participate in council meetings, organize and facilitate hall activities and dinners, help set up, decorate, clean up, and take down resident events. These hours will be provided and accepted at the discretion of the Housing Authority.

## **15.5 THE PROCESS**

At the tenant's admission meeting and each annual reexamination thereafter, as determined necessary by HCHA, the following will be performed:

- A. Inform and explain the Community Service Requirement to the family members.
- B. Provide a list of Community Service options to the family members.
- C. Discuss how to obtain suitable Community Service positions.
- D. Provide a Community Service Verification form for the tenants' Community Service supervisor to fill out and sign. It is the residents' responsibility to hand in their hours to the Housing Authority.

- E. A compliance review of the Community Service Requirement will be done prior to the family's next lease recertification. All non-exempt family members will sign an Annual Renewal form. Noncompliant residents must commit to making up missing hours from the past year, while maintaining the 8 hours per month requirement the following year.

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

The Hall County Housing Authority will notify any family member found to be in noncompliance before their recertification, of the following (Notice PIH-2009-48):

- A. The family member(s) has been determined to be in noncompliance with the Community Service Requirement (late, behind or missing Community Service hours for previous months);
- B. That the determination is subject to the grievance procedure;
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated; and
- D. That unless the agreement is complied with, the lease will not be renewed the following year.

#### **15.7 OPPORTUNITY FOR CURE**

The Hall County Housing Authority will offer the family member(s) the opportunity to enter into a Community Service agreement if found noncompliant with the Community Service Requirement at recertification. The agreement shall state the family member(s) agrees to enter into an economic self-sufficiency program or agrees to perform Community Service for as many hours as needed to comply with the requirement over the past 12-month period.

Once non-compliance of a family member is discovered, the family member and the head of household must sign forms to ensure the missing hours are made-up. This ensures the head of household is aware of the requirement and the family members' non-compliance. In the event these hours do not get made up in the next 12 months, lease termination will take place for the entire family. The cure shall occur over the 12-month period beginning with the date on the agreement. The resident shall, at the same time stay current with that year's Community Service Requirement. The first hours a noncompliant resident earns goes toward the current month's commitment, any additional hours earned are then credited toward the missing hours from the previous months.

A staff member will assist the family member in identifying volunteer opportunities and will track compliance. While in agreement to make-up for past hours, it is essential the



resident family members work closely with the Hall County Housing Authority.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic Self-Sufficiency Program, or falls behind in their obligation under the agreement to perform Community Service, the Hall County Housing Authority shall take action to terminate the lease.

## **15.8 COMMUNITY SERVICE STATUS CHANGE**

Residents who move from “exempt” status to “non-exempt” will begin “non-exempt” status starting the first full month upon the event resulting in the change of status. The Hall County Housing Authority will utilize this date when determining Community Service hours owed and not the reporting date. It is the resident’s responsibility to report a status change to the Housing Authority and provide needed documentation. Resident families who do not provide needed documentation to the Housing Authority may be found in non-compliance for non-cooperation.

Residents moving from “non-exempt” status to “exempt” status shall be subject to Section 15.2 in regard to the extent their community service hours currently owed may be forgiven.

## **15.9 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the Community Service Requirement, the Hall County Housing Authority may not substitute Community Service or Self-Sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

## **16.0 PARKING**

### **16.1 ELDERLY / DISABLED APARTMENTS**

Every resident at Golden Age Village (Rainbow Terrace, Pletcher Terrace, Golden Towers, Centennial Towers) must abide by the parking rules and regulations as set forth in this section.

Households may park one vehicle in the lots surrounding the complex (this includes street parking near Pletcher Terrace). Second vehicles and overnight guests are required to park in the overflow lot located north of the Administration Building. The lot to the south of the Administration Building is for HCHA business parking only. There are no assigned resident spaces and residents may park in any lot on the complex provided additional vehicles are parked in the specified HCHA overflow lot. HCHA may grant exceptions to the one vehicle per household rule if it is felt by the Hall County Housing Authority that two vehicles are necessary to the family. An example may be a household who has two family members that both work every day.

All vehicles in the main lots or the overflow lot must be properly plated and in working condition. Written permission must be obtained from the Administrative Office to park plated and operable campers, RV's, trailers or non-motorized vehicles. Any violator of this code will be notified and given an opportunity to move the vehicle. If the vehicle is not moved within the allotted time, the vehicle will be towed. If the owner cannot be identify or located, the vehicle will be towed within 48 hours after a notice has been posted on the vehicle.

All residents will be required to register vehicles with HCHA and will be asked to provide identifying information about their vehicle(s). This information should include the Model and year of the vehicle, as well as the license plate number. Any tenant who does not supply this information may have their vehicle towed and may be evicted for non-compliance. It is the resident responsibility to keep HCHA informed of any changes in vehicle status or ownership.

No parking or driving is allowed on the grass surrounding the buildings. No parking is allowed in marked handicapped spaces unless a handicapped permit, as assigned by the city of Grand Island or State of Nebraska, is displayed in the vehicle.

No inoperative vehicles may be parked on HCHA property at any time. 48 hours will be granted after a warning sticker has been affixed to the windshield informing the owner that the vehicle needs repaired. If the vehicle is not operable within 48 hours, it may be towed unless specifically stated otherwise.

Residents are not permitted to repair vehicles on HCHA property. This includes but is not limited to oil changes and/or transmission fluid changes, engine, brakes or air conditioners repair. Minor repairs, such as tire, battery, or light replacements will be allowed.

Vehicles not in compliance with this policy may be towed at the owner's expense.

## **16.2 WESTERN / ORLEANS FAMILY APARTMENTS**

The Hall County Housing Authority has assigned and numbered one (1) parking stall for each apartment. These numbered spaces are mandatory and may not be changed. No car will be permitted to park at any time in any numbered stall that is not registered to the lessee of the apartment to which that parking space is assigned. Each car must have a parking permit properly affixed to the lower right corner of the windshield.

After furnishing proof of ownership, one parking sticker will be issued for each car of each adult on the lease and will be issued by HCHA at the Administrative Office during normal business hours. It is the sole responsibility of each resident to obtain the parking permit.

Upon proper verification of need, any resident can obtain a temporary parking permit for an alternative vehicle at the HCHA office. Resident families who have more than one

vehicle may park only one (1) of their vehicles in the resident parking area (the interior curb that surrounds the building). All other vehicles owned by a resident family must be parked in the visitor parking space (all spaces which are not designated for assigned parking are visitor parking).

No vehicle may occupy two or more parking spaces at one time. No vehicle may be parked in a designated parking space in such a way that parking in an adjacent parking space is made difficult.

All visitors must park in the visitor parking area at all times.

Any identified handicapped car with a properly displayed handicapped permit may use any handicapped designated space.

There is no parking or driving allowed on the grass surrounding the buildings or in the field east of the Western Apartments.

No inoperative vehicles may be parked on HCHA property at any time. 48 hours will be granted after a warning sticker has been affixed to the windshield to have a vehicle repaired. If the vehicle is still inoperative after 48 hours, the vehicle may be towed at the owner's expense.

Residents are not permitted to repair vehicles on HCHA property. This includes but is not limited to oil changes and/or transmission fluid changes, engine, brakes or air conditioners repair. Minor repairs, such as tire, battery, or light replacements will be allowed.

Vehicles not in compliance with this policy may be towed at the owner's expense.

### **16.3 ALL OTHER FAMILY UNITS**

Residents may park in lots associated with the property they are renting. Thus, they may park in their driveway or in front of their residence. However, residents may not park in a neighbor's driveway or in front of a neighbor's residence without permission.

There is no parking or driving allowed on the grass surrounding the buildings or in any vacant lots that may be near a residents dwelling.

All vehicles must be properly plated and operable. HCHA may tow any vehicles that do not meet this description.

Residents are not permitted to repair vehicles on HCHA property. This includes but is not limited to oil changes and/or transmission fluid changes, engine, brakes or air conditioners repair. Minor repairs, such as tire, battery, or light replacements will be allowed.

Vehicles not in compliance with this policy may be towed at the owner's expense.

## **17.0 RECERTIFICATIONS**

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

### **17.1 GENERAL**

The Hall County Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family may make a decision regarding which rent method they will choose. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a reasonable accommodation that they may contact staff to request an accommodation of their needs.

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

### **17.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will be a 14/30 day notice to cure and will advise the tenant of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Hall County Housing Authority taking eviction actions against the family.

### **17.3 FLAT RENTS**

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

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can

be deducted from income.

- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Hall County Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective, if applicable.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

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

The current flat rent schedule is as follows:

Pletcher Terrace –	Efficiency Apartments -	\$260.00 per month
	One Bedroom Apartments -	\$350.00 per month
	Two Bedroom Apartments -	\$430.00 per month
Centennial / Golden Towers -		\$335.00 per month
Rainbow Terrace -		\$405.00 per month
Two bedroom family apartments -		\$455.00 per month

Three bedroom family units -

\$605.00 per month

#### **17.4 THE INCOME METHOD**

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

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

The total tenant payment is equal to the highest of:

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

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00, but never more than the flat rent (if this rent is chosen).

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

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

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

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

#### **17.6 INTERIM REEXAMINATIONS**

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

Families are required to report the following changes to the Hall County Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within fourteen (14) calendar days of their occurrence.

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

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

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

In all cases HCHA will verify any and all factors relevant to making this determination. Verification procedures will follow those outlined in Section 12.

- D. All changes in income must be reported. HCHA staff will not issue a rent adjustment for changes less than \$400 dollars annually. All increase and requested decreases greater than \$400 dollars annually will result in a rent adjustment (except changes resulting from Section 15.6 Part D).
- E. Families are not required to report annual adjustments made by the Social Security Administration.

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

The effective date of the new rent will be in accordance with paragraph below (Section 17.8).

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

### ***17.7 SPECIAL REEXAMINATIONS***

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Hall County Housing Authority may schedule special reexaminations every ninety (90) days until the income stabilizes and an annual income can be determined.

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

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective with at least 30 days notice given to the family. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

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

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

In all cases, changes will be made following the verification procedures as outlined in Section 12. Once verifications have been received, changes will be made as explained above.

## ***18.0 UNIT TRANSFERS***

### ***CATEGORIES OF TRANSFERS***

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

Category 2: Reasonable Accommodation Transfers. These transfers are necessary in



order to permit a family needing accessibility features to move to a unit with such a feature(s) or to a unit that meets their needs based upon a disability or medical need.

Category 3: Demolition, Disposition, Revitalization or Rehabilitation Transfers. These transfers permit HCHA to demolish, sell or to do major modernization work in a building or apartment. Generally these transfers will be temporary in nature.

Category 4 (a): Occupancy Transfers (to a Public Housing Unit). These transfers are made to offer incentives to families willing to help meet certain Hall County Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family.

Category 4 (b): Occupancy Transfers (to a Section 8 Unit). In cases when proper bedroom sizes are not available through the Public Housing Program, a Section 8 Voucher will be issued to the transfer eligible family. Families must meet Section 8 eligibility requirements. Because families affected by this clause will generally be “hard to house”, their success rate in finding a home will be understandably limited. With that in mind, the following steps and additional opportunities will be provided to these families:

- HCHA will offer a voucher to families who are eligible and are no longer properly housed in Public Housing (and proper housing is not available)
- The family will be given standard timeframes to find housing
- If housing is not found in the allotted timeframes, HCHA will provide the family up to one full year, from the time the voucher was issued, to find suitable housing, even after the original voucher has expired. If suitable housing is found within that timeframe and the family is still eligible for the voucher, a new voucher will be issued allowing the family to move to the suitable location.
- Due to the timeframes involved, HCHA may make special accommodations for the family to allow them to move in a timely manner (as to not miss out on the opportunity to secure the housing). These special accommodations will be at the discretion of the HCHA Executive Director.
- If the family fails to find suitable housing in the one year timeframe, their lease will be terminated at their lease end and they will need to move.

Note: HCHA may also utilize this procedure for special administrative issues as determined by the Executive Director.

Category 5: Administrative Transfer: These transfers are rare and would be initiated by HCHA. The Housing Authority would utilize this transfer to deal with a special administrative problem that could be best handled by a change in unit for a family.

All residents will be advised of their right to use of the Grievance Procedure when a requested transfer is denied or a transfer is mandated by the AMP Manager.

### **18.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To eliminate vacancy loss and other expense due to unnecessary transfers.
- F. To solve a management issue that is determined to be best handled by a change in unit.

### **18.2 GENERAL TRANSFER RULES**

1. Reassignment or transfers to other dwelling units will be made without regard to color, creed, national origin, race, religion or sex.
2. Category 1 Transfers will receive priority over all others. Category 2 Transfers will receive priority over all other transfers with the exception of Category 1. All other transfers will be ordered by date and time of transfer approval.
3. Transfers shall receive priority over new applicants.
4. AMP Managers may direct a transfer when it is determined necessary to ensure the peaceful enjoyment of a project by the other residents.
5. Notification of transfer will be made in writing at least thirty days prior to the required move. If a suitable unit is not available, the notice shall state "the transfer will be required when a suitable unit becomes available".

It should be noted that any family that is not in good standing with the Public Housing Program will not be afforded this procedure and if a change in unit is necessary, will not have their lease renewed.

### **18.3 DOCUMENTATION**

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

### **18.4 PROCESSING TRANSFERS**

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

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

- A. If the transfer is being made at the request of the Hall County Housing Authority and the family rejects two offers with or without good cause, the Hall County Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Hall County Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed HCHA occupancy standards.

Category 1 Transfers will not have an option to pass on an offered unit unless it can be proven that the unit being offered poses a health or safety risk to the family. Based on the nature of this transfer, HCHA may have limited options available for the family but will not have the luxury of time to wait for something more desirable to open up. In addition, these transfers will generally be of a temporary nature until the emergency can be abated or resolved at which time the family will be given the option to return to the home, in most cases. Category 1 transfers may make alternative temporary arrangements themselves if they so choose. In these cases, if HCHA has offered an acceptable alternative, HCHA will not pay for these alternate arrangements.

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

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

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.
- D. When the family declines acceptable alternative arrangements under Category 1 transfers and makes alternative arrangements on their own.

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

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When the transfer is necessitated by an approved reasonable accommodation for a person with disabilities provided the request does not result in a fundamental alteration in the nature of the program or cause an undue financial burden for the housing authority; or
- C. When action or inaction by the Hall County Housing Authority has caused the unit to be unsafe or inhabitable.

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

### **18.6 TENANTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Hall County Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection. Good standing will be defined as two or less 14 day notices within the past 12 months, none of which are currently active. This section does not pertain to category 1 or 2 transfers.

### **18.7 TRANSFER REQUESTS**

A tenant may request a transfer at any time by completing a request for transfer form or as a result of a reasonable accommodation request. In considering the request, the Hall County Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Hall County Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within fourteen (14) business days of receipt of the request to schedule a meeting.

The Hall County Housing Authority will grant or deny the transfer request in writing within fourteen (14) business days of receiving the request or holding the meeting, whichever is later. HCHA will not be bound by the 14-day timeline in circumstances beyond its control. For example, delays from 3<sup>rd</sup> party sources when additional information is sought.

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

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

### **18.8 RIGHT OF THE HALL COUNTY HOUSING AUTHORITY IN TRANSFER POLICY**

The provisions listed in the transfer policy and above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy

will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

## **19.0 INSPECTIONS**

An authorized representative of the Hall County Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all the equipment that will be provided, and the statement will be signed by both parties with a copy retained in the Hall County Housing Authority file and a copy given to the family member, if requested. An authorized Hall County Housing Authority representative will inspect the premises at the time the resident vacates with charges for damage being determined by reviewing the initial inspection and the vacate inspection, less normal wear and tear. The resident's security deposit can be used to offset or help offset against any Hall County Housing Authority damages to the unit.

HCHA retains the right to inspect periodically during occupancy for any of the following inspection types:

### ***19.1 MOVE-IN INSPECTIONS***

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

### ***19.2 ANNUAL INSPECTIONS***

The Hall County Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Department of Housing & Urban Development's UPCS standards as well as HCHA standards as outlined in the tenant lease. Work orders will be submitted and completed to correct any deficiencies.

### ***19.3 PREVENTATIVE MAINTENANCE INSPECTIONS***

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

### ***19.4 SPECIAL INSPECTIONS***

A special inspection may be scheduled due to an "Incident Report" or a complaint being filed with the office. An incident report may be generated by maintenance, staff,

neighbors, police, community agencies, or the public in general. It is the responsibility of HCHA to take every "Incident Report" very seriously. Reports will be considered factual (unless there is evidence to support the contrary) and followed up in an appropriate manner. A special inspection may also be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Hall County Housing Authority.

#### **19.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual reexamination, or at other times as necessary, the Hall County Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. HCHA will post the housekeeping schedule of each housing development. Preventative pest control will also be done during these inspections (see Integrated Pest Control Management Policy).

#### **19.6 NOTICE OF INSPECTION**

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

#### **19.7 EMERGENCY INSPECTIONS**

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

#### **19.8 PRE-VACATE INSPECTIONS**

When a tenant gives notice that they intend to move, the Hall County Housing Authority will offer to schedule a pre-vacate inspection with the family. The inspection allows the Hall County Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Hall County Housing Authority to ready units more quickly for the future occupants.

#### **19.9 MOVE-OUT INSPECTIONS**

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

#### **19.10 VERIFICATION OF OCCUPANCY INSPECTIONS**

Tenants who have given notice or who have received notice to vacate by a certain date and time will be subject to a verification of occupancy inspection. This inspection will only entail gathering enough information to determine if the tenant has vacated the premises. It may also be important to determine if windows have been left open in the winter, food has been left out to spoil etc. Thus, health and safety risks are associated with this inspection and thereby generally no notice is given.

## **20.0 PET POLICY**

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), HCHA hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in HCHA owned properties.

A common household pet, for the purposes of HCHA's public housing program is defined as: *a domesticated animal, such as a dog, cat, bird, or fish* that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include livestock, reptiles, birds of prey, arachnids, insects or exotic animals.

Residents may own only one pet with the exception of two birds or two fish. Residents cannot own two different kinds of animals (i.e. one bird and one fish).

Household pets are not allowed in specified excluded facilities due to the nature and structure of the buildings.

In exchange for the right to own a pet, residents assume full responsibility and liability for their pet and agree to hold the Hall County Housing Authority harmless from any claims caused by an action or inaction of a pet.

### **20.1 EXCLUSIONS**

This policy does not apply to companion or service animals which are determined necessary to assist persons with disabilities. Assistive animals are allowed in all public housing facilities, please refer to Section 21.0 for regulations governing these animals. HCHA will grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are a person with disabilities and requests a service or companion animal with necessary supporting information.
- The animal actually assists the person with a disability.

### **20.2 COMPANION / SERVICE ANIMALS**

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a

reasonable accommodation. (See HCHA, Exhibit “1”).

HCHA will require verification that the applicant or resident is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit “3”)

Upon receipt of verifications, HCHA will approve the animal.

Residents requiring more than one "companion or service animal" must request this by completing HCHA’s reasonable accommodation process. Additional documentation will be necessary, specifically a statement from a medical professional that two separate “service or companion animals” are necessary to meet accessibility needs (i.e. an explanation as to why one “companion or service animal” is not adequate to meet the needs of the person with disabilities).

### ***20.3 HCHA RULES FOR PETS IN PUBLIC HOUSING BUILDINGS***

In accordance with 24 CFR 960.707, HCHA hereby sets forth the following rules for pet ownership in its public housing units:

#### **REGISTRATION**

1. Residents must request and receive written formal approval from HCHA prior to bringing the common household pet, (hereinafter referred to as “pet”) on the premises. The pet request shall be made on the standard form “Pet Occupancy Request/Registration Form” (HCHA Exhibit “2”).
2. Registration of the pet shall include a photograph being taken by the Housing Authority and retained in tenant file. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident’s dwelling unit.
3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum, will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet (see Exhibit “2”).
5. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.

#### **DOGS**

1. If the pet is a dog, it shall not weigh more than 20 pounds (fully grown) and stand no more than 15 inches in height from the front shoulder of the animal.



2. Doghouses located outside any dwelling unit are prohibited.

### CATS

1. The weight of a cat cannot exceed fifteen (15) pounds (fully-grown). Cats must also be declawed at the front paws prior to residing on HCHA property. Kittens must be declawed by three (3) months of age. Evidence of declawing must be provided to HCHA from a licensed veterinarian and/or staff of the Humane Society.
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

### DOG/CAT—SPAYING & NEUTERING

If the pet is a dog or cat, it must be spayed/neutered prior to residing on HCHA property or by three (3) months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on applicable HCHA form (Exhibit “3”).

### FISH

If the pet is fish, the aquarium must be ten gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl.

### BIRDS

Parakeets/Budgies, Cockatiels, Finches and Canaries, Lovebirds, and African Greys are approved species of Birds. All other species will be approved on a case-by-case basis according to factors such as noise, size and other management determinations. Birds of flight are to remain in cages at all times unless the wings have been recently clipped. Clipped wings will grow back in a relatively short period of time. It is the owners responsibility to regularly clip the birds wings if it is being let out of the bird cage. Cages shall be cleaned regularly.

### INOCULATIONS/VACCINATIONS

If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the Housing Authority with

evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill or on the applicable HCHA form (Exhibit "3").

### LICENSING

1. Licensing of all dogs and cats shall be required prior to residing on HCHA property in accordance with applicable State and local law on an annual basis. The applicable pet must always wear a license with owner's name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all pets, HCHA will require its residents to comply upon appropriate notice.

### SANITARY CONDITIONS

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste.

These rules are as follows:

- Resident shall be responsible for **immediately** disposing of all animal waste excreted inside the development building or on the development grounds.
- Bird cages and surrounding area shall be cleaned regularly removing waste, excess food and any other items that may be a health hazard or attract insects.
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a one hour labor charge per incident.
- Each time a pet owner fails to remove pet waste in accordance with this rule, a one hour labor charge will be levied to the resident's account. HCHA will terminate the resident lease for repeated violations after two violations of this type.
- Conditions outlined in Cats bullet #2, above, pertaining to cat waste shall also prevail.

### GENERAL PROVISIONS

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by HCHA for **extermination of fleas, ticks, and other animal related pests**, will be charged to the resident.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more

and therefore disturbs any person at any time of the day or night. The Housing Authority will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
5. Pets may not be bred or used for any commercial purposes on HCHA property.
6. **Pet bedding shall not be washed in any common laundry facilities.**

#### CONTROL OF THE ANIMAL

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash **no longer than six (6') feet** and kept off lawns designated to other residents.
2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. HCHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on HCHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee equal to one hour labor. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.
4. Pets located in buildings without an immediate exterior exit must carry or have its pet caged when leaving the building and until the exterior is reached.

#### UNATTENDED PETS

Pet(s) may not be left unattended for more than twenty four (24) consecutive hours. If it is reported to HCHA staff that a pet has been left unattended for more than a twenty four (24) hour period, HCHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

### PROHIBITED PETS

1. HCHA will forbid the following kinds of animals from being kept as pets on any of its properties: Pitbull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for “cockfighting”, etc.).
2. All pets that are not considered common household pets by management including livestock, reptiles, birds of prey, arachnids, insects or exotic animals.

### PET POLICY VIOLATION PROCEDURES

HCHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. HCHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

### NOTICE OF PET POLICY VIOLATION

If HCHA determines that a pet owner has violated a rule governing the owning or keeping of pets:

- HCHA may serve a written notice of Pet Policy violation on the pet owner in accordance with Section 17 (m) and Section 27 of the dwelling lease. The notice of pet rule violation must:
  1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
  2. State that the pet owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a grievance hearing;
  3. State that the pet owner’s failure to correct the violation, to request a grievance hearing, or to appear at a requested grievance hearing may result in initiation of procedures to terminate the pet owner’s tenancy.
- If the violation is determined to be of a critical or emergency nature, HCHA may act upon the violation in a manner appropriate for the circumstance as determined by HCHA Management.

### NOTICE FOR PET REMOVAL

If the pet owner and HCHA are unable to resolve the Pet Policy violation or if a representative of HCHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the Housing Authority may serve a written notice on the pet

owner in accordance with Section 17(m) of the Dwelling Lease, if appropriate, requiring the pet owner to remove the pet or terminating the owner lease depending upon the seriousness of the violation. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within five (5) days of the effective date of service of the notice of pet removal; and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

HCHA reserves the right to remove the animal immediately if it is determined to be an immediate health or safety risk to other residents or staff.

*INITIATION OF PROCEDURES TO REMOVE A PET OR TERMINATE THE PET OWNER'S TENANCY*

HCHA will initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, if:

1. The pet owner violates the pet policy after receiving legal notice to cure the violation;
2. The pet owner does not cooperate with HCHA
3. The owner refuses to remove a pet that has been determined problematic or dangerous
4. The Pet Policy violation is of a serious nature and is determined to be sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations (such as the pet bites another resident or staff member).

HCHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

**20.4 SCHEDULE OF PET DEPOSITS**

<i>DEPOSIT SCHEDULE</i>	
<u>Pet Type</u>	<u>Required Deposit</u>
Dogs	\$300.00
Cats	\$300.00
Fish Aquarium	\$50.00
Fish Bowl	\$0.00
Birds	\$50.00

The entire annual fee and deposit (subject to the exception listed below) must be paid prior to the execution of the Pet Policy Addendum. No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

The deposit made shall be utilized to offset damages caused by the pet and/or tenant not discovered during residency. Damages discovered during residency will be billed as discovered. Any balance from the deposit, after charges are assessed, will be refunded to the tenant.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If HCHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair or remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by management's decision as to what is necessary.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (m) of the lease and the HCHA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident pet owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

## **20.5 PROHIBITED PET DEVELOPMENTS**

HCHA will prohibit all pets, except birds, fish and companion or service animals as provided herein, at the following HCHA owned properties:

Centennial Towers  
Golden Towers

Residents found to have unauthorized pets at any of these locations will be considered in default of their lease agreement. HCHA will commence procedures mentioned herein to remove the pet from the premises or terminate the resident's tenancy.

## **21.0 COMPANION & SERVICE ANIMAL POLICY**

A "companion or service animal" is an animal that works, provides assistance or performs tasks for the benefit of a person with a disability. These animals may also provide emotional support to persons with disabilities who have a disability related need for such support.

The need for a companion or service animal has to be directly related to a disability, and the services performed by the animal must alleviate one or more identified symptom of that person's disability.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation. (See HCHA, Exhibit "1").

HCHA will require verification that the applicant or resident is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit "3")

Upon receipt of verifications, HCHA will determine approval of the reasonable accommodation request.

Residents requiring more than one "companion or service animal" must request this by completing HCHA's reasonable accommodation process. Additional documentation will be necessary, specifically a statement from a medical professional that two separate "companion or service animals" are necessary to meet accessibility needs. HCHA reserves the right to determine why the first "companion or service animal" does not meet the needs of the person with disabilities.

## **21.1 HCHA RULES FOR COMPANION & SERVICE ANIMALS**

### **REGISTRATION**

1. Residents must request and receive approval for a reasonable accommodation prior to bringing the "companion or service animal" on the premises. A "Service Animal Information Form" shall be also be filled out when a service animal has been approved for residency (Exhibit "4").
2. Registration of the companion or service animal shall include a photograph being taken by the Housing Authority and retained in the tenant file. The photograph will be utilized to confirm identity of the pet in case of emergency.
3. Residents registering "companion or service animals" that are not fully-grown at the execution of the initial Pet Addendum, will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. The name, address, and phone number of one or more responsible parties who will care for the companion or service animal if the resident dies, is incapacitated, or the companion or service animal is otherwise left unattended for an extended period of time. This information must be provided at the time of registration.
5. All "companion and service animals" must be licensed and registered prior to residency at HCHA

### **COMPANION OR SERVICE DOG/CAT—SPAYING & NEUTERING**

If the "companion or service animal" is a dog or cat, it must be spayed/neutered prior to residing on HCHA property or by three months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on applicable HCHA form (Exhibit "3").

### OTHER COMPANION OR SERVICE ANIMALS

Other companion or service animals will be allowed on a case-by-case basis. HCHA will require an explanation from a medical professional for any companion animal requested that is not found in the standard HCHA Pet Policy. The explanation should state why the skills of a cat, dog, bird or fish would not meet the residents' needs.

### INOCULATIONS/VACCINATIONS

If the companion or service animal is a cat or dog, it must have received rabies inoculations or boosters, as applicable. The resident shall provide the Housing Authority with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill or on the applicable HCHA form (Exhibit "3").

### LICENSING

1. Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The applicable service or companion animal must always wear a license with owner's name, address and telephone number.
2. In the event that applicable State or local law changes with reference to licensing of any and all service or companion animals, HCHA will require its residents to comply upon appropriate notice.

### SANITARY CONDITIONS

The "companion and service animal" rules shall prescribe sanitary standards to govern the disposal of waste.

These rules are as follows:

- Resident shall be responsible for **immediately** disposing of all animal waste excreted inside the development building or on the development grounds.
- Bird cages and surrounding area shall be cleaned regularly removing waste, excess food and any other items that may be a health hazard or attract insects.
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a one hour labor charge per incident.
- Each time a "companion or service animal" owner fails to remove animal waste in accordance with this rule, a one hour labor charge will be levied to the resident's account. HCHA will terminate the resident lease for repeated violations after two violations of this type.
- The resident must provide waterproof and leak proof litter boxes for cat waste,



which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

#### GENERAL PROVISIONS

1. All “companion and service animals” must be housed within the unit and no facilities can be constructed outside of the unit for any animal.
2. Costs incurred by HCHA for **extermination of fleas, ticks, and other animal related pests**, will be charged to the resident.
3. Companion or Service animals shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any “companion or service animals” that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night unless the disturbance is related to the service or companion animals training and/or function. The Housing Authority will ask for removal of the companion or service animal if it disturbs other residents. The resident will be given one week to make other arrangements for the care of the animal or the dwelling lease will be terminated.
4. Companion or service animals must be maintained responsibly and in accordance with the ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations.
5. Companion or service animals may not be bred or used for any commercial purposes on HCHA property.

#### CONTROL OF THE COMPANION OR SERVICE ANIMAL

1. “Companion and service animals” shall not be permitted to be loose and if the “companion or service” animal is taken outside it must be taken outside on a leash **no longer than six (6’) feet** and kept off lawns designated to other residents.
2. All “companion and service animals” must be under the control of an adult leaseholder. An unleashed animal, or one tied to a fixed object, is not under the control of an adult. HCHA staff will contact the local Humane Society in the event an animal is found to be unleashed, or leashed and unattended, on HCHA property. It shall be the responsibility of the resident to reclaim the animal and at the expense of the resident.
3. The resident “companion or service animal” owner shall have the animal restrained so that maintenance can be performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall

have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee equal to one hour labor. If the situation again occurs, the animal shall be removed from the premises. Animals that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident owner to reclaim the animal at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

4. Companion or service animals which weigh less than 20 pounds located in buildings without an immediate exterior exit must carry or have its animal caged when leaving the building and until the exterior is reached unless a reasonable accommodation is requested.

#### UNATTENDED ANIMALS

Companion or service animals may not be left unattended for more than twenty four (24) consecutive hours. If it is reported to HCHA staff that an animal has been left unattended for more than a twenty four (24) hour period, HCHA staff may enter the unit and remove the animal and transfer the animal to the humane society. Any expense to remove and reclaim the animal from any facility will be the responsibility of the resident.

#### COMPANION AND SERVICE ANIMAL VIOLATION PROCEDURES

HCHA reserves the right to require residents to remove any “companion or service animal” from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. HCHA reserves the right to remove such a “companion or service animal” in the event that the owner does not or cannot remove the animal.

#### NOTICE OF COMPANION AND SERVICE ANIMAL POLICY VIOLATION

If HCHA determines that a “companion or service animal” owner has violated a rule governing the owning or keeping of these animals:

- HCHA may serve a written notice of Companion & Service Animal Policy violation on the pet owner in accordance with Section 17 (s) and Section 27 of the dwelling lease. The notice of Companion & Service Animal Policy violation must contain the following:
  1. A brief statement of the factual basis for the determination and the Companion & Service Animal Policy rule or rules alleged to be violated;
  2. State that the “companion or service animal” owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for grievance hearing (request do not have to be in writing if a reasonable

- accommodation is requested and approved);
3. State that the “companion or service animal” owner’s failure to correct the violation, to request a grievance hearing, or to appear at a requested grievance hearing may result in initiation of procedures to terminate the “companion and service animal” owner’s tenancy.
- If the violation is determined to be of a critical or emergency nature, HCHA may act upon the violation in a manner appropriate for the circumstance as determined by HCHA Management.

#### NOTICE FOR ANIMAL REMOVAL

If the owner of the “companion or service animal” and HCHA are unable to resolve the policy violation or if a representative of HCHA staff determines that the animal owner has failed to correct the policy violation within any additional time provided herein, the Housing Authority may serve a written notice on the “companion or service animal” owner in accordance with the applicable section of the Dwelling Lease, if appropriate, requiring the owner to remove the animal. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Companion & Service Animal Policy or rules that have been violated;
2. State that the animal owner must remove the companion or service animal within five (5) days of the effective date of service of the notice of animal removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the animal may result in initiation of procedures to terminate the animal owner’s tenancy.

HCHA reserves the right to remove the animal immediately if it is determined to be an immediate health or safety risk to other residents or staff.

#### INITIATION OF PROCEDURES TO REMOVE A ANIMAL OR TERMINATE THE COMPANION OR SERVICE ANIMAL OWNER’S TENANCY

HCHA will initiate procedures to terminate a service or companion animal owner’s tenancy based on a Companion or Service Animal Policy violation if:

1. The “companion or service animal” owner violates the Companion & Service Animal Policy after receiving legal notice to cure the violation;
2. The “companion or service animal” owner does not cooperate with HCHA
3. The owner refuses to remove an animal that has been determined problematic or dangerous
4. The “companion or service animal” violation is of a serious nature and is determined to be sufficient to begin procedures to terminate the animal owner’s tenancy under the terms of the lease and applicable regulations (such as the animal bites another resident or staff member).

HCHA may initiate procedures to remove an animal under 24 CFR 5.327 (threat to health and

safety) at any time, in accordance with the provisions of applicable State or local law.

HCHA may initiate procedures to remove an animal under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

It shall be a serious violation of the lease for any resident to have a service or companion animal without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (s) of the lease and the HCHA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident service or companion animal owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

## **22.0 REPAYMENT AGREEMENTS**

When a resident owes the Hall County Housing Authority and is unable to pay the balance by the due date, the resident may request that the Hall County Housing Authority allow them to enter into a Repayment Agreement. The Hall County Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months unless excessive charges are applicable. Repayment Agreements with respect to monthly rent shall not exceed six (6) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures. No new repayment agreement will be made with a tenant while another repayment agreement is in progress. HCHA does reserves the right to modify the original agreement.

HCHA will execute a repayment agreement to any tenant that meets the hardship requirements under the minimum rent policy.

A tenant that does not meet the conditions of the repayment agreement will be considered delinquent and sent to the HCHA attorney for eviction proceedings. HCHA will not enter into more than three repayment agreements, three late rents or any combination totaling three in a one year period of time beginning January 1 – December 31.

## **23.0 TERMINATION**

### **23.1 *TERMINATION BY TENANT***

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

## **23.2 TERMINATION BY THE HOUSING AUTHORITY**

The Hall County Housing Authority after the final rule is issued will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure (beginning 13 months after the Final Rule on Community Service is issued by HUD). If they do not voluntarily leave the property, eviction proceedings will begin.

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises.
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority. The 14 day total will be an accumulated amount for every guest of the tenant. Yearly totals will be recorded from a January to December calendar; and
- M. One Strike & You're Out Violation
- N. Failure to provide Social Security Numbers for anyone in the family

- O. **Terminated for Life:** Have a family member who has been convicted of manufacturing or producing methamphetamine (speed);
- P. **Terminated for Life:** Has a lifetime registration under a State sex offender registration program;
- Q. **Terminated for Life:** Have engaged in or threatened abusive or violent behavior towards any Hall County Housing Authority staff;
- R. Other good cause.

### 23.3 *SPECIAL PROVISION – FAMILY REUNIFICATION*

HCHA will make a reasonable attempt to keep families in housing when a family member is charged with a felony crime and the children are state wards. If there is a reasonable expectation that the children will be reunified with the parent(s) and the following circumstances exist, the Executive Director may delay or suspend termination under the “One Strike & You’re Out” Provision.

- A. The family must agree that the HCHA Social Worker be completely involved in all aspects of the case. The family must sign a release of information giving the HCHA Social Worker access to all involved parties including, but not limited to: Health and Human Services (HHS) caseworker, prosecutor, lawyer, police, foster parents, therapists, and additional family members.
- B. There must be a goal established with HHS for family reunification
- C. The family must be cooperative with all aspects of HHS’s reunification plan (i.e. visitation, treatment, classes, employment, housing, etc)
- D. The family must make all attempts to attend court hearings and appointments with HHS caseworker. If appointments are missed, communication must be made by the family to the appropriate support worker.
- E. The family must continue to abide by all lease terms and HCHA policies.
- F. The felony charge against the family member must be dismissed, found innocent or pled down to a misdemeanor for the family to remain in HCHA housing.
- G. Family reunification must happen in a timely manner. If children are not returned to the household within 9 months of being removed and the family is abiding by all of the other guidelines, the adult family member(s) will be transferred to a one bedroom until there is a confirmed timeline of the reunification.

Failure of the family to comply with any or all of the above guidelines will result in HCHA pursuing eviction.

#### **23.4 ABSENT FROM UNIT**

Tenants who will be absent from their unit for longer than two weeks will need to inform the Hall County Housing Authority of their absence. HCHA will allow extended absences for a period of time no longer than six months provided rent is being paid. Any tenant who is absent from their apartment longer than six months will have to forfeit their apartment and reapply, if desired. HCHA may grant exceptions to this rule for a period not longer than three months for reasonable accommodations only. For safety reasons, HCHA reserves the right to perform an inspection on any units whose occupants have been absent for a period of time longer than two weeks without contacting the resident. In such cases, a note with an explanation of the inspection will be left in the tenant's apartment.

#### **23.5 ABANDONMENT**

The Hall County Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

Tenants who abandon apartments within the first year of their lease will be held to that lease for rent collection purposes. HCHA will continue to charge the tenant for rent until such time that the apartment is re-rented or until their lease expires (whichever comes first). HCHA will make every effort to re-rent the apartment as quickly as possible.

When a unit has been abandoned, a Hall County Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Hall County Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

If the total value of the property is estimated at less than \$250.00, the Hall County Housing Authority will mail a notice of the sale or disposition to the resident and then wait 14 days for the resident to make arrangements to pick up his/her belongings.

If the estimated value of the property is more than \$250.00, the Hall County Housing Authority will mail a notice of the public sale to the resident and publicize the notice in the local paper. HCHA will then wait 14 days before public sale. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property. The tenant will be notified of their right to bid on their property at the sale. Storage costs, advertising, and the cost of sale will be deducted from the proceeds with the remaining balance turned over to the State Treasurer pursuant to the Uniform Disposition of Unclaimed Property Act. The tenant will also be notified to claim any remaining money from the Office of the State Treasurer as provided in the Act.

### **23.6 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Hall County Housing Authority will return the security deposit within 14 days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Hall County Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 14 days.

## **24.0 VIOLENCE AGAINST WOMEN ACT**

### **24.1 PURPOSE AND APPLICABILITY**

The purpose of the Hall County Housing Authority – Violence Against Women Act policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth HCHA’s (Hall County Housing Authority) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by HCHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

### **24.2 GOALS AND OBJECTIVES**

This Policy has the following principal goals and objectives:

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



## Other HCHA Policies and Procedures

This Policy shall be referenced in and attached to HCHA's Five-Year Public Housing Agency Plan and HCHA's Annual Agency Plan when/if applicable. This policy shall also be incorporated in and made a part of HCHA's Admissions and Continued Occupancy Policy as well as the HCHA Administrative Plan.

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

### 24.3 DEFINITIONS

As used in this Policy:

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

B. *Dating Violence* – means violence committed by a person—

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship.
  - (ii) The type of relationship.
  - (iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

- (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
  - (i) that person;
  - (ii) a member of the immediate family of that person; or
  - (iii) the spouse or intimate partner of that person;

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

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

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

#### **24.4 ADMISSIONS AND SCREENING**

*Non-Denial of Assistance* - HCHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

#### **24.5 TERMINATION OF TENANCY OR ASSISTANCE**

- A. *VAWA Protections* - Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by HCHA:
1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
  2. In addition to the foregoing, tenancy or assistance will not be terminated by HCHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
    - (a) Nothing contained in this paragraph shall limit any otherwise available authority of HCHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither HCHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
    - (b) Nothing contained in this paragraph shall be construed to limit the authority of HCHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or HCHA, as the case may be, can demonstrate an actual and imminent threat to other

tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

- (c) Nothing contained in this paragraph or policy shall be construed to limit the authority of HCHA or a Section 8 owner or manager to evict or terminate the assistance of the applicant or tenant who is the perpetrator of the violent act.

- B. *Removal of Perpetrator* - Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, HCHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by HCHA. Leases used for all public housing operated by HCHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by HCHA, shall contain provisions setting forth the substance of this paragraph.
- C. *Protections Limited* – The VAWA is designed to provide protections for victims of domestic violence and their families. However, these protections are limited to the specific incident(s) of violence. For example, perpetrators who have been banned and are allowed into the home of a victim by the victim, their families or guests are still subject to eviction under the “One strike You’re Out Policy”. The original incident would not provide protections for the violation that occurred at a later date despite their status as a domestic violence victim.

#### **24.6 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING**

- A. *Requirement for Verification.* The law allows, but does not require, HCHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., HCHA shall require verification in all cases where an individual claims protection against any action proposed to be taken by HCHA using the protections found in this policy as justification for that protection. Section 8 owners or managers receiving rental assistance administered by HCHA may elect to require verification, or not to require it as permitted under applicable law.

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

1. *HUD-approved form* - by providing to HCHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident(s) in question is a bona fide incident(s) of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident(s) in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
  2. *Other documentation* - by providing to HCHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident(s) of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
  3. *Police or court record* – by providing to HCHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident(s) in question.
- B. *Time requirements to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident(s) of actual or threatened domestic violence, dating violence or stalking, and who is requested by HCHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- C. *Waiver of verification requirement.* The Executive Director of HCHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## **24.7 CONFIDENTIALITY**

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to HCHA or to a Section 8 owner or manager in connection with a verification required under Section VII of this

policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

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

B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by HCHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

#### **24.8 TRANSFER TO NEW RESIDENCE**

A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, HCHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. This transfer may also occur between programs if deemed necessary by HCHA. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. *Action on applications.* HCHA will act upon such an application in an expedient and responsible fashion.

C. *No right to transfer.* HCHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in Section 24.8 Part E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of HCHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

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

E. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12

months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

#### **24.9 COURT ORDERS/FAMILY BREAK-UP**

- A. *Court orders.* It is HCHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by HCHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
- B. *Family break-up.* Other HCHA policies regarding family break-up are contained in HCHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

#### **24.10 RELATIONSHIPS WITH SERVICE PROVIDERS**

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

#### **24.11 NOTIFICATION**

HCHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

#### **24.12 RELATIONSHIP WITH OTHER APPLICABLE LAWS**

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

#### **24.13 AMENDMENT**

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

## GLOSSARY

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

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

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

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

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

**AMP:** An abbreviation for Asset Management Project. HCHA has two Asset Management Projects. AMP 1 consists of Rainbow Terrace, Centennial Towers, Golden Towers and Pletcher Terrace. AMP 2 consists of Western Apartments, Orleans Place, Shady Bend, Stolley Park and 20 Scattered Site homes.

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

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

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

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

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

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

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

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

**Auxiliary Aids:** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance.

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

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

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

**Co-head:** An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

**Computer Match:** The automated comparison of data bases containing records about individuals.

**Confirmatory Review:** An on-site review performed by HUD to verify the management performance of a PHA.

**Community Service:** The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.



**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

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

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

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

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

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

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

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

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

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

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

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

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities. Includes any work activities as defined in the Social Security Act (42 U.S.C. 607 (d)). Also see §5.603 (c).

**Elderly Family:** A family whose head, spouse, cohead, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

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

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

**Eligible Families:** Families who are eligible for residence in public housing assisted under the U.S. Housing Act of 1937. (*CFR 5.603*)

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

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

**Fair Market Rent:** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family:** Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

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

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

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

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

**Foster Child Care Payment:** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

**Gang:** A group of persons working to unlawful or antisocial ends as determined by law enforcement.

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

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

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

**Imputed Asset:** Asset disposed of for less than fair market value during two years preceding examination or reexamination.

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

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

**Income:** Income from all sources of each member of the household as determined in accordance with criteria established by HUD. (CFR 5.609)

**Income-Based Rent:** A tenant rent that is based on the family's income and the PHA's rent policies for determination of such rents.

**Income for Eligibility:** Annual income.

Income Information: Information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources.
- All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee' quarterly wages of the employee' and the name, full address, telephone number, and when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment
- Unearned IRS income and self-employment, wages and retirement income.
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

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

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

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

**Jurisdiction:** The area in which the PHA has authority under State and local law to administer the program. (CFR 982.4)

**Landlord:** Either the owner of the property or his or her representative or the managing agent or his representative.

**Lease:** A written agreement between an owner and an eligible family for the leasing of a housing unit.

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

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

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

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

**Minimum Rent:** An amount established by the PHA between zero and \$50.

**Minor:** A member of the family household other than the family head or spouse who is under 18 years of age.

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

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

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

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

**Over-Income Family:** A family or individual who is not a low-income family at the time of initial occupancy.

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

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

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

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

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

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

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Previously unemployed:** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

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

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

**Reasonable Accommodation:** A change, adaptation or modification to a policy, structure, program or service which will allow a qualified person with a disability to participate in a program or utilize a service. An accommodation is reasonable if it is determined to be related to the individual's disability, if it is determined that the change or modification will provide the desired effects in the most economical and efficient manner and if the request does not impose an undue financial hardship on the entity the request is being made to and does not require a fundamental alteration in the nature of the provider's operation.

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

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

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Secretary:** The Secretary of Housing and Urban Development.



**Security Deposit:** A dollar amount (maximum set according to State, Federal or local law) which can be used for unpaid rent or damages to the owner upon termination of the lease.

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

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

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

**Social Security Number (SSN):** The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3. because a family member has not complied with other welfare agency requirements.

**Spouse:** The marriage partner of the head of household.

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

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

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

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

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

**Total Tenant Payment (TTP):** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities. (CFR 5.613)

**Unit:** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from 0 bedrooms studio/efficiency) to 6 bedrooms.

**Up-Front Income Verification (UIV):** UIV is the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. (VG, p. 7)

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

**Veteran.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**Violence Against Women Reauthorization Act (VAWA) of 2005.** Prohibits denying admission to the project to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. (Pub.L. 109-162)

**Violent Criminal Activity.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

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

## ACRONYMS

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

# **HALL COUNTY HOUSING AUTHORITY**

## **HOUSING CHOICE VOUCHER**

### **ADMINISTRATIVE PLAN**

**APPROVED - 4/13/2000 - Resolution #291**  
**REVISED - 4/12/2001 - Resolution #305**  
**REVISED - 4/11/2002 - Resolution #316**  
**REVISED - 4/14/05 - Resolution #348**  
**MODIFICATION (NOT SIGNIFICANT) - 9/8/05**  
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**REVISED - 4/14/11 - Resolution #411**

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# **HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN**

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This Administrative Plan defines the Hall County Housing Authority's policies for the operation for the Housing Choice Voucher Program (Also called the Section 8 Program), incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

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

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

To further its commitment to full compliance with applicable Civil Rights laws, the Hall County Housing Authority will provide Federal/State/local information to applicants for and participants in the Housing Choice Voucher (HCV) Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Hall County Housing Authority office. Any advertisements issued by the Hall County Housing Authority will contain the appropriate Equal Opportunity language and logo.

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

## **2.0 REASONABLE ACCOMMODATION**

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

## **2.1 COMMUNICATION**

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

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

HCHA prefers that reasonable accommodation requests be made in writing for documentation purposes. However, due to the nature and purpose of making a reasonable accommodation, HCHA will not require that the requests be in writing. When requests are not made in writing, HCHA will immediately document the request on a reasonable accommodation form for the requestor. HCHA will indicate that staff filled the request out for the requestor. HCHA retains the right to require supporting documentation to confirm the need for the accommodation in writing. All decisions granting or denying requests will be in writing, unless a reasonable accommodation is requested in that regard.

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

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

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

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

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Hall County Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Hall County Housing Authority will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Hall County Housing Authority's business is housing. If the request would alter the fundamental business that the Hall County Housing Authority conducts, that would not be reasonable. For instance, the Hall County Housing Authority would deny a request to have the Hall County Housing Authority do grocery shopping for the person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Hall County Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

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

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

If the reasonable accommodation has to do with physical modifications to the dwelling unit, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have the ability to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

Approved administrative reasonable accommodation requests will be paid for by the housing authority. The Housing Authority reserves the right to request financial assistance from other entities to assist in the costs but in no case will any of these expenses be borne by the resident.

The housing authority will retain all requests for reasonable accommodation, successful and unsuccessful, for a period of five years. These documents will be retained for management review and for consistency purposes.

When determining reasonable accommodations, documentation received by the HCHA often contains private medical facts. This documentation will be destroyed when possible or in instances where parts of the documentation need to be retained, the private medical facts will be redacted.

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

All applicants that appear to be experiencing difficulties communicating in English will be asked if they need to communicate in a language other than English (including sign language or Braille). HCHA will utilize the “I Speak Card” to assist the applicant. HCHA will endeavor to have access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered:

- Spanish
- Sign (by appointment only)
- Arabic (by appointment only)
- Nuer (by appointment only)

### **4.0 FAMILY/OWNER OUTREACH**

The Hall County Housing Authority will publicize the availability and nature of the Housing Choice Voucher Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media and/or by other suitable means.

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

Upon request, the Hall County Housing Authority will provide informational packets for owners who participate in or who are seeking information about the Housing Choice Voucher Program. These packets are intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners’ responsibilities under the program.

The Hall County Housing Authority will encourage owners of suitable units located outside of low-income or minority concentration to participate in the Housing Choice Voucher Rental Assistance Program.

### **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The

*Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

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

The Hall County Housing Authority reserves the right to gather information beyond the scope of HUD Form 9886. Criminal history, landlord references and other information may be needed by the Hall County Housing Authority in determining suitability, eligibility, reason for transfer, etc. Because of this, the Hall County Housing Authority may ask applicants/participants to sign other informational releases in addition to HUD Form 9886. In all instances, the Hall County Housing Authority will uphold every individual's right to privacy and release information only when authorized to by the applicant/participant.

The Form HUD-92006 will be included in each application. HCHA will contact the individual or organization provided only for the use or uses indicated by the applicant or tenant on Form HUD-92006. The contact information will assist HCHA in providing the delivery of any services or special care to the tenant and assist in any tenancy issues arising from the term of tenancy of the tenant.

The Form HUD-52675 Debts Owed to Public Housing Agencies and Termination will be given at application. The form notifies applicants and participants that information regarding tenancy is maintained within HUD's Enterprise Income Verification EIV system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors.

## **6.0 REQUIRED POSTINGS**

The Hall County Housing Authority will post in its Administrative Office and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Housing Choice Voucher Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of the Hall County Housing Authority office, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures

- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

## **7.0 TAKING APPLICATIONS**

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

Hall County Housing Authority  
1834 West 7<sup>th</sup> Street  
Grand Island, NE 68803

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

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

Applications may be made in person at the Hall County Housing Authority – 1834 West 7<sup>th</sup> Street, Grand Island, NE 68803 during normal business hours. Applications may be filled out in the Administrative office, mailed to interested parties and will be taken on-line when available. All applications returned will be date stamped. Applications submitted on-line will be electronically date stamped. In the rare instance that a paper application and an electronic application have the same date and time, applications received in paper will be given priority over those received on-line.

The completed application will be dated and time stamped upon its return to the Hall County Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Hall County Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (308) 385-5664.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Hall County Housing Authority will make a preliminary determination of eligibility. The Hall County Housing Authority will

notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Hall County Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination. HCHA will offer and consider reasonable accommodations during any and all parts of this process.

The applicant may at any time report changes in their applicant status including changes in family composition, income or preference factors. These changes must be made in writing unless a reasonable accommodation has been approved. The Hall County Housing Authority will annotate the applicant's file and will update their place on the waiting list.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Hall County Housing Authority will ensure that verification of eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the HCV Program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to the HCV tenant-based assistance program:

1. Qualification as a family
2. The family has an income within the income limits.
3. The family meets citizenship/eligible immigrant criteria.
4. The family provides documentation of Social Security Numbers.
5. The family signs consent authorization documents.

In addition to the eligibility criteria, families must also meet the Hall County Housing Authority screening criteria in order to be admitted to the HCV Program.

### **8.2 ELIGIBILITY CRITERIA**

- A. Family status. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:



1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members for the purposes of determining bedroom size. The family does not however, receive the dependent allowance for the child or children while they are absent from the home.
    - i. Temporarily absent shall be defined as a period of time not to exceed six months. Any family member absent longer than 6 months will be considered permanently absent unless otherwise defined by the Department of Housing and Urban Development (HUD). Exceptions will be granted on a case by case basis.
  - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
  - c. Foster children are considered family members and will be counted for subsidy standards, given deductions for applicable child care, but will not qualify for a dependent allowance.
  - d. Parents who share or have joint custody of a child(ren) will need to provide documentation to HCHA that confirms their custodial rights. These rights need to exceed 50% of the child's(ren) time and will be used in determining bedroom size, allowances, etc. HCHA will not consider a child(ren) as part of the family unless parents can prove this majority. Proof may include but is not limited to court records and information received from other government agencies.
2. **An elderly family, which is:**
  - a. A family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
  - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family**, which is:
  - a. A family whose head, spouse, co-head or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

#### B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the HCV program, be a family that is:
  - a. An extremely low-income (30% of AMI) or a very low-income (50% of AMI) family;
  - b. A low-income family continuously assisted under the 1937 Housing Act;
  - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;

- e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;

Continually assisted shall be defined as a family already receiving assistance under any other 1937 Housing Act Program for a period of not less than one year.

1. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
2. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
3. Families who are moving into the Hall County Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they were initially assisted under the program.
4. Families who are moving into the Hall County Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Hall County Housing Authority program.
5. Income limit restrictions do not apply to families transferring units within the Hall County Housing Authority HCV Program.

C. Citizenship/Eligible Immigrant status

The Hall County Housing Authority will abide by Section 214 of the Housing and Community Development Act of 1980, as amended on Assistance to Noncitizens.

To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the

exception noted below.

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. These include:  
1) Continued Assistance, 2) Prorated Assistance (See Section 14.7(D) for calculating rents under the noncitizen rule) and 3) Temporary Deferral of Termination of Assistance.
3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

All assistance applicants and participants must disclose a complete and accurate social security number for each member of the household, including foster children, foster adults and live-in aides prior to admission.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the Hall County Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Hall County Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### 8.3 ***ELIGIBILITY OF STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION***

#### **A. Background**

- Congress has established restrictions on the eligibility of certain students (both part and full-time) who are enrolled in institutions of higher education.
- These restrictions apply to students applying for or receiving assistance for the HCV Program
- The law does not apply to students who reside with parents who are applying to receive HCV assistance. It is limited to students who are seeking assistance on their own, separately from their parents.

#### **B. Restrictions on Assistance**

The restriction on Section 8 assistance only applies to individuals who meet the following:

- a. Are enrolled at an institution of higher education;
- b. Are under the age of 24;
- c. Are not veterans;
- d. Are not married;
- e. Do not have a dependent child; and
- b. Are not persons with disabilities, as defined below, who were receiving HCV assistance as of November 30, 2005.

Students meeting these criteria are subject to a two-part income eligibility test. Both the student and the student's parents (the parents individually or jointly) must be income eligible in order for the student to be eligible to receive HCV assistance.

If, however, a student meeting these criteria is determined to be independent from his/her parents in accordance with PHA policy, the PHA does not need to consider the income of the student's parents in determining the student's eligibility.

#### **C. Definitions**

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

**Independent student** (Department of Education definition) an independent student is required to meet one or more of the following criteria:

- a. Be at least 24 years old by December 31 of the award year for which aid is sought;
- b. Be an orphan or a ward of the court through the age of 18;
- c. Be a veteran of the U.S. Armed Forces;
- d. Have legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);
- e. Be a graduate or professional student; or
- f. Be married.

**Institution of Higher Education** shall have the meaning given this term in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002 (See FR 4/10/06, pp. 18149- 18150 for a complete definition).

- Note that the U.S.C. definitions don't include colleges or universities that are not accredited or that operate on a for-profit basis. They do include, however, certain postsecondary vocational schools.

**Parents**, for purposes of the student eligibility restrictions, and consistent with long-standing HUD policy regarding eligibility for the HCV Program, means the biological or adoptive parents, or guardians (e.g., grandparents, aunt/uncle, godparents, etc.).

**Person with Disabilities** means a person who has a disability as defined in federal law [42 U.S.C. 423 or 42 U.S.C. 6001] or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions.

**Student** means all students enrolled either full-time or part-time at an institution of higher education. The new law does not exempt part-time students.

**Veteran** [according to 38 U.S.C. 101(2)] means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

#### **D. Independence from Parents**

Students can demonstrate the absence of, or independence from, parents. The criteria HCHA uses will include but is not limited to consideration of all of the following:

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

- The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms.
- The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

#### **E. Verification Standards**

HCHA will verify a student's independence from his/her parents to determine that the student's parents' income is not relevant for determining the student's eligibility. HCHA will utilize the following methods to gather this information.

- Review and verify previous address information to determine whether the student has established a household separate from his/her parents for at least one year **OR** reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education's definition of independent student.
- Review prior year income tax returns to verify whether a parent has claimed the student as a dependent.
- Verify income provided by a parent by requiring a written certification from the person providing the support, even if the amount of support is \$0.

#### **F. Parental Income**

If a student enrolled at an institution of higher education does not meet the definition of an independent student HCHA will determine the income eligibility of the student's parents in order to determine whether the student is eligible for assistance. HCHA will use the following criteria to determine if individual or joint income should be utilized when determining parental income:

- If the student's parents are married and living together, HCHA will obtain a joint declaration and certification of income from the parents.
- If the student's parent is widowed or single, HCHA will obtain a declaration and certification of income from that parent.
- If the student's parents are divorced or separated, HCHA will obtain a declaration and certification of income from each parent.
- If the student has been living with one of his/her parents and has not had contact with or does not know where to contact his/her other parent, HCHA will obtain from the student a certification under penalty of perjury describing the circumstances and stating that the student has not received financial assistance from the other parent. HCHA will also obtain an income declaration and certification of income from the parent with whom the student has been living or had contact.

In determining the income eligibility of the student's parents, HCHA will utilize the low-income limit for the jurisdiction in which the parents live.

**G. Verification Standards**

HCHA will utilize standard verification techniques and processes to determine the income of a student's parent(s).

**8.4 SUITABILITY FOR TENANCY**

The Hall County Housing Authority will determine suitability for participation in the HCV Program by conducting criminal background, previous housing assistance, citizenship and any necessary fraud detection checks on all adult household members, including live-in aides. The Hall County Housing Authority will deny assistance to a family because of any drug-related criminal activity or violent criminal activity by family members within the previous five years. This check may be made through law enforcement agencies, court records, or other national databases.

The Hall County Housing Authority will check Federal, State and Local sex offender registration programs and will deny any individual assistance for as long as they are on the registry.

The Hall County Housing Authority will require all applicants/participants to provide Social Security Numbers, photo identification (adult members), and birth certificates (or a federal document indicating the applicant's date of birth).

No applicant for the Housing Choice Voucher program who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

Additional screening is the responsibility of the owner. Upon receipt of a Request for Lease Approval form, signed by the tenant and the prospective owner, the Hall County Housing Authority will, if requested by the prospective landlord, provide any factual information known to the Hall County Housing Authority regarding past and or present addresses and or landlords.

**8.5 GROUNDS FOR DENIAL**

The Hall County Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;



- D. Fail to complete any aspect of the application or HCV lease-up process;
- E. Any person listed on the application (as a household member) has a history of criminal activity by any household member involving crimes of physical violence against persons or property, and/or any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property;
- F. Have an outstanding arrest warrant for any applicant or applicant household member;
- G. Currently owe rent or other amounts to any federal assisted housing program;
- H. Applicants who were asked to leave assisted housing developments but were cooperative and not formally evicted through the court system will be prohibited from receiving assistance for a period of 3 years from the date of official move-out. The following will be the exception to this rule:
  - 1. The applicant is able to provide sufficient proof that the issue(s) leading to their requested removal has been resolved and is unlikely to occur again (for example the family member causing the issue is no longer a household member).
- I. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
- J. Have a family member who was evicted from a Public Housing Authority within the last ten (10) years\*;
- K. Have a family member who was evicted from assisted housing within ten (10) years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802\*;
- L. Have a family household member who is illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. For purposes of this policy, any household member who has a drug or drug related crime, including possession of drug paraphernalia, within the last five years, will be considered an unacceptable risk and will be denied. The Hall County Housing Authority may waive this requirement if\*;

1. The person demonstrates to the Hall County Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  2. Has successfully completed a supervised drug or alcohol rehabilitation program that is of at least 6 months in duration, has actively been participating in a supervised drug or alcohol rehabilitation program for a period not less than 6 months or has successfully completed a supervised drug or alcohol rehabilitation program of a shorter duration and was actively involved in an after care program for at least a 6 month period of time after the completion of such program;
- M. Have engaged in or threatened abusive or violent behavior towards any HCHA client or resident in the clients housing facility;
- N. Have a family household member who has been terminated under the Certificate or Voucher Program during the last five (5) years\*;
- O. Are a welfare-to-work (WTW) family who fails to fulfill its obligations under the welfare-to-work voucher program;
- P. Anyone registered as a sex offender in any State or National registry for the entire period that they are listed;
- Q. Were released from a state or federal prison within the last 5 years (unless released because applicant was found innocent);
- R. Has a member of the family that has engaged in serious criminal or drug related activity or that has abused alcohol within the last 5 years. Serious criminal activity, drug related activity and alcohol abuse are as defined in the HCHA "One Strike & You're Out Policy"\*.
- S. Any person listed on the application that has been identified as a gang member by a law enforcement agency or has been involved in gang related activity (on or off HCHA property) in the last five years. HCHA will consider any evidence provided that may refute the gang membership or activity when making this determination.
- T. Is currently listed on the HCHA Ban & Bar List
- U. Have a family member who has not provided a Social Security Number
- V. Ineligible Higher Education Student Status – The regulations require that if a student is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried, and does not have a dependent child, is individually ineligible for Housing Choice Voucher assistance, or the student's parents are

individually or jointly ineligible for assistance, no Housing Choice Voucher assistance can be provided to the student.

- W. Denied for Life:** Have a family member who has been convicted of manufacturing or producing methamphetamine (speed)\*;
- X. Denied for Life:** Have a family member that has engaged in or threatened abusive or violent behavior towards any Hall County Housing Authority staff\*;
- Y. Denied for Life:** Have a family member with a lifetime registration under a State sex offender registration program\*;

\*For purposes of this policy, any household member or any family member would specifically include only members of the household that will be included on the lease for assistance.

## **8.6 INFORMAL REVIEW**

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

The informal review may be conducted by any person designated by the Hall County Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Hall County Housing Authority's decision. The Hall County Housing Authority must notify the applicant of the final decision within 10 business days after the informal review, including a brief statement of the reasons for the final decision. Timeframes for applicant notification are not applicable in situations that are beyond the control of HCHA (example – HCHA is awaiting verifications or other forms of information from a third party).

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

For the participant families, the Tenant Based Informal Review Process Policy will be utilized with the exception of the INS appeal decision which will follow the procedures outlined above.

## **9.0 MANAGING THE WAITING LIST**

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

The HCV waiting list is currently open. If ever closed, re-opening of the waiting list will be announced with a public notice stating that applications for the HCV program will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by available minority media of HCHA's choosing. The public notice will state any limitations to who may apply.

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

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation and also by available minority media of HCHA's choosing.

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

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

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

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

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

When a family appears to be within three (3) months of being offered a Voucher, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Hall County Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

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

The waiting list may be purged periodically by a mailing to all applicants to ensure that the pool of applicants reasonably represents interested families and to enable the Hall County Housing Authority to update the information regarding address, family composition, income category, and preferences. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 10 business days, the applicant will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file.

Letters that are returned from the Post Office with a forwarding address will be re-mailed to the new address and the applicant will be given an additional 10 business days to respond to the mailing. Letters to applicants that are returned a second time with a second forwarding address will result in the denial of the application. No further correspondence will be sent. Letters returned as "temporarily away" will follow this process with the exception that the second letter will be re-sent to the original address.

HCHA would only deviate from this method in the event of an approved reasonable accommodation requesting alternate contact methods.

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

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

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

- D. Correspondence has been returned with no forwarding address or has been returned more than once.

## **9.6 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Hall County Housing Authority will be sent a notice of termination.

The Hall County Housing Authority will allow the family to reschedule for good cause. Generally, no more than two opportunities will be given to reschedule with good cause. When good cause exists for missing an appointment, the Hall County Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being permanently removed from the waiting list. Good cause will be determined by HCHA staff on a case by case basis.

## **9.7 NOTIFICATION OF NEGATIVE ACTIONS**

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

# **10.0 HALL COUNTY HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY**

This Section outlines the responsibilities and obligations of the Hall County Housing Authority, the HCV Owners/Landlords, and the participating families.

## **10.1 HALL COUNTY HOUSING AUTHORITY RESPONSIBILITIES**

- A. The Hall County Housing Authority will comply with the consolidated ACC, the application, HUD regulations, HCHA's HUD-approved applications for program funding, the Hall County Housing Authority HCV Administrative Plan and other requirements.

- B. In administering the program, the Hall County Housing Authority must:

1. Upon request, distribute information about the availability and nature of housing assistance under the program;
2. Explain the program to owners and families;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help people with disabilities find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish a Hall County Housing Authority utility allowance, review annually and make any appropriate adjustments after review;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Hall County Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain Hall County Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Hall County Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

## ***10.2 OWNER RESPONSIBILITY***

- A. The property owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The property owner is responsible for:
  1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
  2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  3. Complying with equal opportunity requirements.
  4. Preparing and furnishing to the Hall County Housing Authority information required under the HAP contract.
  5. Collecting from the family:
    - a. Any security deposit required under the lease.
    - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
    - c. Any charges for unit damage by the family.



6. Enforcing tenant obligations under the lease.
  7. Paying for utilities and services (unless paid by the family under the lease).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities the following shall apply.
- (a) It shall be unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted. The landlord may not increase for handicapped persons any customarily required security deposit. However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.
  - (b) A landlord may condition permission for a modification on the renter providing a reasonable description of the proposed modifications as well as reasonable assurances that the work will be done in a workmanlike manner and that any required building permits will be obtained.
- D. The owner is responsible for notifying the Hall County Housing Authority sixty (60) days prior to any rent increase.

### **10.3 OBLIGATIONS OF THE PARTICIPANT**

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

- A. Supplying required information
1. The family must supply any information that the Hall County Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the Hall County Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
  3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
  4. Any information supplied by the family must be true and complete.
- B. Be responsible for specific HQS breaches, including:
- Failure to pay utilities for which the family is responsible;
  - Failure to provide or maintain appliances for which the family is responsible; and
  - Damage to the unit (beyond normal wear and tear) by a household member or guest
- C. Allowing Hall County Housing Authority Inspection
- The family must allow the Hall County Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.
- D. Violation of Lease
- The family must not commit any serious or repeated violation of the lease.
- E. Family Notice of Move or Lease Termination
- The family must notify the Hall County Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.
- F. Owner Eviction Notice
- The family must promptly give the Hall County Housing Authority a copy of any owner eviction notice it receives.
- G. Use and Occupancy of the Unit
1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
  2. The Hall County Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Hall County Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Hall County

Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but approved members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the Hall County Housing Authority if any family member no longer resides in the unit.
4. If the Hall County Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Hall County Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Hall County Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

#### H. Absence from the Unit

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 14 days without providing notice to HCHA. The family must request permission from the Hall County Housing Authority for absences exceeding 14 days. The Hall County Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 14 days without authorization may be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Hall County Housing Authority

In all circumstances in which an absence from the unit is authorized, the participant must continue to pay their portion of the rent to the owner and any utilities they are responsible for. Failure to comply will result in termination of assistance.

I. Interest in the Unit

The family must not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

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

K. Crime by Family Members

1. The members of the family must not engage in drug-related criminal activity or other violent criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons. Drug related criminal activity includes any illegal activity that is associated with drugs. For example, possession of drug paraphernalia would fall into this category.
2. The members of the family must not engage in illegal use of a controlled substance; or abuse of alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.

L. Other Housing Assistance

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

M. Relationship to Owner

The family must not receive HCV tenant-based assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the Hall County Housing Authority 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.

**11.0 SELECTING FAMILIES FROM THE WAITING LIST**

**11.1 PREFERENCES**

Consistent with the Hall County Housing Authority Agency Plan, the Hall County Housing Authority will select families for the Housing Choice Voucher Rental Assistance Program based on the following preferences.

- A. Displaced person(s): Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
- B. Public Housing Occupancy Transfers\*
- C. Families with dependents.
- D. Elderly or Disabled families.
- E. Date & Time of Application.

Preferences will be determined by a point total. Applicants cannot receive points for more than one preference and will be assigned the qualifying preference with the highest points assigned. Point totals are as follows:

Preference A	-	3 Points
Preference B	-	3 Points
Preference C	-	2 Points
Preference D	-	2 Points
Preference E	-	0 Points

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences as well as for point total ties between preferences.

The Hall County Housing Authority will not deny a preference, nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing.

As stated, families whose familial status is determined to be elderly, disabled, displaced, a family with children, or is a Public Housing Transfer will be offered assistance before other single persons.

Occasionally households on the Waiting list who did not qualify for a Preference when they applied will experience a change in circumstances that qualifies them for a Preference. In such cases, it will be the household's responsibility to contact Hall County Housing Authority so that their change in status is updated and the waiting list can be updated to reflect the Preference. Notification should be writing unless a reasonable accommodation is requested. To the extent the verification determines the household does now qualify for a Preference, they will be selected from the Waiting list in accordance with the Preference and their date of application.

\*In cases when proper bedroom sizes are not available through the Public Housing Program, a HCV Voucher will be issued to the transfer eligible family. Families must meet HCV eligibility requirements. Because families affected by this clause will generally be "hard to house", their success rate in finding a home will be understandably limited. With that in mind, the following steps and additional opportunities will be provided to these families:

- HCHA will offer a voucher to families who are eligible and are no longer properly housed in Public Housing (and proper housing is not available)
- The family will be given standard timeframes to find housing
- If housing is not found in the allotted timeframes, HCHA will provide the family up to one full year, from the time the voucher was issued, to find suitable housing, even after the original voucher has expired. If suitable housing is found within that timeframe and the family is still eligible for the voucher, a new voucher will be issued allowing the family to move to the suitable location.
- Due to the timeframes involved, HCHA may make special accommodations for the family to allow them to move in a timely manner (as to not miss out on the opportunity to secure the housing). These special accommodations will be at the discretion of the HCHA Executive Director.
- If the family fails to find suitable housing in the one year timeframe, their lease in Public Housing will be terminated at their lease end and they will need to move.

## ***11.2 SELECTION FROM THE WAITING LIST***

The Hall County Housing Authority shall follow the statutory requirement that at least 75% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met HCHA shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income

families will not be met, HCHA will skip higher income families on the waiting list to reach extremely low-income families.

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

**11.3 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)**

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	3
2	2	5
3	3	7
4	4	9

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. An additional person is added to each maximum standard for all sizes but efficiency apartments, as an additional person could sleep in the living area if determined appropriate. Two adults (18 years or older) will share a bedroom unless opposite sex and related by blood.

In determining bedroom size, the Hall County Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care. In all cases, Hall County Housing Authority will require the participant to provide proof that these situations exist.

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex **will** share a bedroom, regardless of age.
- B. Children of the opposite sex seven years and older will not be required to share a bedroom.
- C. Adults and children will not be required to share a bedroom.

- D. Foster - adults and/or children - will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.
- F. Adults will be required to share a bedroom unless they are related by blood (Part D of this Section would be an exception).

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

#### **11.4 BRIEFING**

When the Hall County Housing Authority selects a family from the waiting list, an appointment with the family will be scheduled to attend a briefing explaining how the program works. In order to receive a voucher all non-dependent adults are required to attend the briefing. If they cannot attend the originally scheduled briefing, they may reschedule for another appointment. If the family fails to attend a briefing without good cause, they will be denied admission.

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

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;



- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

### **11.5 PACKET**

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy states that upon receipt of the Request for Lease Approval, signed by the tenant and the prospective owner, the Housing Authority will provide to prospective owners the family's current and prior addresses and the names and addresses of the landlords for those addresses.
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards; HCHA may only consider granting exceptions when payment standards are lower than 110% of the Fair Market Rent
- J. The HUD brochure on how to select a unit ("A Good Place to Live");

- K. The HUD-required lead-based paint brochure (“Protect You Family from Lead in Your Home!”);
- L. A copy of the housing discrimination complaint form, HUD-903.1
- M. A list of landlords or other parties known to the Hall County Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Hall County Housing Authority that may be available;
- O. The family’s obligations under the program;
- P. The grounds upon which the Hall County Housing Authority may terminate assistance because of the family’s action or failure to act;
- Q. Hall County Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

***11.6 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY***

Once all family information has been verified, eligibility determined, subsidy calculated, and all non-dependent adults have attended the briefing, the Hall County Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign the Request for Approval of Tenancy Form, receive a copy of the HUD required Tenancy Addendum and provide a proposed lease. The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of the signed request for approval of tenancy form from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are acceptable for approval. The Hall County Housing Authority will not require a copy of the proposed lease be submitted with the request for tenancy form if the lease is from a participating landlord and has received prior approval.

During the initial stage of qualifying the unit, the Hall County Housing Authority will, upon request, provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Hall County Housing Authority will, upon request, provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, HCHA will provide any factual information or third party written information HCHA has that is deemed relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

### ***11.7 TERM OF THE VOUCHER***

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

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

If the family includes a person with disabilities and the family requires an extension due to the disability, the Hall County Housing Authority will grant an extension allowing the family the full 120 days search time. If the Hall County Housing Authority determines that additional search time would be a reasonable accommodation, the Hall County Housing Authority may petition the Department of Housing & Urban Development for an additional extension.

Upon submittal of a completed Request for Approval of Tenancy Form, the Hall County Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Hall County Housing Authority is taking action on their request. A family may only submit one active request for approval of tenancy. If an inspection of a unit has been performed for the family and the family wishes to seek approval on a unit other than the one initially inspected, a new request for approval of tenancy form will be supplied after the tenant informs the initial landlord of their intention.

## ***11.8 APPROVAL TO LEASE A UNIT***

The Hall County Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Hall County Housing Authority and passes HQS;
- C. The lease is approvable and includes the following:
  - 1. The names of the owner and the tenant;
  - 2. The address of the unit rented;
  - 3. The term of the lease (initial term and any provisions for renewal);
  - 4. The amount of the monthly rent to owner;
  - 5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
  - 6. The required HUD tenancy addendum.
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Hall County Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Hall County Housing Authority will advise the owner and the family in writing and advise them of any actions they could take that would enable approval of the tenancy.

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

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

When the unit is approved for tenancy and an executed lease is provided, the Hall County Housing Authority will prepare the contract. Upon receipt of the signed contract by the landlord, the Hall County Housing Authority will execute the contract. HCHA will pay the initial assistance but the contract must be returned before the second month HAP will be paid.

In no case will the contract be executed later than 60 days after the beginning of the lease term. Any contract executed after the 60-day period will be void and the Hall County Housing Authority will not pay housing assistance to the owner.

### ***11.9 HALL COUNTY HOUSING AUTHORITY DISAPPROVAL OF OWNER***

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a HCV Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity, violent criminal activity or is currently registered as a sex offender by any Federal, State or Local law enforcement agency;
- D. The owner has a history or practice of non-compliance with HQS for units leased under the Housing Choice Voucher Program or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes;
- F. It has been brought to the attention of the housing authority that the owner has not paid State or local real estate taxes, fines, or assessments;
- G. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher, unless the Hall County Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or
- H. Other conflicts of interest under Federal, State, or local law.

### ***11.10 INELIGIBLE/ELIGIBLE HOUSING***

The following types of housing cannot be assisted under the HCV Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

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

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

The Hall County Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments / Duplexes
- C. Manufactured housing

### **11.11 SECURITY DEPOSIT**

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

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

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

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. HCV clients who do not pay or make arrangements to pay uncontested or court determined charges upon move-out will be subject to voucher termination. HCV clients who negotiate payment agreements will be subject to voucher termination if terms of agreement are not abided by.

## **12.0 DETERMINATION OF FAMILY INCOME**

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

### **12.1 INCOME**

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

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

Annual income includes, but is not limited to:

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



income (because of a specified welfare benefits reduction, as specified in notice to the Hall County Housing Authority by the welfare agency) plus the total amount of the other annual income.

- b. At the request of the Hall County Housing Authority, the welfare agency will inform the Hall County Housing Authority of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Hall County Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Hall County Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Hall County Housing Authority by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Hall County Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Hall County Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Hall County Housing Authority denies the family's request to modify such amount, then the Hall County Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Hall County Housing Authority's determination of the amount of imputed welfare income. The Hall County Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy.

## 2. Relations with Welfare Agencies

- a. The Hall County Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Hall County Housing Authority notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.
  - b. The Hall County Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the Hall County Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare determinations.
  - c. Such welfare agency determinations are the responsibility of a welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Hall County Housing Authority shall rely on the welfare agency's notice to the housing authority of the welfare agency's determination of a specified welfare benefits reduction.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***12.2 EXCLUSIONS FROM INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution; except if the student is over the age of 23 with dependent children, or if the student is living with his or her parents who are receiving housing assistance.
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
  - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only

for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household, spouse or co-head);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Benefits received from kinship, Kin-Gap or other similar benefit programs that go to, or on behalf of, children leaving the juvenile court system or foster care system to live with a relative or legal guardian;
14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (43 U.S.C. 5044(g), 5058);
- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

- d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 8624(f));
- e. Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references of Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- h. The first \$2000 per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or redistricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or redistricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-* product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provider 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 of 1990 (42 U.S.C. 9858q);

- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- r. Allowances, earnings and payments to AmeriCorps participants under the national and Community Service Act of 1990 (42 U.S.C. 12637(d));
- s. Any allowance paid under the provision of 38 U.S.C. 1805 to a child suffering from Spina Bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602; and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

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

### ***12.3 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family as outlined in the most recent IRS Publication 502 (specifically the Medical expense section of the document pages 4-12); and

2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
- D. Reasonable child-care expenses necessary to enable a member of the family to be employed, to actively seek work or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
- E. For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:
1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.
  2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job-training program.
  3. Persons with disabilities who are or were, within 6 months, assisted under a State or TANF or Welfare-to-Work program for at least \$500.00.

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

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion (24 CFR 5.617).

#### ***12.4 COOPERATING WITH WELFARE AGENCIES***

The Hall County Housing Authority will enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree to provide written verification to the Hall County Housing Authority concerning welfare benefits for families applying for.

### **13.0 VERIFICATION**

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

### **13.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, eligible immigration or U.S. citizenship status, and Social Security Numbers will generally be verified with documentation provided by the family. For citizens and naturalized citizens, the family's certification will be accepted when accompanied by all other required information. Eligible immigration status will be verified utilizing the USCIS system. Verification of these items will include photocopies of the Social Security cards, birth certificates and other documents presented by the family, the USCIS approval code, and forms signed by the family.

Other information will be verified through six methods of verification according to the hierarchy listed below:

1. Upfront income verification (UIV) using HUD's Enterprise Income Verification (EIV) system
2. UIV using non-HUD systems
3. Written third-party verification (may be provided by family)
4. Written third-party employer form
5. Oral third-party verification
6. Tenant declaration

To manage the verification process effectively, the following schedule for requesting higher levels of verification before accepting lower levels will be as follows:

- The family signs release forms and provides requested documents at the interview (ideally 75 days prior to reexamination date) and HCHA runs EIV income report, using third-party documents provided by the family to project annual income. If the family agrees with the EIV report and has provided acceptable corresponding 3<sup>rd</sup> party information, the 3<sup>rd</sup> party information may be used to determine income and rental payments derived therefrom. If no UIV or third-party documents provided by the family are available and/or if the family disagrees with the EIV information, the staff will then send out written third-party verification forms within 5 business days after the interview.
- If no response after 10 business days, staff sends the second request.
- If no response to the second request within 5 business days, staff attempts to contact the source by phone.
- A tenant declaration would be accepted as a last resort if third-party verification is not available.



- In cases where a tenant declaration is accepted, HCHA will document why this information was utilized.

For applicants and participants all verifications are valid for 120 days from the date of receipt. The tenant provided third party verification should be dated within 60 days of the reexamination interview date.

### **UPFRONT INCOME VERIFICATION (EIV Mandatory)**

UIV is the verification of income, before or during a reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

Hall County Housing Authority is required to access EIV to run an income report for each household at every annual reexamination and interim reexamination for updates of family income and composition.

EIV is sufficient third-party verification when:

- The family does not dispute the data, and
- Current third-party documents provided by the family (mandatory from level 4 of the hierarchy, such as paystubs) are available.

HCHA will obtain additional third-party verification when the family disputes EIV employer data. HCHA may obtain additional third-party verification when HCHA determines additional information necessary, such as:

- Effective dates of employment
- Pay rate, number of hours worked, pay frequency for new jobs
- Confirmation of change in circumstances (reduced hours, reduced rate of pay, etc.).

The EIV report cannot be used to project income at annual or interim reexaminations but can be used to calculate repayment agreements.

HUD requires that HCHA collect, at a minimum, two current and consecutive pay stubs to project the participant's annual income. The tenant provided third party verification should be dated within 60 days of the reexamination interview date.

### **ACCEPTABLE FILE DOCUMENTATION**

If the family does not dispute EIV employer data, and has acceptable supporting documentation, acceptable file documentation consists of:

- The EIV income details report
- A signed copy of the EIV ICN Page
- Copy of tenant-provided third party verification

If the family disputes the EIV employer data and has no acceptable supporting documentation, file documentation includes:

- The EIV income details report
- Written third-party employer verification form

In addition to the EIV System, HCHA will use other up-front income verification sources to verify participant income. These sources include the Work Number, Credit Bureau Association credit reports, IRS tax transcripts and NFocus. HCHA will use other UIV systems that might become available to HCHA.

UIV (excluding EIV) meets the regulatory requirement for third-party verification. Additional third-party verifications (such as employer statements) are not required in many cases.

### **WRITTEN THIRD-PARTY VERIFICATION**

Written third-party verification is an original document generated by a third-party source, dated within 60 days prior to the reexamination or request date. Third-party written verification is required to project annual income from earnings.

For written third-party verification, documents must be original and authentic, and may be supplied by the family or received from a third party source. Examples of acceptable third-party documents provided by the family include, but are not limited to pay stubs, payroll summary reports, employer notice or letters of hire or termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters or printouts, and unemployment monetary benefit notices.

HCHA will obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. Three current and consecutive paychecks are preferred and will be requested, two will be accepted only in approved circumstances only (on a case by case basis).

HCHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

Information verified on the internet is considered to be written third-party verification if HCHA is able to view and print web-based information from a reputable source on the computer screen.

### **ORAL THIRD-PARTY VERIFICATION**

For this type of verification, HCHA will make contact with sources by telephone or in-person. Third-party oral verification may be used when requests for written verification have not been returned within a reasonable time.

File documentation will include the date and time of the telephone call, the name of the person contacted, the telephone number, along with the confirmed verified information.

**TENANT DECLARATION**

The applicant or participant submits an affidavit or notarized statement to certify income or expenses that she or he has reported. This method is used as a last resort when no other verification method is possible. If this verification is used HCHA will document in the tenant file the reason why third-party verification was not available.

**13.2 TYPES OF VERIFICATION**

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports, , any document issued by e federal government with the SS# attached	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Picture ID	N/A	Drivers License, work ID, or other officially certified picture ID
Eligible immigration status	USCIS confirmation #	USCIS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and toll.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks and Mutual Funds	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	EIV data from HUD, Letter from employer	Multiple pay stubs
Self-employed	EIV data, Notarized verification from owner	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Temporary Assistance for Needy Families (TANF)	N-Focus	N/A
Alimony/child support	Court order, letter from source, letter from HHS, N-Focus	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program	N/A  Evidence of Job Start

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

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, all citizens and nationals will be required to sign a

declaration under penalty of perjury. They will be required to show proof of their status by such means as Social Security card, birth certificate, military ID or military DD 214 Form.

Prior to being admitted all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted, all other adult, eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original documentation designated by USCIS as acceptable evidence of eligible immigration status. For each non-citizen child, the form must be signed by the child's parent, guardian or other responsible adult member. The Hall County Housing Authority will make a copy of the individual's USCIS documentation and place the copy in the file. The Hall County Housing Authority also will verify their status through the USCIS system. If the USCIS system cannot confirm eligibility, the Hall County Housing Authority will mail information to the USCIS so a manual check can be made of USCIS records.

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

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

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

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

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family. Families are required to provide evidence of eligible status no later than the time of the verification of other eligibility factors. A time extension of no more than 30 days may be granted in writing if additional time is necessary to obtain the needed documentation. The length of additional time will be assigned on a case by case basis. Family members that do not provide documentation meeting the appropriate timeframe will be considered ineligible until necessary documentation is provided. In the event that no family member is eligible, the application will be denied.

If the Hall County Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible

noncitizens listed on the lease) to permanently reside in their HCV unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to HCV for a period of 10 years from the date of termination.

An FAS citizen who is a lawful resident of the United States (including territories and possessions) is eligible for housing assistance.

- FAS stands for 'the Freely Associated States'
- Republic of the Marshall Islands
- Federated States of Micronesia
- Republic of Palau

### **13.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member is required to disclose his/her assigned SSN, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status.
- b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid.
- c. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

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

HUD, via its computer matching program with the SSA, will validate the SSN (along with the individual's name and date of birth) against the SSA's database. EIV will report the status of the identity verification process as Verified, Failed, Not Verified, or Deceased on the household Summary Report. HCHA will retain a copy of the EIV verification report in the tenant file as documentation.

Excluding the above defined exceptions, HCHA will deny the eligibility of any applicant who does not comply with this requirement. Applicants must provide this information upon their first appointment for preference determination. If they cannot provide the information at that time, HCHA staff may provide the applicant up to 30 calendar days to provide the information to HCHA. If the applicant has not disclosed this information by the time a family is determined eligible for a HCV Voucher they will be skipped for that particular issuance and will not be offered a voucher until they have provided the documentation. If the

information is not provided within the allotted timeframe (not to exceed 30 calendar days) the applicant will be determined ineligible and their application will be denied. HCHA may permit applicants up to 90 calendar days to provide this information if there is reasonable likelihood that an extension of time will result in the ability of the family to produce the information and if the reasons for their inability to provide the information was due to circumstances that the family could not foresee and were beyond their control.

Excluding the above defined exceptions, current HCHA housing participants are also required to provide Social Security Number information. HCHA will identify participants who are out of compliance with this rule and require that they come into compliance immediately. Participant families who do not comply will be evicted for non-compliance.

When a participant requests to add a new household member, who has an assigned SSN to the family, the participant must disclose the assigned SSN and provide HCHA with the documentation referenced above. If the family is unable to provide the required documentation of the SSN, HCHA will not add the new household member until the family provides such documentation.

When a participant requests to add a new household member, who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide HCHA with the documentation referenced above within 90 calendar days of the child being added to the household. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, HCHA will grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if HCHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. If the family does not comply with this requirement their HCV assistance will be terminated for non-compliance.

The child is included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements.

#### **VERIFICATION OF SOCIAL SECURITY AND SUPPLEMENTAL SECURITY INCOME BENEFITS**

HCHA will ask applicants to provide a copy of their SS/SSI benefit letter, dated within the last 60 days, for each household member that receives SS or SSI benefits. HCHA may assist in retrieval of these documents from the Social Security on-line system when assistance is requested.

For participants (and household members) whose personal identifiers are validated HCHA will use EIV to verify SS/SSI benefits.

- HCHA will print the EIV income report and confirm that the current listed benefit amount is correct. If the participant agrees, that amount will be used to calculate annual income from social security benefits.
- If the participant disputes the EIV reported benefit amount, or if benefit information is not available in the EIV system, HCHA will request that the participant provide a current SSA benefit letter, following the same guidelines as those for applicants.

### ***13.5 VERIFICATION OF LEGAL IDENTITY***

In order to prevent program abuse, HCHA will require applicants to furnish verification of legal identity for all family members. Documents for minor children must include Social Security Cards (or temporary information) and birth certificates.

Adults are required to provide Social Security Cards (or temporary information), a current picture identification (picture within the last five years) and birth certificates. In cases where birth certificates are unavailable, alternate forms providing proof of age will be acceptable. Documents acceptable to determine applicant age include: Certificate of Birth, naturalization papers, current valid Driver's license, U.S. military discharge (DD 214), U.S. passport, Department of Motor Vehicles Identification Card and Hospital records. If a document submitted by a family is invalid or otherwise questionable, another form of documentation may be required.

### ***13.6 TIMING OF VERIFICATION***

Verification must be dated within 120 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

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

### ***13.7 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission or prior to a new member joining the family.

Verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission.



## **14.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **14.1 RENT REASONABLENESS**

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

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

### **14.2 COMPARABILITY**

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of a comparable unit in the same or comparable neighborhood. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable unit.

The Housing Authority will maintain current survey information on rental units in the jurisdiction.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

### **14.3 MAXIMUM SUBSIDY**

The Fair Market Rent (FMR) published by HUD or if applicable, the exception payment standard rent (requested by the Hall County Housing Authority and approved by HUD) determines the maximum subsidy for a family.

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

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

#### **14.4 SETTING THE PAYMENT STANDARD**

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The Hall County Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Hall County Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Hall County Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

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

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Hall County Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

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

#### **14.5 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY**

A. For the voucher tenancy, the payment standard for a family is the lower of:

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

#### ***14.6 AREA EXCEPTION RENTS***

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

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

## **14.7 ASSISTANCE AND RENT FORMULAS**

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

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent

Plus any rent above the payment standard.

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

The Hall County Housing Authority has set the minimum rent as \$50.00. However, if the family requests a hardship exemption, the Hall County Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - b. When the family would be evicted as a result of the imposition of the minimum rent;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

e. When a death has occurred in the family.

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

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

D. Rent for Families under the Noncitizen Rule

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

1. The family was receiving assistance on June 19, 1995;

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

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

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

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

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

#### ***14.8 UTILITY ALLOWANCE***

The Housing Authority maintains a utility allowance schedule for all essential tenant-paid utilities (nonessential excluded i.e. cable, telephone), for cost of

tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

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

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

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

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

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

The utility allowance will be used to determine the Gross Rent of a unit and to compute the family's share (Tenant Rent). The Tenant Rent is the amount the family owes each month to the owner.

#### **14.9 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT**

- A. The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Hall County Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Hall County jurisdiction if the following conditions apply:
1. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
  2. The owner also charges such penalties against the tenant for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Hall County Housing Authority as determined by HCHA.

- B. If the housing assistance payment exceeds the rent to the owner, the Hall County Housing Authority will pay the balance directly to a predetermined Utility Company on the behalf of the family.

#### ***14.10 CHANGE OF OWNERSHIP***

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

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

- A. IRS Form W-9

The Hall County Housing Authority may withhold the rent payment until this information is received.

### **15.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial 12 months has expired, if the participant has not violated the lease agreement or HAP contract in any way. The Hall County Housing Authority will issue the family a new voucher if the family is in good standing with HCHA. In some circumstances, the initial 12-month contract requirement will be waived on a case by case basis as determined by HCHA (such as the home is being sold, was destroyed, etc.).

#### ***15.1 WHEN A FAMILY MAY MOVE***

For families already participating in the Voucher Program, the Hall County Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated and the landlord decides not to renew; or
- B. The tenant gives proper notice to move when the lease has expired.



- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner); or
- D. The owner and tenant have agreed to terminate the lease and it does not violate any other HCHA or Department of Housing & Urban Development rules

## **15.2 PROCEDURES REGARDING FAMILY MOVES**

Families considering transferring to a new unit will be scheduled to attend a briefing. All families who are moving, including any families moving into or out of the Hall County Housing Authority's jurisdiction, will be required to attend a briefing prior to the Hall County Housing Authority issuing a new voucher on their behalf.

The HCHA tenant briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards and the utility allowance schedule;
- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

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

The family is required to give the Hall County Housing Authority a copy of the notice to terminate the lease within two (2) days of notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Hall County Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice to the landlord *or* have the landlord or his/her agent sign and date a statement stating that a notice to vacate has been received. The family will be required to provide a copy of the lease termination notice to the Hall County Housing Authority, or the signed statement stating the date the notice was received.

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

## **16.0 PORTABILITY**

### ***16.1 GENERAL POLICIES OF THE HALL COUNTY HOUSING AUTHORITY***

A family may lease a unit anywhere in the jurisdiction of the Hall County Housing Authority during the family's first year of assistance. After the first year of assistance, a family may lease a unit outside the Hall County Housing Authority jurisdiction as long as there is another entity operating a HCV program covering the location of the proposed unit.

Families participating in the HCV Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Hall County Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Hall County Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the Hall County Housing Authority will not issue a voucher and will terminate assistance in compliance with Section 22.0, Termination of the Lease and Contract.

### ***16.2 POLICY ON VIOLENCE AGAINST WOMEN ACT***

A Housing Choice Voucher participant who is a victim of domestic violence, dating violence or stalking may request and be granted portability due to the incident or threat if they are otherwise compliant with all program obligations including VAWA rules and regulations.

The HCV participant and HCHA will follow guidance as outlined in Section 23.0, “Violence Against Women Act” found in this policy.

### **16.3 INCOME ELIGIBILITY**

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

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

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

### **16.5 PORTABILITY PROCEDURES**

- A. When the Hall County Housing Authority is the Initial Housing Authority:
  - 1. The Hall County Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.  
To be eligible for portability the family must:
    - Be in good standing with the Hall County Housing Authority's program.
    - Have participated in the HCV program AND lived in the HCHA jurisdiction, while on the HCV program, for at least 12 full months.
    - Not owe a current landlord any money.
    - Provide the Landlord with at least a 30-day written notice of intent to vacate the unit. The notice must indicate actual move-out date.
    - Provide HCHA a copy of the notice to vacate that was sent to the landlord.
    - Provide HCHA with the area the family wishes to move.

- Complete the annual certification process if the request to port takes place during the annual recertification process.
  - 2. The Hall County Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
  - 3. The Hall County Housing Authority will contact the receiving PHA to determine whether the receiving PHA will bill or absorb the family's voucher. Based on the receiving PHA's response, HCHA will determine whether they will approve or deny the portability request.
  - 4. If approved the Hall County Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
  - 5. The Hall County Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, a copy of the voucher, HUD Form 52665 and related verification information including the most recent EIV report.
- B. When the Hall County Housing Authority is the Receiving Housing Authority:
1. When the portable family requests assistance from the Hall County Housing Authority, the Hall County Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Hall County Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
  2. The Hall County Housing Authority will issue a voucher to the family. The term of the Hall County Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Hall County Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Hall County Housing Authority during the term of the Hall County Housing Authority's voucher.
  3. The Hall County Housing Authority will determine the family unit size for the portable family. The family unit size is determined in

accordance with the Hall County Housing Authority's subsidy standards.

4. The Hall County Housing Authority will within ten (10) calendar days of voucher expiration or lease up notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the Hall County Housing Authority opts to conduct a new reexamination, the Hall County Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the Hall County Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Hall County Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Hall County Housing Authority

1. If funding is available under the consolidated ACC for the Hall County Housing Authority's Voucher Program when the portable family is received, the Hall County Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Hall County Housing Authority's Tenant-Based Program. If absorption is not possible, HCHA will bill until absorption is available.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
  - a. As the Initial Housing Authority, the Hall County Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance

payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

- b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, a different amount of reimbursement may be negotiated.

E. When a Portable Family Moves

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

## **17.0 INSPECTION POLICIES, HQS, AND DAMAGE CLAIMS**

The Hall County Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Hall County Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Hall County Housing Authority will schedule one more inspection. If the family misses the second inspection, the Hall County Housing Authority will consider the family to have violated a Family Obligation and their assistance will be subject to termination.

### **17.1 TYPES OF INSPECTIONS**

There are five types of inspections the Hall County Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by HCHA receiving a complaint on the unit.
- D. Special Inspection - An inspection caused by a third party, i.e., HUD, needing to view the unit.
- F. Quality Control Inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

## ***17.2 OWNER AND FAMILY RESPONSIBILITY***

- A. Owner Responsibility for Housing Quality Standards (HQS)
  - 1. The owner must maintain the unit in accordance with HQS.
  - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Hall County Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Hall County Housing Authority's remedies for a breach(es) of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
  - 3. The Hall County Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by HCHA and HCHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any HCHA approved extension).
  - 4. The owner is not responsible for a breach of the HQS for which the family is responsible. Furthermore, the Hall County Housing Authority may terminate assistance to a family because of the HQS breach caused and/or not rectified by the family.

B. Family Responsibility for HQS

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

**17.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401**

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

A. Sanitary Facilities

1. Performance Requirement

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

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.



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

B. Food Preparation and Refuse Disposal

1. Performance Requirements

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

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a gas trap and hot and cold running water. The sink must drain into an approvable public or private system. The sink must be free of major leaks which will result in substantial water loss and damage to the unit.

- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. The refrigerator must be able to maintain a temperature low enough to prevent food from spoiling over a reasonable period of time. It must have some capacity for storing frozen food. It may be located in a back hall or pantry.
- e. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

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

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Occupancy standards as outlined in Section 11.3 of this policy will be followed.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (HQS guidelines allow for a lockable combination storm/screen window with a non-lockable inside window). Window sills within six feet of the ground must have a locking window.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

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

2. Acceptability Criteria

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

E. Illumination and Electricity

1. Performance Requirement

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

2. Acceptability Criteria

- a. There must be at least one window in the living room but it does not have to open (unless that room is used for sleeping and the window is designed to open). For each bedroom or room used for sleeping there must be at least one window and it must open if designed to.
- b. A kitchen requires one working outlet AND one permanently installed wall or ceiling fixture in working condition (a working outlet cannot substitute for a light fixture.) A bathroom requires a permanent light fixture, in working condition. (An outlet cannot be a substitute for a permanent light fixture.)
- c. The living room and each bedroom or room used for sleeping requires two outlets or, one outlet and one permanently installed ceiling or wall light fixture.

F. Structure and Materials

1. Performance Requirement

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

2. Acceptability Criteria

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

G. Interior Air Quality

1. Performance Requirement

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

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

## H. Water Supply

### 1. Performance Requirement

The water supply must be free from contamination.

### 2. Acceptability Criteria

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

## I. Lead-based Paint

### 1. Definitions

- a. Abatement: means any set of measures designed to permanently eliminate lead-based paint or lead-based paint hazards (see definition of “permanent”). Abatement includes: (1) The removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components or fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards; and (2) All preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures.
- b. Act: means the Lead-Based Paint Poisoning Prevention Act as amended, 42 U.S.C. 4822 et seq.
- c. Bare Soil: soil or sand not covered by grass, sod, other live ground covers, wood chips, gravel, artificial turf, or similar covering.
- e. Certified: licensed or certified to perform such activities as risk assessment, lead-based paint inspection, or abatement supervision, either by a State or Indian tribe with a lead based paint certification program authorized by the Environmental Protection Agency (EPA), or by the EPA, in accordance with 40 CFR part 745, subparts L or Q.
- f. Chewable surface: means an interior or exterior surface painted with lead-based paint that a young child can mouth or chew. A chewable surface is the same as an “accessible surface” as defined in 42 U.S.C. 4851 b(2)). Hard metal substrates and other materials that cannot be dented by the bite of a young child are not considered chewable.

- g. Clearance examination: An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or worksite. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at § 35.1320.
- h. CILP Recipient: an owner of a multifamily property which is undergoing rehabilitation funded by the Flexible Subsidy-Capital Improvement Loan Program (CILP).
- i. Common Area: a portion of a residential property that is available for use by occupants of more than one dwelling unit. Such an area may include, but is not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, on-site day care facilities, garages and boundary fences.
- j. Component: An architectural element of a dwelling unit or common area identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, and stair treads in a common stairwell, or an exterior wall.
- k. Composite sample: A collection of more than one sample of the same medium (e.g., dust, soil or paint) from the same type of surface (e.g., floor, interior window sill, or window trough), such that multiple samples can be analyzed as a single sample.
- l. Containment: The physical measures taken to ensure that dust and debris created or released during lead-based paint hazards reduction are not spread, blown or tracked from inside to outside of the worksite.
- m. Designated party: A Federal agency, grantee, sub-recipient, participating jurisdiction, housing agency, CILP recipient, Indian tribe, tribally designated housing entity (TDHE), sponsor or property owner responsible for complying with applicable requirements.
- n. Deteriorated paint: Any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.
- o. Dry Sanding: Sanding without moisture and includes both hand and machine sanding.
- p. Dust-Lead Hazard: Surface dust that contains a dust-lead loading (area concentration of lead) at or exceeding the

levels promulgated by the EPA pursuant to section 403 of the Toxic Substances Control Act or, if such levels are not in effect the standards in § 35.1320.

- q. Dwelling Unit: a (1) Single-family dwelling, including attached structures such as porches and stoops; or (2) Housing unit in a structure that contains more than 1 separate housing unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the home or separate living quarters of 1 or more persons.
- r. Encapsulation: The application of a covering or coating that acts as a barrier between the lead-based paint and the environment and that relies for its durability on adhesion between the encapsulate and the painted surface, and on the integrity of the existing bonds between paint layers and between the paint and the substrate. Encapsulation may be used as a method of abatement if it is designed and performed so as to be permanent (see definition of “permanent”).
- s. Enclosure: The use of rigid, durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead-based paint and the environment. Enclosure may be used as a method of abatement if it is designed to be permanent (see definition of “permanent”).
- t. Environmental intervention blood lead level: A confirmed concentration of lead in whole blood equal to or greater than 20 mg/dL (micrograms of lead per deciliter) for a single test or 15-19 mg/dL in two tests taken at least 3 months apart.
- u. Evaluation: A risk assessment, a lead hazards screen, a lead-based paint inspection, paint testing, or a combination of these to determine the presence of lead-based paint hazards or lead-based paint.
- v. Expected to reside: There is actual knowledge that a child will reside in a dwelling unit reserved for the elderly or designated exclusively for persons with disabilities. If a resident woman is known to be pregnant, there is actual knowledge that a child will reside in the dwelling unit.
- w. Federal agency: The United States or any executive department, independent establishment, administrative agency and instrumentality of the United States, including a corporation in which all or a substantial amount of the stock is beneficially owned by the United States or by any of these entities. The term “Federal agency” includes, but is not limited to, Rural Housing Service (formerly Rural

Housing and Community Development Service that was formerly Farmer's Home Administration), Resolution Trust Corporation, General Services Administration, Department of Defense, Department of Veterans Affairs, Department of the Interior, and Department of Transportation.

- x. Federally owned property: residential property owned or managed by a Federal agency, or for which a Federal agency is a trustee or conservator.
- y. Firm commitment: A valid commitment issued by HUD or the Federal Housing Commissioner setting forth the terms and conditions upon which a mortgage will be insured or guaranteed.
- z. Friction surface: An interior or exterior surface that is subject to abrasion or friction, including, but not limited to, certain window, floor, and stair surfaces.
- aa. g means gram, mg means milligram (thousandth of a gram), and  $\mu\text{g}$  means microgram (millionth of a gram).
- bb. Grantee: means any State or local government, Indian tribe, IHBG recipient, insular area or nonprofit organization that has been designated by HUD to administer Federal housing assistance under a program covered by subparts J and K of Part 35, except the HOME program or the Flexible Subsidy-Capital Improvement Loan Program (CILP)
- cc. Hard costs of rehabilitation: (1) Costs to correct substandard conditions or to meet applicable local rehabilitation standards; (2) Costs to make essential improvements, including energy-related repairs, and those necessary to permit use by persons with disabilities; and costs to repair or replace major housing systems in danger of failure; and (3) Costs of non-essential improvement, including additions and alterations to an existing structure; but (4) Hard costs do not include administrative costs (e.g., overhead for administering a rehabilitation program, processing fees, etc.).
- dd. Hazard reduction: measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls or abatement or a combination of the two.
- ee. HEPA Vacuum: A vacuum cleaner device with an included high efficiency particulate air (HEPA) filter through which the contaminated air flows, operated in accordance with the instructions of its manufacturer. A HEPA filter is one that captures at least 99.97 percent of airborne particles of at least 0.3 micrometers in diameter.
- ff. Housing for the elderly: means retirement communities or similar types of housing reserved for households composed



- of one or more persons 62 years of age or more, or other age if recognized as elderly by a specific Federal housing assistance program.
- gg. Housing receiving federal assistance: means housing which is covered by an application for HUD mortgage insurance, receives housing assistance payments under a program administered by HUD, or otherwise receives more than \$5,000 in project-based assistance under a Federal housing program administered by an agency other than HUD.
  - hh. HUD: means the United States Department of Housing and Urban Development.
  - ii. HUD-owned property: means residential property owned or managed by HUD, or for which HUD is a trustee or conservator.
  - jj. Impact Surface: An interior or exterior surface that is subject to damage by repeated sudden force, such as certain parts of door frames.
  - kk. Interim Controls: A set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.
  - ll. Interior window sill: The portion of the horizontal window ledge that protrudes into the interior of the room, adjacent to the window sash when the window is closed.
  - mm. Lead-based paint: Paint or other surface coatings that contain lead equal to 1 milligram per square centimeter, or 0.5 % by weight or 5000 parts per million (PPM) by weight.
  - nn. Lead-based Paint Hazard: Any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects.
  - oo. Lead-based Paint Inspection: A surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation.
  - pp. Lead Hazard Screen: A limited risk assessment activity that involves paint testing and dust sampling and analysis as described in 40 CFR 745.227 (c) and soil sampling and analysis as described in 40 CFR 745.227 (d).
  - qq. Occupant: means a person who inhabits a dwelling unit.

- rr. Owner: means a person, firm, corporation, nonprofit organization, partnership, government, guardian, conservator, receiver, trustee, executor, or other judicial officer, or other entity which, alone or with others, owns, holds, or controls the freehold or leasehold title or part of the title to property, with or without actually possessing it. The definition includes a vendee who possesses the title, but does not include a mortgagee or an owner of a reversionary interest under a ground rent lease.
- ss. Paint stabilization: Repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint.
- tt. Paint Testing: The process of determining, by a certified lead-based paint inspector or risk assessor, the presence or the absence of lead-based paint on deteriorated paint surfaces or painted surfaces to be disturbed or replaced.
- uu. Paint Removal: A method of abatement that permanently eliminates lead-based paint from surfaces.
- vv. Painted Surface to be Disturbed: A paint surface that is to be scraped, sanded, cut, penetrated or otherwise affected by rehabilitation work in a manner that could potentially create.
- ww. Permanent: An expected design life of at least 20 years.
- xx. Play Area: An area of frequent soil contact by children of less than 6 years of age, as indicated by the presence of play equipment or toys or other children's possessions, observations of play patterns, or information provided by parents, residents or property owners.
- yy. Public health department: means a State, tribal, county or municipal public health department or the Indian Health Service.
- zz. Reevaluation: A visual assessment of painted surfaces and limited dust and soil sampling conducted periodically following lead-based paint hazard reduction where lead-based paint is still present.
- aaa. Replacement: A strategy of abatement that entails the removal of building components that have surfaces coated with lead-based paint and the installation of new components free of lead-based paint.
- bbb. Residential property: means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by

residents, but not including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, or roadways.

- ccc. Risk assessment: (1) An on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards; and (2) the provision of a report by the individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.
- ddd. Single family property: means a residential property containing one through four dwelling units.
- eee. Single room occupancy (SRO) housing: means housing consisting of zero-bedroom dwelling units that may contain food preparation or sanitary facilities or both (see Zero-bedroom dwelling).
- fff. Soil-lead Hazard: Bare soil on residential property that contains lead equal to or exceeding levels promulgated by the U.S. Environmental Protection Agency pursuant to section 403 of the Toxic Substances Control Act or, if such levels are not in effect, the following levels: 400 mg/g in play areas; and 2000 mg/g in other areas with bare soil that total more than 9 square feet (0.8 square meters) per residential property.
- ggg. Standard Treatments: A series of hazard reduction measures designed to reduce all lead-based paint hazards in a dwelling unit without the benefit of a risk assessment or other evaluation.
- hhh. Substrate: The material directly beneath the painted surface out of which the components are constructed, including wood, drywall, plaster, concrete, brick or metal.
- iii. Target Housing: Any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless a child of less than 6 years of age resides or is expected to reside in such housing for the elderly or persons with disabilities) or any zero-bedroom dwelling. In the case of jurisdictions which banned the sale or use of lead-based paint prior to 1978 HUD may designate an earlier date.
- jjj. Tenant: means the individual named as the lessee in a lease, rental agreement or occupancy agreement for a dwelling unit.
- kkk. Visual Assessment: Looking for , as applicable:
  - (1) Deteriorated paint;
  - (2) Visible surface dust, debris and residue as part of a risk assessment or clearance examination; or

- (3) The completion or failure of a hazard reduction measure
- lll. Wet Sanding or Set Scraping: A process of removing loose paint in which the painted surface to be sanded or scraped is kept wet to minimize the dispersal of paint chips and airborne dust.
  - mmm. Window Trough: The area between the interior window sill (stool) and the storm window frame. If there is no storm window, the window trough is the area that receives both the upper and lower window sashes when they are both lowered.
  - nnn. Worksite: an interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one worksite in a dwelling unit or at a residential property.
  - ooo. Zero-bedroom dwelling: Any residential dwelling in which the living areas are not separated from the sleeping area. The term includes efficiencies, studio apartments, dormitory or single room occupancy housing, military barracks, and rentals of individual rooms in residential dwellings.

## 2. Inspection Requirements and General Action

- A. The Lead Based Paint rule is not applicable to 0-bedroom units, units that are certified by a *qualified* inspector to be free of lead-based paint, or units designated exclusively for the elderly.
- B. All units are subject to these requirements if a child under six years of age is “expected to reside” in the home. Actual knowledge that a child will reside is not required.

There are two conditions with corresponding procedures to inspect for in the Housing Quality Standards Inspection. These procedures are as follows.

### **NOTIFICATION AND DISCLOSURE**

Owners must:

- Disclose known lead-based paint or lead-based paint hazards
- Provide EPA pamphlet
- Attach disclosure form to lease
- Keep signed copy in tenant file.

HCHA must:

- Keep records in tenant files.

### a. **VISUAL ASSESSMENT**

**Condition 1: Units constructed prior to 1978 with a child 6 years old:**

HCHA will visually inspect (visual assessment) in order to identify deteriorated paint (defective paint), at the initial inspection and each periodic inspection thereafter, on both the interior and exterior of the unit.

**Procedures**

All deteriorated paint must be treated. There are no limits to the surfaces covered by the requirement. (Designated party shall conduct a visual assessment of “all painted surfaces.”) This includes:

- All surfaces within the dwelling unit.
- All surfaces on the exterior of the unit regardless of height from the ground.
- All common areas serving the dwelling unit.

**Treatment**

The Owner shall stabilize each deteriorated paint surface in accordance with 35.1330 (a) & (b) before the start of an assisted occupancy.

If an assisted occupancy started prior to a periodic inspection, paint stabilization must be completed within 30 days of notification of the owner of the results of the visual assessment.

“Paint Stabilization” (see definitions) any physical defect in the substrate that is causing deterioration is to be repaired. Such defects include dry rot, rust, moisture, crumbling plaster and missing siding, or other components that are not securely fastened.

Clearance of the dwelling unit if paint stabilization is conducted: Clearance test must be conducted by certified risk assessors or certified lead-based paint inspectors, or sample technician/clearance inspectors working under them.

Owner provides notice to the occupants describing the results of the clearance examination.

**Maintenance**

Ongoing maintenance of painted surfaces and safe work practices are to be incorporated into regular building operations.

Ongoing LBP Maintenance:

- Visually assessing at least once a year the condition of painted surfaces to identify deteriorated paint.
- Stabilizing any deteriorated paint
- Using safe work practices when performing any maintenance or renovation that disturbs paint that may be lead-based paint.

**Safe Work Practices:**

1. Occupant protection
2. Work Site preparation
3. Specialized cleanup
4. Prohibition of certain methods of paint removal

Safe work practices are not required if the total unit of paint surfaces being disturbed is no more than de minimus exception levels of 20 square feet on exterior surfaces, or two square feet in any one interior room or space, or 10% of the total surface area on an interior or exterior component with a small surface area, such as window sills, baseboards, and other trim.

**Condition 2: Units constructed prior to 1978 with a child under six years old with an identified environmental intervention blood level (EIBL)**

**Procedure**

Within 15 days after being notified by a public health department or other medical health care provider of an EIBL child, the designated party (HCHA program administrator) shall complete a risk assessment and immediately provide the report of risk assessment to the property owner.

Verification is required if the information of an EIBL child is from any source other than a public health department or a medical health care provider.

Within 30 days after receiving the risk assessment report, the owner shall complete the reduction of identified lead-based paint hazards.

Hazard reduction is complete when a clearance report states that lead-based paint hazards have been treated with interim controls or abatement, or when the public health department certifies that clearance is complete.

The owner shall notify the building residents of any evaluation or hazard reduction activities.

The designated party shall report the name and address of a child identified as having EIBL to the public health department within five

working days of being so notified by any other medical health care professional.

### **Delays Due To Adverse Weather**

Delays in evaluation and reduction activities are allowed “for a reasonable time during a period when weather conditions are unsuitable for conventional construction activities.”

### **Treatment Methods For Deteriorated Paint**

Owners must treat deteriorated paint by methods that are in compliance with Federal, State, local or tribal laws.

Prohibited treatment methods include:

- Open-flame burning and torching
- Machine-sanding or grinding without HEPA exhaust control
- Heat guns operating above 1,100 degrees F
- Abrasive blasting or sandblasting without HEPA exhaust
- Dry sanding and dry scraping
- Paint stripping in poorly ventilated space or using hazardous chemical as defined by OSHA

Acceptable surface preparation methods include:

- Wet scraping and wet sanding
- Power sanding with HEPA-filtered local exhaust attachment
- Heat guns under 1100 degrees F
- Dry sanding and dry scraping (only in limited areas)

### **Other Responsibilities**

Before executing a HAP contract, the owner must inform the PHA and the family of any knowledge of the presence of lead-based paint on the surfaces of the unit.

HCHA shall keep a copy of each notice, evaluation and clearance or abatement report required, for at least three years after ongoing lead-based paint maintenance or reevaluation activities are no longer required (24 CFR 35.175).

During exterior treatment soil and playground equipment must be protected from contamination.

All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles.

Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as tri-sodium phosphate or an equivalent solution.

Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

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

J. Access

1. Performance Requirement

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows). The exits cannot be blocked or obstructed by debris, used as storage area, secured by nailing, etc.

The dwelling unit must have its own means of entry and exit without passage through or on other private property. The dwelling must have at least two means of exit in case of fire (door and egress window for example).

K. Site and Neighborhood

1. Performance Requirement

The site and neighborhood must be free from conditions which would seriously or continuously endanger the tenant's health and safety.

2. Acceptability Criteria

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

L. Sanitary Condition



1. Performance Requirement

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

2. Acceptability Criteria

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

M. Smoke Detectors

**General Information**

Each unit must have one battery operated or hardwired smoke detector installed inside each sleeping area and outside of each separate sleeping area in the immediate vicinity of the bedrooms. In addition, the detectors must meet the following standards:

- In proper operating condition
- On each level of the dwelling unit, including basements but excluding crawl spaces and unfinished attics
- Detectors must be installed in accordance with and meet the requirements of National Fire Protection Association Standard (NFPA) 74 (or successors standards)

**Detectors for the Hearing-Impaired**

- If the unit is occupied by any hearing impaired person, smoke detectors must have an alarm system designed for hearing impaired persons as specified by NFPA 74 (or successor standards).
- Detectors for the hearing impaired are to be requested by the family.

**Installation Requirements For All Smoke Detectors - General**

- Installed inside each sleeping area and outside of each separate sleeping area in the immediate vicinity of the bedrooms.
- On each story of the living unit, including basements and excluding crawl spaces and unfinished attics.
- In split-level units (i.e., adjacent levels with less than one full story separation), a smoke detector installed in the upper level will suffice for the adjacent lower level **unless there is a door between one level and the adjacent lower level.**
- Each detector shall make an alarm that is clearly audible in all bedrooms over background noise with all intervening doors closed.
- Audibility is based upon the noise created by all household equipment that would be in operation at night (such as window air conditioners and room humidifiers).

- In new construction, if more than one detector is required, they will be arranged so that the operation of any detector will cause all other detectors to alarm.
- Hardwired smoke detectors must be on an un-switched portion of a branch circuit or on a dedicated branch circuit.

### **Smoke Detector Installation - Specific Locations**

- In rooms with ceiling slopes more than one foot of rise per eight feet, the detector must be on the high side of the room.
- A smoke detector in a stairwell must be placed to ensure that smoke rising in the stairwell cannot be prevented from reaching the detector because of an intervening door or obstruction.
- A smoke detector placed in a basement must be in close proximity to the stairway leading to the floor above.
- Smoke detectors installed to protect a sleeping room must be located outside of the bedroom but in the immediate vicinity of the sleeping area.

Detectors must be:

- Mounted on the ceiling at least 4 inches from a wall; **or**
- On a wall with the top of the detector not less than 4 inches nor more than 12 inches below the ceiling. If the wall or ceiling could be considerably warmer or colder than the room (such as a poorly insulated ceiling below an unfinished attic or an exterior wall), the detector must be mounted on an interior wall.
- Placed on the bottom of the joist if installed in an area with an open-joisted ceiling
- Located so that jarring or vibration will not cause accidental operation
- Mounted so that they are not supported by the wiring
- Detectors may not be installed in kitchens or garages or other spaces where the temperature can fall below 32 degrees F or exceed 100 degrees F.

Unless specifically listed for this purpose, detectors may not be located closer than 3 feet from:

- The door to a kitchen or bathroom containing a tub or shower
- Supply registers of a forced air heating or cooling system
- Detectors must have an alarm with a minimum rating of 85 dBA at 10 feet (or as low as 75 dBA if installed in the same room as the user, such as a bedroom).

### **Smoke Detectors for the Hearing-Impaired**

An alarm with a visible signal must be installed in the bedroom occupied by the hearing-impaired individual.

- For rooms no larger than 14 feet by 16 feet, the visual alarm must have a minimum rating of 177 candela
- For larger rooms, the visual alarm must be within 16 feet of the pillow

- If the visual alarm is installed more than 24 inches below the ceiling, a minimum rating of 110 candela is allowed

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

The Hall County Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Hall County Housing Authority will require the following additional criteria:

- A. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- B. An overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.
- C. Smoke detectors must be installed according to the City of Grand Island Building Code.

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

- A. Correcting Initial HQS Fail Items

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

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements. Non-emergency repairs that cannot be done timely due to weather conditions will not necessarily be cause for not placing a unit in the program. HCHA will make these determinations on a case by case basis factoring in such items as:

- Landlords history of cooperation and making repairs
- Type of repair needed and severity of the weather (paint repairs for example cannot generally be done in the winter)
- Circumstances and proof of delay that the landlord can document

- B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 17.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner receives proper notice yet fails to correct the HQS failed items within the allotted time frames, the Hall County Housing Authority will abate payment and terminate the contract in accordance with Sections 17.7 and 22.0(g)(i). Time frames may be extended, by policy, for approved issues such as weather related repairs.

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Hall County Housing Authority will terminate assistance for the family in accordance with Sections 22.0(3)(B) and 20.1(N).

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency repair items must be completed within 30 days of the initial inspection.

Note: Non-emergency repairs that cannot be done timely due to weather conditions will not necessarily be cause for not placing a unit in the program. HCHA will make these determinations on a case by case basis factoring in such items as:

- Landlords history of cooperation and making repairs
- Type of repair needed and severity of the weather (paint repairs for example cannot generally be done in the winter)
- Circumstances and proof of delay that the landlord can document

D. Extensions

At the sole discretion of the Hall County Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Hall County Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate

extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

#### **17.6 EMERGENCY FAIL ITEMS**

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

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

#### **17.7 ABATEMENT**

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

When the deficiencies are corrected, the Hall County Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid no later than the first day of the next month. If the deficiencies are not corrected, the abatement will continue until the HAP Contract is terminated.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Hall County

Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

## **18.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES**

HCHA does not pay damage claims effective October 2, 1995.

## **19.0 RECERTIFICATION**

### ***19.1 CHANGES IN LEASE OR RENT***

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

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

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

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. Changes to the term of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

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

### ***19.2 ANNUAL REEXAMINATION***

At least annually the Hall County Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Hall County Housing Authority will send a notification letter to the family informing them that it is time for their annual reexamination and it is necessary to schedule an appointment. The letter includes the Rent Recertification Form for the family to complete in preparation for the interview. If the family fails to respond to the first notification, a second notification will be sent. This second notification states the family is subject to termination of assistance (date of termination will be noted) if they do not respond. Both letters allow for 10 business days to respond. HCHA may make exceptions to this process upon receipt of an approved reasonable accommodation form.

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

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

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

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

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

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

### **19.4 *MISSED APPOINTMENTS***

If the family fails to respond to a recertification appointment letter and/or fails to attend the interview, a second letter will be mailed. The second letter will inform the tenant that failure to set an appointment or to attend it will be cause for voucher termination. The second letter will advise the tenant of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as the original letter.

The Hall County Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Hall County Housing Authority will work closely with the family to find a more suitable time. Families will be offered the right to an informal review before being removed from assistance. The Hall County Housing Authority staff will determine good cause on a case by case basis.

## **19.5 INTERIM REEXAMINATIONS**

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

Families are required to report the following changes to the Hall County Housing Authority between regular reexaminations. The family shall report these changes within 14 calendar days of occurrence. These changes will trigger an interim reexamination.

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

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

1. To whom the voucher was issued.
  2. The interest of minor children or of ill, elderly, or disabled family members.
  3. Whether the assistance should remain with the family members remaining in the unit.
  4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.
- D. All changes in income must be reported. HCHA staff will not issue a rent adjustment for changes less than \$400 dollars annually. All increase and requested decreases greater than \$400 dollars annually will result in a rent adjustment.
  - E. Families are not required to report annual adjustments made by the Social Security Administration.

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



Authority will make determinations on a case-by-case basis. The Hall County Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 21.3.

In order to add a household member (including a live-in aide), other than through birth or adoption, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number, picture I.D., birth certificate and must verify their citizenship/eligible immigrant status. The new family member will go through the screening process similar to the process for applicants. The Hall County Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Hall County Housing Authority will grant approval to add their name to the lease provided that the landlord has also approved the addition. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with Section 19.7 of this Policy.

All changes in income, other than annual adjustments made by the Social Security Administration, and family composition must be reported within fourteen (14) days of its occurrence. Hall County Housing Authority will not issue a rent adjustment for changes less than \$400 dollars annually. All increases above this amount will result in a rent adjustment.

#### ***19.6 SPECIAL REEXAMINATIONS***

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Hall County Housing Authority may schedule special reexaminations every 90 days until the income stabilizes and an annual income can be determined.

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

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as the first month that the change should have been made had there been no delay.

If the family caused the delay, then any increase will be effective on the first of the month following a 30-day notice from the date the rent determination would have been finished

had the family not caused the delay. These time periods will be determined by HCHA. Any reduction will be effective the first of the month after the rent amount is determined.

In all cases, changes will be made following the verification procedures outlined in Section 13. Once verification has been received, adjustments will be made as explained above.

## **20.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE HALL COUNTY HOUSING AUTHORITY**

### ***20.1 GENERAL PROVISIONS***

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

- A. If the family violates any family obligations under the program:
- B. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- C. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement);
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling;
- H. Destruction of landlord property;
- I. Any criminal activity on the property or drug-related criminal activity on or off the premises.
- J. Non-compliance with Non-Citizen Rule requirements;
- K. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority. The

14 day total will be an accumulated amount for every guest of the tenant. Yearly totals will be recorded from a January to December calendar; and

- L. One Strike & You're Out Violation
- M. Failure to provide Social Security Numbers for anyone in the family
- N. Failure to make correction to an HQS deficiency caused by the family
- O. **Terminated for Life:** Have a family member who has been convicted of manufacturing or producing methamphetamine (speed);
- P. **Terminated for Life:** Has a lifetime registration under a State sex offender registration program;
- Q. **Terminated for Life:** Have engaged in or threatened abusive or violent behavior towards any Hall County Housing Authority staff;
- R. Other good cause.

## **20.2 SPECIAL PROVISION – FAMILY REUNIFICATION**

HCHA will make a reasonable attempt to keep families in housing when a family member is charged with a felony crime and the children are state wards. If there is a reasonable expectation that the children will be reunified with the parent(s) and the following circumstances exist, the Executive Director may delay or suspend termination under the “One Strike & You're Out” Provision.

- A. The family must agree that the HCHA Social Worker be completely involved in all aspects of the case. The family must sign a release of information giving the HCHA Social Worker access to all involved parties including, but not limited to: Health and Human Services (HHS) caseworker, prosecutor, lawyer, police, foster parents, therapists, and additional family members.
- B. There must be a goal established with HHS for family reunification
- C. The family must be cooperative with all aspects of HHS's reunification plan (i.e. visitation, treatment, classes, employment, housing, etc.)
- D. The family must make all attempts to attend court hearings and appointments with HHS caseworker. If appointments are missed, communication must be made by the family to the appropriate support worker.
- E. The family must continue to abide by all lease terms and HCHA policies.

- F. The felony charge against the family member must be dismissed, found innocent or pled down to a misdemeanor for the family to remain in HCHA housing.
- G. Family reunification must happen in a timely manner. If children are not returned to the household within 9 months of being removed and the family is abiding by all of the other guidelines, the adult family member(s) will be transferred to a one bedroom until there is a confirmed timeline of the reunification.

Failure of the family to comply with any or all of the above guidelines will result in HCHA terminating assistance.

## **21.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

### ***21.1 COMPLAINTS***

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

### ***21.2 INFORMAL REVIEW FOR THE APPLICANT***

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

Applicants denied for assistance in the HCV Program will receive prompt notice of this decision when determined. The notice will contain a brief statement of the reasons for the HCHA decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

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

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

1. A determination of the family unit size under the Hall County Housing Authority subsidy standards.
2. A Hall County Housing Authority determination not to approve an extension or suspension of a voucher term.

3. A Hall County Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Hall County Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A Hall County Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Hall County Housing Authority.

C. Informal Review Process

The Hall County Housing Authority will give an applicant an opportunity for an informal review of the HCHA decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Hall County Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the Hall County Housing Authority decision.
3. The Hall County Housing Authority will notify the applicant of the Hall County Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

Timeframes for applicant notification are not applicable in situations that are beyond the control of HCHA (example – HCHA is awaiting verifications or other forms of information from a third party).

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure to act, will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the housing authority seeks to terminate assistance due to the illegal use of a controlled substance or abuse of alcohol by a family member. For purposes of this policy, any household member who has a drug or drug related crime, including possession of drug paraphernalia, within the last five years, will be considered an unacceptable risk and will be denied. The Hall County Housing Authority may waive this requirement if;

1. The person demonstrates to the Hall County Housing Authority's satisfaction that he/she is no longer engaging in drug-related criminal activity or abuse of alcohol; and
2. Has successfully completed a supervised drug or alcohol rehabilitation program that is of at least 6 months in duration, has actively been participating in a supervised drug or alcohol rehabilitation program for a period not less than 6 months or has successfully completed a supervised drug or alcohol rehabilitation program of a shorter duration and was actively involved in an after care program for at least a 6 month period of time after the completion of such program;

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Hall County Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

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

### **21.3 INFORMAL HEARINGS FOR PARTICIPANTS**

A. When a Hearing is Required

1. The Hall County Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following HCHA decisions relating to the individual circumstances of a participant

family are in accordance with the law, HUD regulations, and HCHA policies:

- a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Hall County Housing Authority utility allowance schedule.
  - c. A determination of the family unit size under the Hall County Housing Authority subsidy standards.
  - d. A determination that a HCV Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Hall County Housing Authority subsidy standards, or the Hall County Housing Authority determination to deny the family's request for an exception from the standards.
  - e. A determination to terminate assistance for a participant family because of the family's action or failure to act, with exceptions noted in "One Strike & You're Out".
  - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Hall County Housing Authority policy and HUD rules.
2. In cases described in paragraphs 21.3(A)(1)(d), (e), and (f) of this Section, the Hall County Housing Authority will give the opportunity for an informal hearing before HCHA terminates housing assistance payments for the family under an outstanding HAP contract.

**B. When a Hearing is not Required**

The Hall County Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Hall County Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Hall County Housing Authority schedule of utility allowances for families in the program.

4. A Hall County Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
5. A Hall County Housing Authority determination not to approve a unit or lease.
6. A Hall County Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Hall County Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Hall County Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Hall County Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 21.3(A)(1)(a), (b), and (c) of this Section, the Hall County Housing Authority will notify the family that the family may ask for an explanation of the basis of the Hall County Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 21.3(A)(1)(d), (e), and (f) of this Section, the Hall County Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision; and
  - b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Hall County Housing Authority and participants will adhere to the following procedures:

1. Discovery
  - a. The family will be given the opportunity to examine before the hearing any Hall County Housing Authority documents that are



directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Hall County Housing Authority does not make the document(s) available for examination on request of the family, the Hall County Housing Authority may not rely on the document at the hearing.

- b. The Hall County Housing Authority will be given the opportunity to examine, at the Hall County Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Hall County Housing Authority will be allowed to copy any such document at the Hall County Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Hall County Housing Authority, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

## 2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

## 3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Hall County Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Hall County Housing Authority hearing procedures.

## 4. Evidence

The Hall County Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

## 5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the

evidence presented at the hearing. Timeframes for applicant notification are not applicable in situations that are beyond the control of HCHA (example – HCHA is awaiting verifications or other forms of information from a third party).

6. Effect of the Decision

The Hall County Housing Authority is not bound by a hearing decision in the following circumstances:

- a. When the decision exceeds the authority of the person conducting the hearing under the Hall County Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

If the Hall County Housing Authority determines that it is not bound by a hearing decision based upon these factors, the Hall County Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the housing authority seeks to terminate assistance due to the illegal use of a controlled substance or abuse of alcohol by a family member. For purposes of this policy, any household member who has a drug or drug related crime, including possession of drug paraphernalia, within the last five years, will be considered an unacceptable risk and will be denied. The Hall County Housing Authority may waive this requirement if;

1. The person demonstrates to the Hall County Housing Authority's satisfaction that he/she is no longer engaging in drug-related criminal activity or abuse of alcohol; and
  2. Has successfully completed a supervised drug or alcohol rehabilitation program that is of at least 6 months in duration, has actively been participating in a supervised drug or alcohol rehabilitation program for a period not less than 6 months or has successfully completed a supervised drug or alcohol rehabilitation program of a shorter duration and was actively involved in an after care program for at least a 6 month period of time after the completion of such program;
- F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Hall County Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

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

## **22.0 TERMINATION OF THE LEASE AND CONTRACT**

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Hall County Housing Authority. Under some circumstances the contract automatically terminates.

### **A. Termination of the Lease**

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Hall County Housing Authority after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner

- a. The owner may terminate the lease on the following grounds:
  - i. Serious or repeated violations of the terms or conditions of the lease;
  - ii. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
  - iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
  - iv. Any drug-related or violent criminal activity by a member of the tenant household or guest;
  - v. Other good cause. Other good cause may include, but is not limited to:
    - (1) Failure by the family to accept the offer of a new lease;
    - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
    - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
    - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the Hall County Housing Authority a copy of any owner eviction

notice to the tenant within 2 days of the owner giving the notice to the tenant.

- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

- B. Termination of the Contract

1. Automatic termination of the contract

- a. If the Hall County Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Hall County Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- c. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- d. When the family breaks up and the Hall County Housing Authority
- e. The Hall County Housing Authority determines that the family members who move from the unit will continue to receive the assistance.

- f. The Hall County Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- g. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
  - v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.
- h. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program .

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

## **23.0 VIOLENCE AGAINST WOMEN ACT**

### ***23.1 PURPOSE AND APPLICABILITY***

The purpose of the Hall County Housing Authority – Violence Against Women Act policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more

generally to set forth HCHA's (Hall County Housing Authority) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by HCHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

### **23.2 GOALS AND OBJECTIVES**

This Policy has the following principal goals and objectives:

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

### **Other HCHA Policies and Procedures**

This Policy shall be referenced in and attached to HCHA's Five-Year Public Housing Agency Plan and HCHA's Annual Agency Plan when/if applicable. This policy shall also be incorporated in and made a part of HCHA's Admissions and Continued Occupancy Policy as well as the HCHA Administrative Plan.

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

### **23.3 DEFINITIONS**

As used in this Policy:

- A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant

monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.”

B. *Dating Violence* – means violence committed by a person—

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship.
  - (ii) The type of relationship.
  - (iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

- (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
  - (i) that person;
  - (ii) a member of the immediate family of that person; or
  - (iii) the spouse or intimate partner of that person;

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

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

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

#### **23.4 ADMISSIONS AND SCREENING**

*Non-Denial of Assistance* - HCHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

#### **23.5 TERMINATION OF TENANCY OR ASSISTANCE**



- A. *VAWA Protections* - Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by HCHA:
1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
  2. In addition to the foregoing, tenancy or assistance will not be terminated by HCHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
    - (a) Nothing contained in this paragraph shall limit any otherwise available authority of HCHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither HCHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
    - (b) Nothing contained in this paragraph shall be construed to limit the authority of HCHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or HCHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
    - (c) Nothing contained in this paragraph or policy shall be construed to limit the authority of HCHA or a Section 8 owner or manager to evict or terminate the assistance of the applicant or tenant who is the perpetrator of the violent act.
- B. *Removal of Perpetrator* - Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, HCHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the

victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by HCHA. Leases used for all public housing operated by HCHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by HCHA, shall contain provisions setting forth the substance of this paragraph.

- C. *Protections Limited* – The VAWA is designed to provide protections for victims of domestic violence and their families. However, these protections are limited to the specific incident(s) of violence. For example, perpetrators who have been banned and are allowed into the home of a victim by the victim, their families or guests are still subject to eviction under the “One strike You’re Out Policy”. The original incident would not provide protections for the violation that occurred at a later date despite their status as a domestic violence victim.

### **23.6 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING**

- A. *Requirement for Verification.* The law allows, but does not require, HCHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., HCHA shall require verification in all cases where an individual claims protection against any action proposed to be taken by HCHA using the protections found in this policy as justification for that protection. Section 8 owners or managers receiving rental assistance administered by HCHA may elect to require verification, or not to require it as permitted under applicable law.

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

1. *HUD-approved form* - by providing to HCHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident(s) in question is a bona fide incident(s) of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident(s) in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. *Other documentation* - by providing to HCHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the

documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident(s) of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to HCHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident(s) in question.
- B. *Time requirements to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident(s) of actual or threatened domestic violence, dating violence or stalking, and who is requested by HCHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- C. *Waiver of verification requirement.* The Executive Director of HCHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

### **23.7 CONFIDENTIALITY**

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to HCHA or to a Section 8 owner or manager in connection with a verification required under Section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
  1. requested or consented to by the individual in writing, or
  2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
  3. otherwise required by applicable law.
- B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by HCHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

### **23.8 TRANSFER TO NEW RESIDENCE**

- A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, HCHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or HCV tenant to a different unit in order to reduce the level of risk to the individual. This transfer may also occur between programs if deemed necessary by HCHA. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- B. *Action on applications.* HCHA will act upon such an application in an expedient and responsible fashion.
- C. *No right to transfer.* HCHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of HCV assistance as provided in Section 23.8 Part D below, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of HCHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. *Portability.* HCV assisted tenant will not be denied portability to a unit located in another jurisdiction, unless the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months. The tenant must be in compliance with all other requirements of the HCV program and is moving from the unit in order to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

### **23.9 COURT ORDERS/FAMILY BREAK-UP**

- A. *Court orders.* It is HCHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by HCHA.
- B. *Family break-up.* Other HCHA policies regarding family break-up are contained in this document (22.0 (B)(3)(e) and 19.5(C).

### **23.10 RELATIONSHIPS WITH SERVICE PROVIDERS**

It is the policy of HCHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If HCHA staff become aware that an individual assisted by HCHA is a victim of domestic violence, dating violence or stalking, HCHA will refer the victim to such providers of shelter or services as

appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring HCHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case.

### ***23.11 NOTIFICATION***

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

### ***23.12 RELATIONSHIP WITH OTHER APPLICABLE LAWS***

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

### ***23.13 AMENDMENT***

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

## **24.0 CHARGES AGAINST THE HCV ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for the Hall County Housing Authority to spend money from its HCV Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Hall County Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to \$50,000.00 for authorized expenditures.

Any item(s) exceeding \$50,000.00 will require prior Board of Commissioner approval before any charge is made against the HCV Administrative Fee Reserve.

## **25.0 INTELLECTUAL PROPERTY RIGHTS**

No program receipts may be used to indemnify contractors or subcontractors of the Hall County Housing Authority against costs associated with any judgment of infringement of intellectual property rights.

## **26.0 QUALITY CONTROL OF HOUSING CHOICE VOUCHER PROGRAM**

In order to maintain the appropriate quality standards for the HCV program, the Hall County Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the HCV Management Assessment Program for our size housing authority.

## GLOSSARY

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

**Absorption:** In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

**Accessible:** The facility or portion of the facility can be approached, entered and used by individuals with physical handicaps.

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

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Fee Reserve:** Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes. See 982.155. Administrative fee reserves from FY 2004 and 2005 funding are further restricted to activities related to the provision of tenant-based rental assistance authorized under Section 8.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

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

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

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

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

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

**Assets:** see net family assets.

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

**Assisted lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

**Auxiliary aids:** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance.

**Budget authority:** An amount authorized and appropriated by the congress for payment to HAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.



**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

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

**Child care expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen:** A citizen or national of the United States.

**Co-head:** An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Computer match:** The automated comparison of data bases containing records about individuals.

**Confirmatory review:** An on-site review performed by HUD to verify the management performance of a PHA.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

**Consent form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

**Contract:** (See Housing Assistance Payments Contract.)

**Contract authority:** The maximum annual payment by HUD to a PHA for a funding increment.

**Cooperative** (term includes mutual housing): Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: see 982.169.

**Covered Families:** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

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

**Department:** The Department of Housing and Urban Development.

**Dependent:** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Disability assistance expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled family:** A family whose head, spouse, cohead, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

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

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

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

**Drug-related criminal activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities. Includes any work activities as defined in the Social Security Act (42 U.S.C. 607 (d)). Also see §5.603(c).

**Elderly family:** A family whose head, spouse, cohead, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly person:** A person who is at least 62 years of age.

**Eligible Family (Family):** A family that is income eligible and meets the other requirements of the Act and Part 5 of 24 CFR.

**Employer Identification Number (EIN):** The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status. (See §5.508(b).)

**Exception rent:** An amount that exceeds the published fair market rent.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Facility:** All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.

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

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family:** Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

**Family Rent to Owner:** In the voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

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

**Federal Agency:** A department of the executive branch of the Federal Government.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

**Foster Child Care Payment:** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**Full-time student:** A person who is 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.

**Funding Increment:** Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

**Gang:** A group of persons working to unlawful or antisocial ends as determined by law enforcement.

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**Handicap:** Any condition or characteristic that renders a person an individual with handicaps. See 24CFR 8.3.

**Handicap Assistance Expense:** See “Disability Assistance Expense.”

**HAP Contract:** Housing assistance payments contract. (Contract). A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. (“PHA” and “HA” mean the same thing.)

**Housing Choice Voucher (Also Known as Section 8):** Tenant based rental assistance authorized under Section 8 of the 1937 Act.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the voucher program.

**HUD:** The Department of Housing and Urban Development.

**Imputed Asset:** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

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

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

**Income:** Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

**Income For Eligibility:** Annual Income.

**Income information** means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources.
- All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee; and the name full address, telephone number, and when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment, wages and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

**Individual with handicaps:** Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

**Initial Housing Authority (PHA):** In portability, both: (1) a housing authority (PHA) that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority (PHA) that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the HAP contract term.

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

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Landlord:** Either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority (PHA).

**Legal capacity:** The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

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

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

**Local Preference:** A preference used by the PHA to select among applicant families.

**Low-income families:** A family whose income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income limits higher or lower than 80% for areas with unusually high or low incomes.

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufactured home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculated adjusted income for medical expenses in excess of 3% of annual income.

**Minor:** A member of the family household other than the family head or spouse, who is under 18 years of age.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Near-elderly family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**Net family assets:**

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received there from. In the case of a disposition as part of a separation or divorce settlement, the disposition will not



be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Noncitizen:** A person who is neither a citizen nor national of the United States.

**Notice of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

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

**Office of General Counsel (OGC):** The General Counsel of HUD.

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**PHA Plan:** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

**PHA's *quality control sample*:** An annual sample of files or records drawn in an unbiased manner and reviewed by a PHA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements. For minimum sample size see CFR 985.3.

**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by family).

**Person with disabilities:** A person who:

- a. Has a disability as defined in 42 U.S.C. 423

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind (within the meaning of "blindness" as defined in section 416 (i)(1) of this title), inability by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- b. They are determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - (1) is expected to be of long-continued and indefinite duration,
  - (2) substantially impedes their ability to live independently; and
  - (3) is of such a nature that such ability could be improved by more suitable housing conditions, or
- c. They are functionally disabled as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C. 6001(7)].

"Severe chronic disability that:

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

Persons who have acquired Immunodeficiency syndrome (AIDS) or any conditions arising from the AIDS virus are not excluded from this definition.

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

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Processing Entity:** The person or entity who is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

**Project Owner:** The person or entity that owns the housing project containing the assisted dwelling unit.

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

**Public Assistance:** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state or local governments.

**Public Housing Agency (PHA):** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable Accommodation:** A change, adaptation or modification to a policy, structure, program or service which will allow a qualified person with a disability to participate in a program or utilize a service. An accommodation is reasonable if it is determined to be related to the individual's disability, if it is determined that the change or modification will provide the desired effects in the most economical and efficient manner and if the request does not impose an undue financial hardship on the entity the request is being made to and does not require a fundamental alteration in the nature of the provider's operation.

**Reasonable Rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Authority (PHA):** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

**Re-certification:** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported.

**Remaining member of a tenant family:** Person left in assisted housing who may or may not normally qualify for assistance on own circumstances (i.e. an elderly spouse dies, leaving widow age 47 who is not disabled)

**Rent to owner:** The monthly rent payable to the owner under the lease for the unit (also known as contract rent). Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Residency Preference:** A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (“resident preference area”).

**Residency Preference Area:** The specified area where families must reside to qualify for a residency preference.

**Responsible Entity:** For the public housing program and the Section 8 tenant-based assistance program, project-based certificate assistance, and moderate rehabilitation programs the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**Secretary:** The Secretary of Housing and Urban Development

**Section 8 (Also Known as Housing Choice Voucher):** Section 8 of the United State Housing Act of 1937.

**Section 8 covered programs:** All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under section 202 of the Housing Act of 1959.

**Section 214:** Section 214 of the Housing and Community Development Act of 1980, as amended.

**Section 214 covered programs:** The collective term for the HUD programs to which restrictions imposed by Section 214 apply. These programs are set forth in §5.500.

**Security Deposit:** A dollar amount (maximum set according to State, Federal or local law) which can be used for unpaid rent or damages to the owner upon termination of the lease.

**Set-up charges:** In a manufactured home space rental: Charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

**Single person:** Someone living alone or intending to live alone.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Social Security Number (SSN):** The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person’s earnings reported to

the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**Specified welfare benefit reduction:** Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**Spouse:** The marriage partner of the head of household.

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

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension. This practice is also called "tolling".

**Tenancy Addendum:** For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Tenant Rent to Owner:** See "Family rent to owner".

**Term of Lease:** The amount of time a tenant agrees in writing to live in a dwelling unit.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total tenant payment (TTP):** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**Unit:** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

**Up-front Income Verification (UIV):** UIV is the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

**Utility allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner.

**Very low-income families:** Families whose annual income do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the housing choice voucher program.

**Violence Against Women Reauthorization Act (VAWA) of 2005:** prohibits denying admission to the project to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence or stalking. VAWA also provides similar protections for current participants allowing them to bifurcate the lease and terminating assistance to the perpetrator and protecting the victim.

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**Voucher (Housing Choice Voucher):** A document issued by a PHA to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with unexpired search time.

**Voucher Program:** The housing choice voucher program.

**Waiting list admission:** An admission from the PHA waiting list. [24 CFR 982.4]

**Welfare assistance:** Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. FOR THE FSS PROGRAM (984.103(b)), “welfare assistance” includes only cash maintenance payments from Federal or State programs designed to meet a family’s ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

**Welfare -to-Work (MTW) families:** Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

## ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment



# CONTINUED OCCUPANCY AND COMMUNITY SERVICE POLICY

## GENERAL

In order to be eligible for continued occupancy, each adult family member (18 years and older) must either (1) contribute eight hours per month of Community Service (not including political activities) or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

## EXEMPTIONS

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

- A. Family members who are 62 years old or older. Family members turning 62 years of age are not exempt of any hours that they had accrued prior to turning 62. These hours are still required unless a reasonable accommodation is requested and approved.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who provide a medical letter from a professional, stating a family member's inability to fulfill the Community Service requirement due to health concerns.
  - Medical Letters need to be updated every two years for residents who are not currently receiving Supplemental Security Income (SSI) or Social Security Disability (SSD).

Individuals who owe Community Service hours prior to being determined disabled may have those hours excused provided proper documentation is providing proving that the individual in question is not able to perform Community Service.

- C. Family members who are the primary caregiver for someone who is blind or disabled as set forth in Paragraph B above and have provided verification to the Housing Authority of their caregiver status. Family members meeting the primary caregiver criteria and whom owe Community Service hours prior to meeting this exemption will have those hours owed excused.
- D. Family members engaged in work or school/educational activities for at least 8 hours a month. Those engaged in educational activities must provide verification of their student/educational status. These activities would include the following:
  - Private and/or public sector employment
  - On-the-job training
  - Job readiness assistance (i.e. Vocational Rehabilitation or Workforce Development)

- Vocational educational training, (i.e. Employment First and Adult Basic Education)
- Education (i.e. high school, GED classes, college courses, literary classes, credit counseling, internships)

Family members who owe for Community Service hours prior to meeting this exemption will be required to maintain this exemption for a period of no less than 6 consecutive months prior to having those hours excused. HCHA will accept a combination of the exemptions in this heading to meet the criteria provided it is consecutive.

- E. Family members receiving assistance under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work, TANF and who are in compliance with this program.

Family members who owe for Community Service hours prior to meeting this exemption will be required to complete those hours owed. Job training and other similar exemption activities may count towards hours owed once the required 8 hours of betterment activity is reached per month. For example, a family member who is receiving TANF and is attending 20 hours per month of job training activity may count 12 of those hours towards any back hours owed.

In all the above cases it will be necessary for the Hall County Housing Authority to verify the tenant exemption.

## **NOTIFICATION OF THE REQUIREMENT**

The Hall County Housing Authority shall identify all adult family members who are not exempt from the Community Service Requirement and explain the requirement at the initial move-in appointment. Reviews will be done annually for each family receiving on the program and tenants not meeting an exemption for this requirement will be notified of their responsibilities under this rule. This will be done as follows:

Every year during re-certification appointments the Hall County Housing Authority will review the tenant's Community Service documents. At this time, resident families must bring in all required Community Service information (if they have not done so monthly as required). Any resident questions or concerns can be handled during the annual reexamination. Annual Community Service Renewal forms, stating Compliance or Non-Compliance, will be signed and explained during this meeting.

HCHA will monitor tenant status throughout the year including during interim exams and provide updates to community service participants quarterly.

## **VOLUNTEER OPPORTUNITIES**

Community Service includes performing work or duties for the public benefit as well as to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-

responsibility of the resident within the community. Eligible Community Service activities include, but are not limited to the following as found in (PH Occ GB, p.174):

- A. Institutions, such as schools, child care centers, hospitals, hospice, recreation centers, senior centers, adult day care facilities, homeless shelters, food pantries, etc.
- B. Nonprofit Organizations, such as Boy or Girl Scouts, 4-H programs, community clean-up programs, Meals on Wheels, etc.
- C. The Housing Authority reserves the right to use its own discretion in deciding if area agencies or services classify as appropriate volunteer sites and duties.

An economic self-sufficiency program is one which is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. This program includes substance abuse or mental health counseling, parenting classes, workshops, etc. which are offered to prepare individuals toward work and self-sufficiency.

Assistance provided to family members is not recognized as community service by HCHA unless it meets the criteria as described in 15.2 Part C of this policy.

The Hall County Housing Authority will provide a list of area agencies which offer Community Service options for Public Housing residents. Residents are not limited to doing their Community Service hours at the agencies listed by the Hall County Housing Authority. It is up to the resident to coordinate with the applicable social services agency, church, school, nursing home, etc. of their choice, in order to perform their Community Service responsibilities. The Social Worker at the Housing Authority will be available to assist residents on an as needed basis with Community Service questions, etc. The tenants should bring in their Community Service hours monthly to the Housing Authority in order for the Hall County Housing Authority to ensure compliance. The Hall County Housing Authority reserves the right to check on resident hours with the resident's volunteer site of choice at any time.

Together with the resident advisory councils, the Hall County Housing Authority may offer volunteer opportunities. Community Service hours could be offered when residents participate in council meetings, organize and facilitate hall activities and dinners, help set up, decorate, clean up, and take down resident events. These hours will be provided and accepted at the discretion of the Housing Authority.

## **THE PROCESS**

At the tenant's admission meeting and each annual reexamination thereafter, as determined necessary by HCHA, the following will be performed:

- A. Inform and explain the Community Service Requirement to the family members.

- B. Provide a list of Community Service options to the family members.
- C. Discuss how to obtain suitable Community Service positions.
- D. Provide a Community Service Verification form for the tenants' Community Service supervisor to fill out and sign. It is the residents' responsibility to hand in their hours to the Housing Authority.
- E. A compliance review of the Community Service Requirement will be done prior to the family's next lease recertification. All non-exempt family members will sign an Annual Renewal form. Noncompliant residents must commit to making up missing hours from the past year, while maintaining the 8 hours per month requirement the following year.

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

The Hall County Housing Authority will notify any family member found to be in noncompliance before their recertification, of the following (Notice PIH-2009-48):

- A. The family member(s) has been determined to be in noncompliance with the Community Service Requirement (late, behind or missing Community Service hours for previous months);
- B. That the determination is subject to the grievance procedure;
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated; and
- D. That unless the agreement is complied with, the lease will not be renewed the following year.

### **OPPORTUNITY FOR CURE**

The Hall County Housing Authority will offer the family member(s) the opportunity to enter into a Community Service agreement if found noncompliant with the Community Service Requirement at recertification. The agreement shall state the family member(s) agrees to enter into an economic self-sufficiency program or agrees to perform Community Service for as many hours as needed to comply with the requirement over the past 12-month period.

Once non-compliance of a family member is discovered, the family member and the head of household must sign forms to ensure the missing hours are made-up. This ensures the head of household is aware of the requirement and the family members' non-compliance. In the event these hours do not get made up in the next 12 months, lease termination will

take place for the entire family. The cure shall occur over the 12-month period beginning with the date on the agreement. The resident shall, at the same time stay current with that year's Community Service Requirement. The first hours a noncompliant resident earns goes toward the current month's commitment, any additional hours earned are then credited toward the missing hours from the previous months.

A staff member will assist the family member in identifying volunteer opportunities and will track compliance. While in agreement to make-up for past hours, it is essential the resident family members work closely with the Hall County Housing Authority.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic Self-Sufficiency Program, or falls behind in their obligation under the agreement to perform Community Service, the Hall County Housing Authority shall take action to terminate the lease.

### **COMMUNITY SERVICE STATUS CHANGE**

Residents who move from "exempt" status to "non-exempt" will begin "non-exempt" status starting the first full month upon the event resulting in the change of status. The Hall County Housing Authority will utilize this date when determining Community Service hours owed and not the reporting date. It is the resident's responsibility to report a status change to the Housing Authority and provide needed documentation. Resident families who do not provide needed documentation to the Housing Authority may be found in non-compliance for non-cooperation.

Residents moving from "non-exempt" status to "exempt" status shall be subject to Section 15.2 in regard to the extent their community service hours currently owed may be forgiven.

### **PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the Community Service Requirement, the Hall County Housing Authority may not substitute Community Service or Self-Sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

# **“ONE STRIKE & YOU’RE OUT” POLICY**

## **I. Introduction**

On March 28, 1996, President Clinton issued an Executive Order requiring the implementation of screening procedures and immediate eviction or termination of assistance from federally funded housing programs of persons who engage in drug related or serious criminal activity. President Clinton directed HUD to issue national guidelines to enforce this policy through tenant screening and lease agreements.

In response to that executive order, the Hall County Housing Authority has adopted a "One Strike & You're Out" policy.

## **II. Applicant Screening**

All applicants, including all members of the family 18 years or older, will be screened for suitability of tenancy as stated in the Admissions and Continued Occupancy Policy and the Administrative Plan. A family will be denied housing opportunities if the following apply:

### **A. Drug-related Criminal Activity**

Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, or use a controlled substance. HCHA will consider applicants with any drug related history in violation of this policy. This includes but is not limited to possession of drug paraphernalia, possession of marijuana and other relatively less severe criminal drug related acts.

### **B. Alcohol Abuse**

Alcohol abuse is defined as reasonable cause to believe that a person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises shared by other residents.

### **C. Serious Criminal Activity**

Serious criminal activity is defined as any crime which is of a violent, sexual, or drug related nature. Any crime that is considered a felony by law enforcement agencies will also be considered as serious criminal activity.

### **D. Outstanding Warrants**

Any applicant with an outstanding warrant will not be admitted to housing while that warrant is active regardless of what that warrant is for. Warrants will be resolved prior to admittance to any HCHA Programs.

### **E. Gang Related Activity**

Any person listed on the application that has been identified as a gang member by a law enforcement agency or has been involved in gang related activity (on or off HCHA property) in the last five years will be subject to this policy. HCHA will consider any

evidence provided that may refute the gang membership or activity when making this determination.

If a member of a family has engaged in any of the above definitions within the last 5 years, they will be denied. Certain violations such as a conviction of manufacturing or producing Methamphetamine will result in lifetime housing denials (see Admissions & Continued Occupancy Policy or Administrative Plan for detailed information).

Any applicant family that is deemed ineligible as a result of the Hall County Housing Authority's screening process shall be afforded the opportunity for an informal review pursuant to the established policy.

### **III. Tenant Eviction – Termination of Assistance**

It is the policy of the Hall County Housing Authority that the public housing and Section 8 programs shall not be available to tenants or members of their households who engage in criminal activity or who have guests or other invitee who engage in such activity. To this end, tenant hereby covenants and agrees as follows:

A. During the term of his or her tenancy hereunder, tenant shall not engage in any criminal activity whether the activity occurs on the leased premises, on or near the development or in any other location whatsoever; and

B. During the term of his or her tenancy, no member of tenant's household that resides with the tenant during the term hereof, whether a minor or an adult, shall engage in any criminal activity, whether that activity is on the leased premises, on or near the housing development of which the leased premises are a part, or in any other location whatsoever. It shall be presumed that any individual who is listed on this lease as a member of tenant's household, or who otherwise is listed in management's files as a member of tenant's household and who engages in any criminal activity resides with tenant unless tenant before the date of any incident giving rise to criminal activity, shall have specifically informed management, in writing, that said individual is no longer a member of his or her household and no longer resides upon the leased premises. Further, tenant is responsible for the actions of any guest invited onto the grounds by the tenant or on the grounds by tenant consent; and

C. For purposes of this covenant, criminal activity shall include, but not be limited to any of the following serious misconduct.

1. Physical assault or the threat of physical assault to any person whatsoever;
2. Illegal use of a firearm or other weapon or the threat of illegal use of a firearm or other weapon.
3. Illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance, unless such controlled substance was obtained directly from or pursuant to a valid

prescription or order by a practitioner as defined by (21) of section 28-401 of the laws of the State of Nebraska, while acting in the course of his or her professional practice. HCHA will consider tenants who have committed any drug related crime in violation of this policy. Drug related crime includes but is not limited to possession of drug paraphernalia, possession of marijuana and other relatively less severe criminal drug related acts as well as all misdemeanor and felony related drug activity.

4. Sexual molestation, debauchery of a minor, prostitution and other similar related serious misconduct.
  5. Inviting a known banned person onto the property by a resident is grounds for lease termination and eviction from the premises. For purposes of this policy an invitation would be defined as allowing a known banned individual into the tenant home or accompanying them on the property without notifying law enforcement within 10 minutes of their arrival. A list of such persons is printed at the Administrative office.
  6. If HCHA determines that a tenant's excessive use or habitual misuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, the HCHA may terminate the lease.
- D. Tenants identified as gang members or involved in gang related activity (on or off HCHA property), as determined by law enforcement agencies, will be terminated from the Housing Choice Voucher program or be evicted from Public Housing.
1. Gang members identified on HCHA grounds will be subject to HCHA Ban and Bar provisions.

Compliance with this covenant is a material condition for continued occupancy of the leased premises by the tenant or continued tenant based assistance, and any breach of this covenant by tenant shall be cause for termination of this lease and eviction from the premises or termination of assistance. If the HCHA believes, in good faith, that a breach of this covenant has occurred, it may terminate this tenancy or assistance without regard to the following:

1. Whether or not any person, whose conduct is at issue, has been arrested, charged, or convicted by law; or
2. Whether or not the tenant had any knowledge in fact, of criminal activity engaged in by a member of said tenant's household or of any guests or invitee of said tenant or of a member of said tenant's house hold.

For purposes of this covenant, it shall be conclusively presumed that a breach hereof constitutes a serious and clear danger to the health or safety of other tenants or employees



of HCHA. Due to the nature of these issues, the Hall County Housing Authority will not grant Administrative Hearings and/or Informal Reviews to current housing participants who violate this policy. Notwithstanding the foregoing, however, it shall be HCHA's duty, in any eviction or termination proceedings to prove by preponderance of evidence that a breach of this covenant has occurred.

Note: A preponderance of evidence does not require an arrest and/or conviction for criminal activity. It is only necessary that the Hall County Housing Authority have enough credible information that a strong indication of; or a history of criminal behavior. Determinations of ineligibility are “civil” rather than “criminal” matters, therefore, “proof beyond reasonable doubt” is not required in order to make determinations of ineligibility, eviction or assistance termination under this policy.

## **PARKING POLICY**

### *Golden Age Village*

Every resident at Golden Age Village (Rainbow Terrace, Pletcher Terrace, Golden Towers, Centennial Towers) must abide by the parking rules and regulations as set forth in this section.

Households may park one vehicle in the lots surrounding the complex (this includes street parking near Pletcher Terrace). Second vehicles and overnight guests are required to park in the overflow lot located north of the Administration Building. The lot to the south of the Administration Building is for HCHA business parking only. There are no assigned resident spaces and residents may park in any lot on the complex provided additional vehicles are parked in the specified HCHA overflow lot. HCHA may grant exceptions to the one vehicle per household rule if it is felt by the Hall County Housing Authority that two vehicles are necessary to the family. An example may be a household who has two family members that both work every day.

All vehicles in the main lots or the overflow lot must be properly plated and in working condition. Written permission must be obtained from the Administrative Office to park plated and operable campers, RV's, trailers or non-motorized vehicles. Any violator of this code will be notified and given an opportunity to move the vehicle. If the vehicle is not moved within the allotted time, the vehicle will be towed. If the owner cannot be identify or located, the vehicle will be towed within 48 hours after a notice has been posted on the vehicle.

All residents will be required to register vehicles with HCHA and will be asked to provide identifying information about their vehicle(s). This information should include the Model and year of the vehicle, as well as the license plate number. Any tenant who does not supply this information may have their vehicle towed and may be evicted for non-compliance. It is the resident responsibility to keep HCHA informed of any changes in vehicle status or ownership.

No parking or driving is allowed on the grass surrounding the buildings. No parking is allowed in marked handicapped spaces unless a handicapped permit, as assigned by the city of Grand Island or State of Nebraska, is displayed in the vehicle.

No inoperative vehicles may be parked on HCHA property at any time. 48 hours will be granted after a warning sticker has been affixed to the windshield informing the owner that the vehicle needs repaired. If the vehicle is not operable within 48 hours, it may be towed unless specifically stated otherwise.

Residents are not permitted to repair vehicles on HCHA property. This includes but is not limited to oil changes and/or transmission fluid changes, engine, brakes or air conditioners repair. Minor repairs, such as tire, battery, or light replacements will be allowed.

Vehicles not in compliance with this policy may be towed at the owner's expense.

# **PARKING POLICY**

## **WESTERN / ORLEANS FAMILY APARTMENTS**

The Hall County Housing Authority has assigned and numbered one (1) parking stall for each apartment. These numbered spaces are mandatory and may not be changed. No car will be permitted to park at any time in any numbered stall that is not registered to the lessee of the apartment to which that parking space is assigned. Each car must have a parking permit properly affixed to the lower right corner of the windshield.

After furnishing proof of ownership, one parking sticker will be issued for each car of each adult on the lease and will be issued by HCHA at the Administrative Office during normal business hours. It is the sole responsibility of each resident to obtain the parking permit.

Upon proper verification of need, any resident can obtain a temporary parking permit for an alternative vehicle at the HCHA office. Resident families who have more than one vehicle may park only one (1) of their vehicles in the resident parking area (the interior curb that surrounds the building). All other vehicles owned by a resident family must be parked in the visitor parking space (all spaces which are not designated for assigned parking are visitor parking).

No vehicle may occupy two or more parking spaces at one time. No vehicle may be parked in a designated parking space in such a way that parking in an adjacent parking space is made difficult.

All visitors must park in the visitor parking area at all times.

Any identified handicapped car with a properly displayed handicapped permit may use any handicapped designated space.

There is no parking or driving allowed on the grass surrounding the buildings or in the field east of the Western Apartments.

No inoperative vehicles may be parked on HCHA property at any time. 48 hours will be granted after a warning sticker has been affixed to the windshield to have a vehicle repaired. If the vehicle is still inoperable after 48 hours, the vehicle may be towed at the owner's expense.

Residents are not permitted to repair vehicles on HCHA property. This includes but is not limited to oil changes and/or transmission fluid changes, engine, brakes or air conditioners repair. Minor repairs, such as tire, battery, or light replacements will be allowed.

Vehicles not in compliance with this policy may be towed at the owner's expense.

## **PARKING POLICY**

### ***ALL OTHER FAMILY UNITS***

Residents may park in lots associated with the property they are renting. Thus, they may park in their driveway or in front of their residence. However, residents may not park in a neighbors driveway or in front of a neighbors residence without permission.

There is no parking or driving allowed on the grass surrounding the buildings or in any vacant lots that may be near a residents dwelling.

All vehicles must be properly plated and operable. HCHA may tow any vehicles that do not meet this description.

Residents are not permitted to repair vehicles on HCHA property. This includes but is not limited to oil changes and/or transmission fluid changes, engine, brakes or air conditioners repair. Minor repairs, such as tire, battery, or light replacements will be allowed.

Vehicles not in compliance with this policy may be towed at the owner's expense.

## **PET POLICY**

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), HCHA hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in HCHA owned properties.

A common household pet, for the purposes of HCHA's public housing program is defined as: *a domesticated animal, such as a dog, cat, bird, or fish* that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include livestock, reptiles, birds of prey, arachnids, insects or exotic animals.

Residents may own only one pet with the exception of two birds or two fish. Residents cannot own two different kinds of animals (i.e. one bird and one fish).

Household pets are not allowed in specified excluded facilities due to the nature and structure of the buildings.

In exchange for the right to own a pet, residents assume full responsibility and liability for their pet and agree to hold the Hall County Housing Authority harmless from any claims caused by an action or inaction of a pet.

### ***EXCLUSIONS***

This policy does not apply to companion or service animals which are determined necessary to assist persons with disabilities. Assistive animals are allowed in all public housing facilities, please refer to the Companion & Service Animal Policy for regulations governing these animals. HCHA will grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are a person with disabilities and requests a service or companion animal with necessary supporting information.
- The animal actually assists the person with a disability.

### ***COMPANION / SERVICE ANIMALS***

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation. (See HCHA, Exhibit "1").

HCHA will require verification that the applicant or resident is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit "3")

Upon receipt of verifications, HCHA will approve the animal.

Residents requiring more than one "companion or service animal" must request this by completing HCHA's reasonable accommodation process. Additional documentation will be necessary, specifically a statement from a medical professional that two separate "service or companion animals" are necessary to meet disability needs (i.e. an explanation as to why one "companion or service animal" is not adequate to meet the needs of the person with disabilities).

### ***HCHA RULES FOR PETS IN PUBLIC HOUSING BUILDINGS***

In accordance with 24 CFR 960.707, HCHA hereby sets forth the following rules for pet ownership in its public housing units:

#### **REGISTRATION**

1. Residents must request and receive written formal approval from HCHA prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises. The pet request shall be made on the standard form "Pet Occupancy Request/Registration Form" (HCHA Exhibit "2").
2. Registration of the pet shall include a photograph being taken by the Housing Authority and retained in tenant file. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.
3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum, will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet (see Exhibit "2").
5. The name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet must be provided at the time of registration.
6. At the time of registration, owners must prove that the pet has had proper inoculations.

#### **DOGS**

1. If the pet is a dog, it shall not weigh more than 20 pounds (fully grown) and stand no more than 15 inches in height from the front shoulder of the animal.
2. Doghouses located outside any dwelling unit are prohibited.

#### CATS

1. The weight of a cat cannot exceed fifteen (15) pounds (fully-grown). Cats must also be declawed at the front paws prior to residing on HCHA property. Kittens must be declawed by three (3) months of age. Evidence of declawing must be provided to HCHA from a licensed veterinarian and/or staff of the Humane Society.
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

#### DOG/CAT—SPAYING & NEUTERING

If the pet is a dog or cat, it must be spayed/neutered prior to residing on HCHA property or by three (3) months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on applicable HCHA form (Exhibit “3”).

#### FISH

If the pet is fish, the aquarium must be ten gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish. Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fish bowl.

#### BIRDS

Parakeets/Budgies, Cockatiels, Finches and Canaries, Lovebirds, and African Greys are approved species of Birds. All other species will be approved on a case-by-case basis according to factors such as noise, size and other management determinations. Birds of flight are to remain in cages at all times unless the wings have been recently clipped. Clipped wings will grow back in a relatively short period of time. It is the owners responsibility to regularly clip the birds wings if it is being let out of the bird cage. Cages shall be cleaned regularly.

### INOCULATIONS/VACCINATIONS

If the pet is a cat or dog, it must have received rabies inoculations or boosters, as applicable. The resident shall provide the Housing Authority with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law prior to allowing the pet on HCHA property. Said certification may be provided on the veterinarian's statement/bill or on the applicable HCHA form (Exhibit "3").

### LICENSING

1. Licensing of all dogs and cats shall be required prior to residing on HCHA property in accordance with applicable State and local law on an annual basis. The applicable pet must always wear a license/tag.
2. In the event that applicable State or local law changes with reference to licensing of any and all pets, HCHA will require its residents to comply upon appropriate notice.

### SANITARY CONDITIONS

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste.

These rules are as follows:

- Resident shall be responsible for **immediately** disposing of all animal waste excreted inside the development building or on the development grounds.
- Bird cages and surrounding area shall be cleaned regularly removing waste, excess food and any other items that may be a health hazard or attract insects.
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a one hour labor charge per incident.
- Each time a pet owner fails to remove pet waste in accordance with this rule, a one hour labor charge will be levied to the resident's account. HCHA will terminate the resident lease for repeated violations after two violations of this type.
- Conditions outlined in Cats bullet #2, above, pertaining to cat waste shall also prevail.

### GENERAL PROVISIONS

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.



2. Costs incurred by HCHA for **extermination of fleas, ticks, and other animal related pests**, will be charged to the resident.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing Authority will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given five (5) days to make other arrangements for the care of the pet or the dwelling lease will be terminated.
4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
5. Pets may not be bred or used for any commercial purposes on HCHA property.
6. Pet bedding shall not be washed in any common laundry facilities.

#### CONTROL OF THE ANIMAL

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash **no longer than six (6') feet** and kept off lawns designated to other residents.
2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. HCHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on HCHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee equal to one hour labor. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

4. Pets located in buildings without an immediate exterior exit must carry or have its pet caged when leaving the building and until the exterior is reached.

#### UNATTENDED PETS

Pet(s) may not be left unattended for more than twenty four (24) consecutive hours. If it is reported to HCHA staff that a pet has been left unattended for more than a twenty four (24) hour period, HCHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident. Pet's left unattended outside of the resident apartment may result in an immediate call to the humane society.

#### PROHIBITED PETS

1. HCHA will forbid the following kinds of animals from being kept as pets on any of its properties: Pitbull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for "cockfighting", etc.).
2. All pets that are not considered common household pets by management including livestock, reptiles, birds of prey, arachnids, insects or exotic animals.

#### PET POLICY VIOLATION PROCEDURES

HCHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. HCHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

#### NOTICE OF PET POLICY VIOLATION

If HCHA determines that a pet owner has violated a rule governing the owning or keeping of pets:

- HCHA may serve a written notice of Pet Policy violation on the pet owner in accordance with Section 17 (m) and Section 27 of the dwelling lease. The notice of pet rule violation must:
  1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
  2. State that the pet owner has five (5) days from the effective date of service of the

- notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a grievance hearing;
3. State that the pet owner's failure to correct the violation, to request a grievance hearing, or to appear at a requested grievance hearing may result in initiation of procedures to terminate the pet owner's tenancy.
- If the violation is determined to be of a critical or emergency nature, HCHA may act upon the violation in a manner appropriate for the circumstance as determined by HCHA Management.

#### NOTICE FOR PET REMOVAL

If the pet owner and HCHA are unable to resolve the Pet Policy violation or if a representative of HCHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the Housing Authority may serve a written notice on the pet owner in accordance with Section 17(m) of the Dwelling Lease, if appropriate, requiring the pet owner to remove the pet or terminating the owner lease depending upon the seriousness of the violation. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within five (5) days of the effective date of service of the notice of pet removal; and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

HCHA reserves the right to remove the animal immediately if it is determined to be an immediate health or safety risk to other residents or staff.

#### INITIATION OF PROCEDURES TO REMOVE A PET OR TERMINATE THE PET OWNER'S TENANCY

HCHA will initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, if:

1. The pet owner violates the pet policy after receiving legal notice to cure the violation;
2. The pet owner does not cooperate with HCHA
3. The owner refuses to remove a pet that has been determined problematic or dangerous
4. The Pet Policy violation is of a serious nature and is determined to be sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations (such as the pet bites another resident or staff member).

HCHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and

safety) at any time, in accordance with the provisions of applicable State or local law.

**SCHEDULE OF PET DEPOSITS**

<i>DEPOSIT SCHEDULE</i>	
Pet Type	Required Deposit
Dogs	\$300.00
Cats	\$300.00
Fish Aquarium	\$50.00
Fish Bowl	\$0.00
Birds	\$50.00

The entire annual fee and deposit (subject to the exception listed below) must be paid prior to the execution of the Pet Policy Addendum. No pet shall be allowed in the unit prior to the completion of the terms of this Pet Policy.

The deposit made shall be utilized to offset damages caused by the pet and/or tenant not discovered during residency. Damages discovered during residency will be billed as discovered. Any balance from the deposit, after charges are assessed, will be refunded to the tenant.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If HCHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair or remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by management’s decision as to what is necessary.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (m) of the lease and the HCHA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident pet owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

**PROHIBITED PET DEVELOPMENTS**

HCHA will prohibit all pets, except birds, fish and companion or service animals as provided herein, at the following HCHA owned properties:

- Centennial Towers
- Golden Towers

Residents found to have unauthorized pets at any of these locations will be considered in default of their lease agreement. HCHA will commence procedures mentioned herein to remove the pet from the premises or terminate the resident's tenancy.

## **COMPANION & SERVICE ANIMAL POLICY**

A "companion or service animal" is an animal that works, provides assistance or performs tasks for the benefit of a person with a disability. These animals may also provide emotional support to persons with disabilities who have a disability related need for such support.

The need for a companion or service animal has to be directly related to a disability, and the services performed by the animal must alleviate one or more identified symptom of that person's disability.

When an applicant or resident with a disability asserts and can verify that an animal is a companion or service animal for his/her disability, the applicant should make a request for a reasonable accommodation. (See HCHA, Exhibit "1").

HCHA will require verification that the applicant or resident is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability. (Exhibit "3")

Upon receipt of verifications, HCHA will determine approval of the reasonable accommodation request.

Residents requiring more than one "companion or service animal" must request this by completing HCHA's reasonable accommodation process. Additional documentation will be necessary, specifically a statement from a medical professional that two separate "companion or service animals" are necessary to meet accessibility needs. HCHA reserves the right to determine why the first "companion or service animal" does not meet the needs of the person with disabilities.

### **HCHA RULES FOR COMPANION & SERVICE ANIMALS**

#### **REGISTRATION**

1. Residents must request and receive approval for a reasonable accommodation prior to bringing the "companion or service animal" on the premises. A "Service Animal Information Form" shall be also be filled out when a service animal has been approved for residency (Exhibit "4").
2. Registration of the companion or service animal shall include a photograph being taken by the Housing Authority and retained in the tenant file. The photograph will be utilized to confirm identity of the pet in case of

emergency.

3. Residents registering “companion or service animals” that are not fully-grown at the execution of the initial Pet Addendum, will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. The name, address, and phone number of one or more responsible parties who will care for the companion or service animal if the resident dies, is incapacitated, or the companion or service animal is otherwise left unattended for an extended period of time. This information must be provided at the time of registration.
5. All “companion and service animals” must be licensed and registered prior to residency at HCHA

#### COMPANION OR SERVICE DOG/CAT—SPAYING & NEUTERING

If the “companion or service animal” is a dog or cat, it must be spayed/neutered prior to residing on HCHA property or by three months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the Humane Society or by means of the veterinarian certification provided for on applicable HCHA form (Exhibit “3”).

#### OTHER COMPANION OR SERVICE ANIMALS

Other companion or service animals will be allowed on a case-by-case basis. HCHA will require an explanation from a medical professional for any companion animal requested that is not found in the standard HCHA Pet Policy. The explanation should state why the skills of a cat, dog, bird or fish would not meet the residents’ needs.

#### INOCULATIONS/VACCINATIONS

If the companion or service animal is a cat or dog, it must have received rabies inoculations or boosters, as applicable. The resident shall provide the Housing Authority with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian’s statement/bill or on the applicable HCHA form (Exhibit “3”).

#### LICENSING

1. Licensing of all dogs and cats shall be required in accordance with applicable State and local law on an annual basis. The applicable

service or companion animal must always wear a license/tag.

2. In the event that applicable State or local law changes with reference to licensing of any and all service or companion animals, HCHA will require its residents to comply upon appropriate notice.

### SANITARY CONDITIONS

The “companion and service animal” rules shall prescribe sanitary standards to govern the disposal of waste.

These rules are as follows:

- Resident shall be responsible for **immediately** disposing of all animal waste excreted inside the development building or on the development grounds.
- Bird cages and surrounding area shall be cleaned regularly removing waste, excess food and any other items that may be a health hazard or attract insects.
- Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
- Poorly disposed waste will not be tolerated and will be subject to a one hour labor charge per incident.
- Each time a “companion or service animal” owner fails to remove animal waste in accordance with this rule, a one hour labor charge will be levied to the resident’s account. HCHA will terminate the resident lease for repeated violations after two violations of this type.
- The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.

### GENERAL PROVISIONS

1. All “companion and service animals” must be housed within the unit and no facilities can be constructed outside of the unit for any animal.
2. Costs incurred by HCHA for **extermination of fleas, ticks, and other animal related pests**, will be charged to the resident.
3. Companion or Service animals shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any “companion or service animals” that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night unless the disturbance is related to the service or companion animals training and/or function. The Housing Authority will ask for removal of the

companion or service animal if it disturbs other residents. The resident will be given five (5) days to make other arrangements for the care of the animal or the dwelling lease will be terminated.

4. Companion or service animals must be maintained responsibly and in accordance with the ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations.
5. Companion or service animals may not be bred or used for any commercial purposes on HCHA property.

#### CONTROL OF THE COMPANION OR SERVICE ANIMAL

1. “Companion and service animals” shall not be permitted to be loose and if the “companion or service” animal is taken outside it must be taken outside on a leash **no longer than six (6’) feet** and kept off lawns designated to other residents.
2. All “companion and service animals” must be under the control of an adult leaseholder. An unleashed animal, or one tied to a fixed object, is not under the control of an adult. HCHA staff will contact the local Humane Society in the event an animal is found to be unleashed, or leashed and unattended, on HCHA property. It shall be the responsibility of the resident to reclaim the animal and at the expense of the resident.
3. The resident “companion or service animal” owner shall have the animal restrained so that maintenance can be performed in the dwelling unit. The resident **shall**, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee equal to one hour labor. If the situation again occurs, the animal shall be removed from the premises. Animals that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident owner to reclaim the animal at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.
4. Companion or service animals which weigh less than 20 pounds located in buildings without an immediate exterior exit must carry or have its animal caged when leaving the building and until the exterior is reached unless a reasonable accommodation is requested.

#### UNATTENDED ANIMALS

Companion or service animals may not be left unattended for more than twenty four (24)



consecutive hours. If it is reported to HCHA staff that an animal has been left unattended for more than a twenty four (24) hour period, HCHA staff may enter the unit and remove the animal and transfer the animal to the humane society. Any expense to remove and reclaim the animal from any facility will be the responsibility of the resident. Animals left unattended outside of the resident apartment may result in an immediate call to the humane society.

#### COMPANION AND SERVICE ANIMAL VIOLATION PROCEDURES

HCHA reserves the right to require residents to remove any “companion or service animal” from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. HCHA reserves the right to remove such a “companion or service animal” in the event that the owner does not or cannot remove the animal.

#### NOTICE OF COMPANION AND SERVICE ANIMAL POLICY VIOLATION

If HCHA determines that a “companion or service animal” owner has violated a rule governing the owning or keeping of these animals:

- HCHA may serve a written notice of Companion & Service Animal Policy violation on the pet owner in accordance with Section 17 (s) and Section 27 of the dwelling lease. The notice of Companion & Service Animal Policy violation must contain the following:
  1. A brief statement of the factual basis for the determination and the Companion & Service Animal Policy rule or rules alleged to be violated;
  2. State that the “companion or service animal” owner has five (5) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for grievance hearing (request do not have to be in writing if a reasonable accommodation is requested and approved);
  3. State that the “companion or service animal” owner’s failure to correct the violation, to request a grievance hearing, or to appear at a requested grievance hearing may result in initiation of procedures to terminate the “companion and service animal” owner’s tenancy.
- If the violation is determined to be of a critical or emergency nature, HCHA may act upon the violation in a manner appropriate for the circumstance as determined by HCHA Management.

#### NOTICE FOR ANIMAL REMOVAL

If the owner of the “companion or service animal” and HCHA are unable to resolve the policy violation or if a representative of HCHA staff determines that the animal owner has failed to correct the policy violation within any additional time provided herein, the

Housing Authority may serve a written notice on the “companion or service animal” owner in accordance with the applicable section of the Dwelling Lease, if appropriate, requiring the owner to remove the animal. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Companion & Service Animal Policy or rules that have been violated;
2. State that the animal owner must remove the companion or service animal within five (5) days of the effective date of service of the notice of animal removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the animal may result in initiation of procedures to terminate the animal owner’s tenancy.

HCHA reserves the right to remove the animal immediately if it is determined to be an immediate health or safety risk to other residents or staff.

INITIATION OF PROCEDURES TO REMOVE A ANIMAL OR TERMINATE THE COMPANION OR SERVICE ANIMAL OWNER’S TENANCY

HCHA will initiate procedures to terminate a service or companion animal owner’s tenancy based on a Companion or Service Animal Policy violation if:

1. The “companion or service animal” owner violates the Companion & Service Animal Policy after receiving legal notice to cure the violation;
2. The “companion or service animal” owner does not cooperate with HCHA
3. The owner refuses to remove an animal that has been determined problematic or dangerous
4. The “companion or service animal” violation is of a serious nature and is determined to be sufficient to begin procedures to terminate the animal owner’s tenancy under the terms of the lease and applicable regulations (such as the animal bites another resident or staff member).

HCHA may initiate procedures to remove an animal under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

HCHA may initiate procedures to remove an animal under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

It shall be a serious violation of the lease for any resident to have a service or companion animal without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (s) of the lease and the HCHA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident service or companion animal owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

**Exhibit 1**  
**RESIDENT REQUEST FOR A REASONABLE ACCOMMODATION**

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**Top portion to be completed by the Resident.**

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Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Name of household member with a disability: \_\_\_\_\_

I am requesting the following accommodation (exception to the usual rule or policy) so that the person named above can live here successfully:

\_\_\_\_\_ A change in my apartment or other part of the housing complex.

\_\_\_\_\_ A change in a rule or the way things are done.

Explain in detail the changes needed. Use the other side of this sheet if necessary:

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**The following portion to be completed by a Qualified Medical Professional.**

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1. Is this resident disabled? Yes \_\_\_\_\_ No \_\_\_\_\_ I don't know \_\_\_\_\_  
The Fair Housing Act defines disability as a physical or mental impairment that substantially limits one or more major life activities. The Supreme Court has determined that to meet this definition a person must have an impairment that prevents or severely restricts the person from doing activities that are of central importance in most people's daily lives.

2. Please describe how this disability restricts the resident in activities that are of central importance to his or her daily life:

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3. Does this resident need the accommodation requested above to be able to live in his/her apartment community? Yes \_\_\_\_\_ No \_\_\_\_\_

4. If yes, please describe how this accommodation will enable the resident to use or enjoy this apartment community. \_\_\_\_\_

5. If necessary will you be willing to testify in a court of law concerning the information provided in this form? Yes \_\_\_\_\_ No \_\_\_\_\_

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Signature of Medical Professional \_\_\_\_\_ Date \_\_\_\_\_

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Print Name of Medical Professional \_\_\_\_\_ Phone \_\_\_\_\_

Exhibit 2

HALL COUNTY HOUSING AUTHORITY  
AUTHORIZATION FOR PET OWNERSHIP

(Please complete this form for your pet)

Pet owner's name: \_\_\_\_\_

Pet owner's address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Pet's name: \_\_\_\_\_

Breed or type of pet: \_\_\_\_\_

Spayed or Neutered? \_\_\_\_\_ Pet Deposit paid? \_\_\_\_\_

Veterinarian preference: \_\_\_\_\_

Vet phone: \_\_\_\_\_ Vet address: \_\_\_\_\_

EMERGENCY CAREGIVER FOR THE PET:

\_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

**\*\*Also required:**

Picture of pet

Copy of pet license

Rabies and other Inoculation Certification. (If applicable)

I have read and understand the HCHA rules governing pets. I, and all members of my household, promise to fully comply.

Signature of Pet Owner:

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

Approved by HCHA: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit 3

HALL COUNTY HOUSING AUTHORITY  
VETERINARIAN CERTIFICATION

(Top portion completed by pet owner)

Pet owner's name: \_\_\_\_\_

Pet owner's address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Pet's name: \_\_\_\_\_

Breed or type of pet: \_\_\_\_\_

---

(Bottom portion completed by Veterinarian)

The animal above has been spayed/neutered.

\_\_\_\_\_ YES \_\_\_\_\_ NO

The animal above has current rabies and distemper inoculation/boosters.

\_\_\_\_\_ YES \_\_\_\_\_ NO

If Yes, date given \_\_\_\_\_ expiration date \_\_\_\_\_

---

Signature of Veterinarian

Date

---

Print name of Veterinarian

Date

Exhibit 4

HALL COUNTY HOUSING AUTHORITY  
SERVICE/COMPANION ANIMAL INFORMATION FORM

(Please complete this form for your service or companion animal)

Service/Companion owner's name: \_\_\_\_\_

Service/Companion owner's address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Service/Companion Animal's name: \_\_\_\_\_

Breed or type of Animal: \_\_\_\_\_

Spayed or Neutered? \_\_\_\_\_

Veterinarian preference: \_\_\_\_\_

Vet phone: \_\_\_\_\_ Vet address: \_\_\_\_\_

EMERGENCY CAREGIVER FOR THE SERVICE / COMPANION  
ANIMAL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

**\*\*Also required:**

Picture of service/companion animal

Copy of service/companion license

Rabies and other Inoculation Certification. (If applicable)

I have read and understand the HCHA rules governing service/companion animals. I, and all members of my household, promise to fully comply.

Signature of service/companion animal Owner:  
\_\_\_\_\_ Date: \_\_\_\_\_

Approved by HCHA: \_\_\_\_\_ Date: \_\_\_\_\_

# ***UNIT TRANSFERS***

## ***CATEGORIES OF TRANSFERS***

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

Category 2: Reasonable Accommodation Transfers. These transfers are necessary in order to permit a family needing accessibility features to move to a unit with such a feature(s) or to a unit that meets their needs based upon a disability or medical need.

Category 3: Demolition, Disposition, Revitalization or Rehabilitation Transfers. These transfers permit HCHA to demolish, sell or to do major modernization work in a building or apartment. Generally these transfers will be temporary in nature.

Category 4 (a): Occupancy Transfers (to a Public Housing Unit). These transfers are made to offer incentives to families willing to help meet certain Hall County Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family.

Category 4 (b): Occupancy Transfers (to a Section 8 Unit). In cases when proper bedroom sizes are not available through the Public Housing Program, a Section 8 Voucher will be issued to the transfer eligible family. Families must meet Section 8 eligibility requirements. Because families affected by this clause will generally be “hard to house”, their success rate in finding a home will be understandably limited. With that in mind, the following steps and additional opportunities will be provided to these families:

- HCHA will offer a voucher to families who are eligible and are no longer properly housed in Public Housing (and proper housing is not available)
- The family will be given standard timeframes to find housing
- If housing is not found in the allotted timeframes, HCHA will provide the family up to one full year, from the time the voucher was issued, to find suitable housing, even after the original voucher has expired. If suitable housing is found within that timeframe and the family is still eligible for the voucher, a new voucher will be issued allowing the family to move to the suitable location.
- Due to the timeframes involved, HCHA may make special accommodations for the family to allow them to move in a timely manner (as to not miss out on the opportunity to secure the housing). These special accommodations will be at the discretion of the HCHA Executive Director.
- If the family fails to find suitable housing in the one year timeframe, their lease will be terminated at their lease end and they will need to move.

Note: HCHA may also utilize this procedure for special administrative issues as determined by the Executive Director.

Category 5: Administrative Transfer: These transfers are rare and would be initiated by HCHA. The Housing Authority would utilize this transfer to deal with a special administrative problem that could be best handled by a change in unit for a family.

All residents will be advised of their right to use of the Grievance Procedure when a requested transfer is denied or a transfer is mandated by the AMP Manager.

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

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- B. To facilitate relocation of families with inadequate housing accommodations.
- C. To eliminate vacancy loss and other expense due to unnecessary transfers.
- D. To solve a management issue that is determined to be best handled by a change in unit.

### ***GENERAL TRANSFER RULES***

1. Reassignment or transfers to other dwelling units will be made without regard to color, creed, national origin, race, religion or sex.
2. Category 1 Transfers will receive priority over all others. Category 2 Transfers will receive priority over all other transfers with the exception of Category 1. All other transfers will be ordered by date and time of transfer approval.
3. Transfers shall receive priority over new applicants.
4. AMP Managers may direct a transfer when it is determined necessary to ensure the peaceful enjoyment of a project by the other residents.
5. Notification of transfer will be made in writing at least thirty days prior to the required move. If a suitable unit is not available, the notice shall state "the transfer will be required when a suitable unit becomes available".



It should be noted that any family that is not in good standing with the Public Housing Program will not be afforded this procedure and if a change in unit is necessary, will not have their lease renewed.

### ***DOCUMENTATION***

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

### ***PROCESSING TRANSFERS***

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

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

- A. If the transfer is being made at the request of the Hall County Housing Authority and the family rejects two offers with or without good cause, the Hall County Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Hall County Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed HCHA occupancy standards.

Category 1 Transfers will not have an option to pass on an offered unit unless it can be proven that the unit being offered poses a health or safety risk to the family. Based on the nature of this transfer, HCHA may have limited options available for the family but will not have the luxury of time to wait for something more desirable to open up. In addition, these transfers will generally be of a temporary nature until the emergency can be abated or resolved at which time the family will be given the option to return to the home, in most cases. Category 1 transfers may make alternative temporary arrangements themselves if they so choose. In these cases, if HCHA has offered an acceptable alternative, HCHA will not pay for these alternate arrangements.

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

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

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit,

either larger or smaller;

- C. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.
- D. When the family declines acceptable alternative arrangements under Category 1 transfers and makes alternative arrangements on their own.

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

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When the transfer is necessitated by an approved reasonable accommodation for a person with disabilities provided the request does not result in a fundamental alteration in the nature of the program or cause an undue financial burden for the housing authority; or
- C. When action or inaction by the Hall County Housing Authority has caused the unit to be unsafe or inhabitable.

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

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

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Hall County Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection. Good standing will be defined as two or less 14 day notices within the past 12 months, none of which are currently active. This section does not pertain to category 1 or 2 transfers.

### ***TRANSFER REQUESTS***

A tenant may request a transfer at any time by completing a request for transfer form or as a result of a reasonable accommodation request. In considering the request, the Hall County Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Hall County Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within fourteen (14) business days of receipt of the request to schedule a meeting.

The Hall County Housing Authority will grant or deny the transfer request in writing within fourteen (14) business days of receiving the request or holding the meeting, whichever is later. HCHA will not be bound by the 14-day timeline in circumstances beyond its control. For example, delays from 3<sup>rd</sup> party sources when additional

information is sought.

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

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

***RIGHT OF THE HALL COUNTY HOUSING AUTHORITY IN TRANSFER POLICY***

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

**Hall County Housing Authority  
Tenant price List**

Damage to HCHA property by a tenant and/or their guest(s) is the responsibility of the tenant who will be charged for repairs or replacement, plus labor.

Tenants will receive an itemized listing of charges and will be billed actual costs for part, plus \$22 per hour for labor. Labor will be calculated on an hourly increment basis, (one hour minimum). AFTER HOUR AND WEEKEND LABOR IS CHARGED AT \$32 PER HOUR. Charges are due within 30 days of the date they are billed. Payment arrangements may be made by contacting the property manager.

The prices listed below are for reference only and list approximate values for those items with are most commonly

**The following prices have the labor charge included** (unless otherwise noted) in the cost, based on the average time it takes to repair or replace the item.

Excessive damage that results in the repair/replacement taking more time than average may result in additional labor.

	<b>OLD</b>	<b>PROPOSED</b>
<b>LOCK OUT</b> (after hours/weekend) *	\$15.00	* \$32.00
*One hour of after hour/weekend labor will be charged at <u>all</u> HCHA properties for oncall maintenance to unlock a residence after hours.		

**CARPET CLEANING**

	<b>OLD</b>	<b>PROPOSED</b>
Efficiency/1 bedroom apt	\$ 75.00	\$ 63.00
Two bedroom apartment	\$ 100.00	\$ 126.00
Three bedroom duplex/triplex	\$ 140.00	\$ 152.00
House	\$ 175.00	\$ 152.00
Single room in the home	\$50.00	\$ 50.00
Excessive Stains (additional cost)	N/A	\$ 50.00

**CLEANING**

Entire efficiency/1 bedroom apt	\$ 100.00	** \$55.00
Entire 2 bedroom apartment	\$ 100.00	** \$65.00
Entire house/duplex/triplex	\$ 150.00	** \$125.00

**\*\*this does not include carpet cleaning or cleaning of extremely dirty or smoke damaged walls**

Bathroom or kitchen sink	\$ 10.00	\$ 10.00
Entire stove	\$ 35.00	\$ 20.00
Kitchen cabinets	\$ 20.00	\$ 17.50
Light fixtures	\$ 10.00	\$ 10.00
Medicine cabinet and mirror	\$ 10.00	\$ 9.00
Oven (with burned on food/grease)	N/A	\$ 15.00
Range hood	\$ 20.00	\$ 12.75
Refrigerator	\$ 25.00	\$ 17.75
Shower/tub	\$ 30.00	\$ 17.50
Sweep/mop bathroom floors	\$ 25.00	\$ 15.25
Sweep/mop kitchen floors	\$ 25.00	\$ 15.25
Toilet	\$ 10.00	\$ 6.50
Vacuum floors	\$ 20.00	\$ 18.00

## REPLACEMENTS

### Appliance

Air filter	\$ 2.00	\$ 2.00
Bathroom sink stopper	N/A	\$ 3.00
Broiler Pan	\$ 12.50	\$ 9.00
Burner pan	N/A	\$ 3.00
Burner ring	\$ 3.50	\$ 3.00
Drip pan	\$ 8.00	\$ 3.00
Range hood	\$ 50.00	\$ 45.00
Range hood filter	N/A	\$ 5.00
Stove knob	N/A	\$ 3.00

### Kitchen/Bath

Cabinet handle	\$ 4.00	\$ 3.00
Hand held shower head	\$ 36.00	\$ 11.00
Shower curtain rod	\$ 17.25	\$ 7.00
Shower curtain rod bracket	\$ 3.00	\$ 2.00
Toilet paper roll holder	\$ 10.00	\$ 6.00
Toilet paper roller	\$ 2.50	\$ 1.00
Toilet seat	\$ 12.00	\$ 7.00
Toilet seat (elongated)	N/A	\$ 14.00
Towel bar	\$ 14.00	\$ 11.00

### Electrical

Digital thermostat	\$ 35.00	\$ 42.00
Electric cover plate	\$ 2.50	\$ 1.00
Garage door remote	\$ 40.00	\$ 43.00
Light bulb (CFL)	N/A	do not have price for new bulbs
Light shade	N/A	do not have price for new fixtures
Smoke detector battery	\$ 2.00	\$ 2.00

### Carpentry/other

Curtain rod and bracket	\$ 5.00	\$ 5.00
Miniblinds (efficiency/1 b/r apts)	\$ 15.00	\$ 8.00
Miniblinds (family units)	\$ 30.00	\$ 15.00
Pleated air filter	\$ 6.00	\$ 2.00

### DOORS

Door (32" or 36")	\$ 125.00	\$ 67.00	<b>Plus labor</b>
Bi-fold door (2 b/r furnace room)	\$ 125.00	\$ 98.00	<b>Plus labor</b>
Bifold door (2 b/r hallway closet)	\$ 125.00	\$ 65.00	<b>Plus labor</b>
Bifold door handle	N/A	\$ 1.00	
Bifold pivot guide (top or bottom)	N/A	\$ 3.00	
Cabinet/drawer front repair	\$ 25.00	\$ 10.00	<b>plus labor</b>
Closet sliding doors	\$ 125.00	\$ 90.00	<b>Plus labor</b>
Door knob	\$ 25.00	\$ 29.00	
Door stop (efficiency/1 bedroom)	\$ 3.00	\$ 1.00	
Door stop (family units)	\$ 15.00	\$ 1.00	
Door sweep	N/A	\$ 13.00	
Guide for bi-pass door	\$ 3.00	\$ 1.00	
Lever door handle	\$ 30.00	\$ 38.00	
Storm door	\$ 143.75	\$ 145.00	<b>plus labor</b>

**TRIM**

Door/window casing	\$ 35.00	\$ 75.00 (per opening)	<b>plus labor</b>
Baseboard (per foot)	\$ 5.00	\$ 2.00 (per foot)	<b>plus labor</b>

**KEYS**

Apartment key	\$ 2.50	\$ 2.50	
Mailbox key	\$ 2.50	\$ 2.50	
Security card	\$ 5.00	\$ 6.50	
Lock change	\$ 10.00	\$ 10.00	per lock and 1 hour labor

**MISCELLANEOUS**

Lawn Mowing	\$ 50.00	\$ 55.00	
Remove trash/belongings	\$ 60.00	\$ 62.50	<b>per load</b>
Gutter Down Spouts	\$ 15.00	\$ 10.00	
Gutter Elbows	\$ 5.00	\$ 2.00	

**The following do not include labor charge.**

**Labor will be added for time spent on repair/replacement**

**WALL REPAIR**

Small hole ( <b>less than 2" diameter</b> )	\$ 20.50	\$ 20.00	
Medium hole ( <b>2" to 6" in diameter</b> )	\$ 45.50	\$ 40.00	
Large hole ( <b>6" to 10" in diameter</b> )	\$ 60.50	\$ 60.00	

**Any hole larger than those listed will be billed based on size, extent of damage, and labor.**

**CARPET/TILE REPAIR/REPLACEMENT**

VCT Tiles	\$ 1.25	\$1.05 per square foot
Carpet	\$ 7.74	\$7.25 per square yard
Carpet at Shady Bend Complex	N/A	\$13.00 per square yard

**WINDOWS**

Glass (inserts)	varies based on size and labor	
Screen (upper units)	\$ 25.00	\$ 25.00
Screen (bottom units)	\$ 20.50	\$ 20.50
Thermo Pane	varies based on size and labor	

**COURT COSTS (does not include attorney fees)**

File Eviction	N/A	\$ 45.00
File Writ of Restitution	N/A	\$ 5.00
Proces Server charges	N/A	Varies

This list does not include every item that may be damaged and need repaired/replaced. This list supplies approximate values for those items that are most commonly damaged.

Items not included on this list will be charged at actual cost with addition of any applicable labor costs. Itemized bills will be sent to tenant for repairs performed.

## ***RENT COLLECTION POLICY***

### **THE FOLLOWING RENT COLLECTION POLICY SHALL GOVERN FOR THE HALL COUNTY HOUSING AUTHORITY**

1. Rents are due and payable on the first (1st) day of every month, but no later than the tenth (10th) calendar day of the month.
2. If the Tenant's rent payment cannot be made on or before the tenth of the month, it is the Tenant's responsibility to contact the Housing Authority prior to the first of the month to request an extension of the due date. If the Housing Authority agrees to the extension, a written agreement will be signed by the Tenant indicating the date which the Tenant will make full payment of rent due. A maximum of three extensions can be granted annually. In the event that an agreement is made and agreed upon by the Housing Authority before the 10<sup>th</sup> of the month, late fees will be waived.
3. Any rent payment made **or postmarked** after the tenth (10th) of the month shall be considered delinquent. All delinquent accounts shall be assessed a penalty fee on the eleventh (11th) day of \$20.00. If the rent and penalty are not paid, an Eviction Notice will be issued on or about the twelfth (12th) of the month, demanding payment in full, or the surrender of the premises within legal time requirements. **In the event that the tenth of the month falls on a day when the office is closed, rent will be accepted without penalty on the first day the office is open following the tenth.**
4. If payment is not made or the premises not surrendered, as required, legal proceedings will be instituted for possession of the dwelling.

Any deviation from the above policy must be approved in writing by the AMP Manager and will be done so in cases of extreme emergency or hardship only. Returned checks will be subject to late charges and check acceptance will not be allowed for a six-month period of time. Any subsequent violation in a 12-month period will cause an indefinite suspension of check acceptance from HCHA.

RESOLUTION #317

DATE ADOPTED: April 11, 2002

Revised: April, 2005

Revised: April 2012

<b>Part I: Summary</b>		
<b>PHA Name: Hall County Housing Authority - AMP 1</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P0003501-12 Replacement Housing Factor Grant No: Date of CFFP: 2012	<b>FFY of Grant: 2012</b> <b>FFY of Grant Approval:</b>

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	36,000			
4	1410 Administration (may not exceed 10% of line 21)	29,544			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	25,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	20,000			
10	1460 Dwelling Structures	103,000			
11	1465.1 Dwelling Equipment—Nonexpendable	7,500			
12	1470 Non-dwelling Structures	105,000			
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

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

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

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

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



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

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

<b>Part I: Summary</b>					
<b>PHA Name:</b> Hall County <b>Housing Authority</b> - AMP 1	<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P0003501-12 Replacement Housing Factor Grant No: Date of CFFP: 2012	<b>FFY of Grant:2012</b> <b>FFY of Grant Approval:</b>			
<b>Type of Grant</b>					
<input checked="" type="checkbox"/> <b>Original Annual Statement</b>		<input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b>		<input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b>	
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b>		<input type="checkbox"/> <b>Final Performance and Evaluation Report</b>			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	371,044			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities	35,000			
23	Amount of line 20 Related to Security - Soft Costs	36,000			
24	Amount of line 20 Related to Security - Hard Costs	0			
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

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

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

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

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

<b>Part II: Supporting Pages</b>								
PHA Name: Hall County Housing Authority - AMP 1			<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P0003501-12 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2012</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
Amp 1	Fees & Costs	1430		25,000				
Amp 1	Cabinet Renovation	1460		30,000				
Amp 1	Office to Apartment Conversion	1470	4 Units	150,000				
Amp 1	Asbestos Removal	1460		25,000				
Amp 1	Flooring	1460		10,000				
Amp 1	Sewer Replacement / Plumbing	1460		8,000				
Amp 1	Police Services Contract	1408		36,000				
Amp 1	Administration	1410		29,544				
Amp 1	Apartment Renovation	1460		10,000				
Amp 1	Boiler Maintenance	1460		5,000				
Amp 1	Appliance Replacement	1465.1		7,500				
Amp 1	504 Compliance	1450		20,000				
Amp 1	504 Compliance	1460		15,000				

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

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

<b>Part II: Supporting Pages</b>								
PHA Name:			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant:</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: Hall County Housing Authority				<b>Federal FFY of Grant: 2012</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
Amp 1	4/1/14		4/1/16		

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

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name:					<b>Federal FFY of Grant:</b>
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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

<b>Part I: Summary</b>		
<b>PHA Name: Hall County Housing Authority - AMP 2</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003501-12 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2012</b> <b>FFY of Grant Approval: 2012</b>

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	14,000			
4	1410 Administration (may not exceed 10% of line 21)	11,490			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	13,815			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

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

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

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

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

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

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

<b>Part I: Summary</b>						
<b>PHA Name:</b> Hall County <b>Housing Authority</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003501-12 Replacement Housing Factor Grant No: Date of CFFP:		<b>FFY of Grant:2012</b> <b>FFY of Grant Approval: 2012</b>		
<b>Type of Grant</b>						
<input checked="" type="checkbox"/> <b>Original Annual Statement</b>		<input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b>		<input type="checkbox"/> <b>Revised Annual Statement (revision no:     )</b>		
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b>		<input type="checkbox"/> <b>Final Performance and Evaluation Report</b>				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	39,305				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities	3,815				
23	Amount of line 20 Related to Security - Soft Costs	14,000				
24	Amount of line 20 Related to Security - Hard Costs	0				
25	Amount of line 20 Related to Energy Conservation Measures					
<b>Signature of Executive Director</b>			<b>Date</b>		<b>Signature of Public Housing Director</b>	
					<b>Date</b>	

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

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

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

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

Part II: Supporting Pages								
PHA Name: Hall County Housing Authority - AMP 2			<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003501-12 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2012</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
AMP 2	Grand Island Police Department	1408		14,000				
AMP 2	Administration	1410		11,490				
AMP 2	504 Compliance	1460		3,815				
AMP 2	Flooring	1460		5,000				
AMP 2	House / Apartment Renovation	1460		5,000				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.



<b>Part II: Supporting Pages</b>								
PHA Name:			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant:</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	

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

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

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: Hall County Housing Authority					<b>Federal FFY of Grant: 2012</b>
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 2	4/1/14		4/1/16		

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

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name:				<b>Federal FFY of Grant:</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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

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

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

<b>Part I: Summary</b>						
PHA Name/Number Hall County Housing Authority – AMP 1		Locality (Grand Island, Nebraska)			<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No: 1</b>	
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year 2 FFY <u>2013</u>	Work Statement for Year 3 FFY <u>2014</u>	Work Statement for Year 4 FFY <u>2015</u>	Work Statement for Year 5 FFY <u>2016</u>
B.	Physical Improvements Subtotal	Annual Statement	193,315	236,315	237,000	222,315
C.	Management Improvements		36,000	36,000	36,000	36,000
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration		29,544	29,544	29,544	29,544
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total		258,859	301,859	302,544	287,859

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

<b>Part I: Summary (Continuation)</b>						
PHA Name/Number Hall County Housing Authority – AMP 1		Locality (Grand Island, Nebraska)			<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No: 1</b>	
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year 2 FFY <u>2013</u>	Work Statement for Year 3 FFY <u>2014</u>	Work Statement for Year 4 FFY <u>2015</u>	Work Statement for Year 5 FFY <u>2016</u>
		<b>Annual Statement</b>	258,859	301,859	302,544	287,859



<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY <u>2011</u>	Work Statement for Year <u>4</u> FFY <u>2015</u>			Work Statement for Year: <u>5</u> FFY <u>2016</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	Fees & Costs		20,000	Fees & Costs		10,000
Annual	Windows		10,000	Asbestos Removal		8,000
Statement	Vehicle	1	17,000	Apartment Remodel	1	5,000
	Apartment Remodel		5,000	Sewer Replacement	4	20,000
	Cabinets	5	10,000	Electric Repair		2,000
	Appliance		2,500	Landscaping		2,000
	Plumbing		2,500	Cabinets	6	15,000
	Flooring		3,000	Appliances		3,000
	Boiler System		75,000	Windows		15,000
	Asbestos Removal		8,000	Security Equipment		10,000
	Concrete		3,000	HVAC		20,000
	Shower Floors		3,000	Shower Valve Replacement		9,315
	Fire Sprinklers		50,000	Concrete		3,000
	Building Remodel		8,000	Fire Sprinklers		75,000
	Electric Repair		5,000	Building Remodel		25,000
	Landscaping		5,000			
	HVAC		10,000			
	Subtotal of Estimated Cost		237,000	Subtotal of Estimated Cost		222,315

<b>Part III: Supporting Pages – Management Needs Work Statement(s)</b>				
Work Statement for Year 1 FFY _____ 2012	Work Statement for Year _____ 2013 FFY _____ 2013		Work Statement for Year: _____ 2014 FFY _____ 2014	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
	See Annual Statement	NE003 – AMP 1 1408 1410	36,000 29,544	NE003 – AMP 1 1408 1410
	Subtotal of Estimated Cost	\$65,544	Subtotal of Estimated Cost	\$65,544



<b>Part III: Supporting Pages – Management Needs Work Statement(s)</b>				
Work Statement for Year 1 FFY _____	Work Statement for Year <u>2015</u> FFY <u>2015</u>		Work Statement for Year: <u>2016</u> FFY <u>2016</u>	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	NE003 – AMP 1		NE003 – AMP 1	
Annual	1408	36,000	1408	36,000
Statement	1410	29,544	1410	29,544
	Subtotal of Estimated Cost	\$65,544	Subtotal of Estimated Cost	\$65,544

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

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

<b>Part I: Summary</b>						
PHA Name/Number Hall County Housing Authority – AMP 2		Locality (Grand Island, Nebraska)			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year 2 FFY <u>2013</u>	Work Statement for Year 3 FFY <u>2014</u>	Work Statement for Year 4 FFY <u>2015</u>	Work Statement for Year 5 FFY <u>2016</u>
B.	Physical Improvements Subtotal	Annual Statement	126,000	83,000	82,315	97,000
C.	Management Improvements		14,000	14,000	14,000	14,000
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration		11,490	11,490	11,490	11,490
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total		151,490	108,490	107,805	122,490

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

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

<b>Part I: Summary (Continuation)</b>						
PHA Name/Number Grand Island Housing Authority – AMP 2			Locality (Grand Island, Nebraska)		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year 2 FFY <u>2013</u>	Work Statement for Year 3 FFY <u>2014</u>	Work Statement for Year 4 FFY <u>2015</u>	Work Statement for Year 5 FFY <u>2016</u>
	AMP 2	Annual Statement	151,490	108,490	107,805	122,490





<b>Part III: Supporting Pages – Management Needs Work Statement(s)</b>				
Work Statement for Year 1 FFY <u>2012</u>	Work Statement for Year <u>2013</u> FFY <u>2013</u>		Work Statement for Year: <u>2014</u> FFY <u>2014</u>	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See Annual Statement	1408 – GIPD	14,000	1408 – GIPD	14,000
	1410 - Administration	11,490	1410 - Administration	11,490
	Subtotal of Estimated Cost	\$25,490	Subtotal of Estimated Cost	\$24,490

Capital Fund Program—Five-Year Action Plan

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

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY 2011	Work Statement for Year 2015 FFY 2015		Work Statement for Year: 2016 FFY 2016	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See Annual Statement	1408 – GIPD	14,000	1408 – GIPD	14,000
	1410 - Administration	11,490	1410 - Administration	11,490
	Subtotal of Estimated Cost	\$24,490	Subtotal of Estimated Cost	\$24,490

<b>Part I: Summary</b>						
<b>PHA Name: Hall County Housing Authority - AMP 1</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P0003501-11 Replacement Housing Factor Grant No: Date of CFFP: 2011			<b>FFY of Grant: 2011</b> <b>FFY of Grant Approval:</b>	
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:2 ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2011 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>					
3	1408 Management Improvements	33,840	36,000	36,000		
4	1410 Administration (may not exceed 10% of line 21)	39,092	33,343	33,343		
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	5,000	5,000			
8	1440 Site Acquisition					
9	1450 Site Improvement	18,000	18,000			
10	1460 Dwelling Structures	257,154	184,751			
11	1465.1 Dwelling Equipment—Nonexpendable	8,000	14,548			
12	1470 Non-dwelling Structures	12,000	12,000			
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities <sup>4</sup>					

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

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

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

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



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

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

<b>Part I: Summary</b>						
<b>PHA Name:</b> Hall County <b>Housing Authority</b> - AMP 1		<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P0003501-11 Replacement Housing Factor Grant No: Date of CFFP: 2011			<b>FFY of Grant:2011</b> <b>FFY of Grant Approval:</b>	
<b>Type of Grant</b>						
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: 1 )		
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2011			<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	391,086	303,642	69,343		
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities	160,154	30,000			
23	Amount of line 20 Related to Security - Soft Costs	33,840	36,000			
24	Amount of line 20 Related to Security - Hard Costs	15,000	15,000			
25	Amount of line 20 Related to Energy Conservation Measures					
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>		
				<b>Date</b>		

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

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

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

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

<b>Part II: Supporting Pages</b>								
PHA Name: Hall County Housing Authority - AMP 1			<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P0003501-11 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2011</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
Amp 1	Fees & Costs	1430		5,000				
Amp 1	Cabinet Renovation	1460		27,000				
Amp 1	Landscaping / Sprinkler System	1450		15,000				
Amp 1	Asbestos Removal	1460		25,000				
Amp 1	Flooring	1460		10,000				
Amp 1	Sewer Replacement / Plumbing	1460		8,000				
Amp 1	Police Services Contract	1408		33,840	36,000	36,000		
Amp 1	Administration	1410		39,092	33,343	33,343		
Amp 1	Apartment Renovation	1460		10,000				
Amp 1	Boiler Maintenance	1460		10,000				
Amp 1	Door Security System (Update)	1460		15,000				
Amp 1	Roofing	1460		10,000				
Amp 1	Roofing	1470		12,000				
Amp 1	Appliance Replacement	1465.1		8,000	8,000			
Amp 1	504 Compliance	1460		4,000	20,000			
Amp 1	Concrete	1450		3,000				
Amp 1	504 - Remodel Old Office	1460		100,000	63,452			
Amp 1	Convert Efficiencies to 1 Bedroom	1460	2	56,154				

<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 II: Supporting Pages								
PHA Name:			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant:		
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>	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: Hall County Housing Authority					<b>Federal FFY of Grant: 2011</b>
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
Amp 1	7/1/13	7/1/13	7/1/15	7/1/15	

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

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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

<b>Part I: Summary</b>		
<b>PHA Name: Hall County Housing Authority - AMP 2</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003501-11 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2011</b> <b>FFY of Grant Approval: 2011</b>

**Type of Grant**  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no:1 )  
 Performance and Evaluation Report for Period Ending: 12/31/2011       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	13,160	14,000	14,000	
4	1410 Administration (may not exceed 10% of line 21)	15,202	12,967	12,967	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs		2,000		
8	1440 Site Acquisition				
9	1450 Site Improvement	65,000	50,000		
10	1460 Dwelling Structures	58,500	80,500		
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

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

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

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

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

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

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

<b>Part I: Summary</b>					
<b>PHA Name:</b> <b>Hall County</b> <b>Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003501-11 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant:2011</b> <b>FFY of Grant Approval: 2011</b>			
<b>Type of Grant</b>					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: 1 )	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2011			<input type="checkbox"/> Final Performance and Evaluation Report		
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	151,862	159,467	26,967	
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities	6,000	30,000		
23	Amount of line 20 Related to Security - Soft Costs	13,160	14,000		
24	Amount of line 20 Related to Security - Hard Costs	15,000	15,000		
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

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

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

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

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

<b>Part II: Supporting Pages</b>								
PHA Name: Hall County Housing Authority - AMP 2			<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003501-11 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2011</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
AMP 2	Grand Island Police Department	1408		13,160	14,000	14,000		
AMP 2	Administration	1410		15,202	12,967	12,967		
AMP 2	Landscaping / Water Drainage / Sprinkler System	1450		65,000	50,000			
AMP 2	Water Heater	1460		7,500				
AMP 2	Door Security System (Upgrade)	1460		15,000				
AMP 2	504 Compliance	1460		6,000	30,000			
AMP 2	Flooring	1460		30,000	20,000			
AMP 2	House / Apartment Renovation	1460		0	8,000			
AMP 2	Fees & Costs	1430		0	2,000			

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

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



<b>Part II: Supporting Pages</b>								
PHA Name:		<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:				<b>Federal FFY of Grant:</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	

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

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

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: Hall County Housing Authority				<b>Federal FFY of Grant: 2011</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 2	7/1/13		7/1/15		

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

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name:				<b>Federal FFY of Grant:</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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

<b>Part I: Summary</b>	
<b>PHA Name: Hall County Housing Authority - AMP 1</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003501-10 Replacement Housing Factor Grant No: Date of CFFP:
<b>FFY of Grant: 2010</b> <b>FFY of Grant Approval: 2010</b>	

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	50,000	42,300		33,840.00
4	1410 Administration (may not exceed 10% of line 21)	39,162	39,091.68		39,091.68
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	50,000	40,000		26,207.27
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	89,521	207,119.05		88,765.30
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	225,000	0		
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

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

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

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

<b>Part I: Summary</b>						
<b>PHA Name:</b> Ansley Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003501-10 Replacement Housing Factor Grant No: Date of CFFP:			<b>FFY of Grant:2010</b> <b>FFY of Grant Approval: 2010</b>	
<b>Type of Grant</b>						
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2 )		
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	453,683	328,510.73			
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities	20,000	15,000			
23	Amount of line 20 Related to Security - Soft Costs	25,000	42,300			
24	Amount of line 20 Related to Security - Hard Costs		25,000			
25	Amount of line 20 Related to Energy Conservation Measures					
<b>Signature of Executive Director</b>			<b>Date</b>		<b>Signature of Public Housing Director</b>	
					<b>Date</b>	

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

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

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

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

<b>Part II: Supporting Pages</b>								
PHA Name: Hall County Housing Authority - AMP 1			<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003-501 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2010</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
AMP 1	Office Remodel	1470		225,000	0			
AMP 1	Police Services	1408		25,000	42,300	42,300	33,840.00	
AMP 1	Administration	1410		39,162	39,091.68	39,091.68	39,091.68	
AMP 1	Fees & Costs	1430		50,000	40,000	36,827.27	26,207.27	
AMP 1	Asbestos Removal	1460		15,000	10,000	7,350	5,250.00	
AMP 1	Flooring	1460		5,000	17,500	24,917.10	17,230.19	
AMP 1	Plumbing	1460		3,000	26,500	26,041.85	24,255.39	
AMP 1	Boilers	1460		5,000	3,600	3,600	3,600.00	
AMP 1	Occupied Apartment Painting	1460		30,000	0			
AMP 1	Brickwork - RT	1460		7,500	0			
AMP 1	Painting Common Areas	1460		24,021	23,154	2,385	2,385.00	
AMP 1	Office Equipment / Remodel	1408		25,000	0			
AMP 1	Apartment Remodel (5 Year Plan)	1460			17,500	19,367.44	12,859.67	
AMP 1	Cabinet Renovation (5 year Plan)	1460			83,865.05	83,865.05	23,185.05	
AMP 1	Security Upgrades	1460			25,000			

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

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

<b>Part II: Supporting Pages</b>								
PHA Name:		<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant:</b>			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: Hall County Housing Authority - AMP 1					<b>Federal FFY of Grant: 2010</b>
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 1	9/1/2012		9/1/2014		

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



<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name:				<b>Federal FFY of Grant:</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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

<b>Part I: Summary</b>	
<b>PHA Name: Hall County Housing Authority - AMP 2</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003501-10 Replacement Housing Factor Grant No: Date of CFFP:
<b>FFY of Grant: 2010</b> <b>FFY of Grant Approval: 2010</b>	

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	25,000	16,450		13,160.00
4	1410 Administration (may not exceed 10% of line 21)	15,229	15,202.32		15,202.32
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs		5,500		5,250.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	50,000	177,284.95		81,126.24
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

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

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

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

<b>Part I: Summary</b>					
<b>PHA Name:</b> <b>Hall County</b> <b>Housing Authority</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003501-10 Replacement Housing Factor Grant No: Date of CFFP:		<b>FFY of Grant:2010</b> <b>FFY of Grant Approval: 2010</b>	
<b>Type of Grant</b>					
<input checked="" type="checkbox"/> <b>Original Annual Statement</b>		<input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b>		<input type="checkbox"/> <b>Revised Annual Statement (revision no: )</b>	
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b>		<input type="checkbox"/> <b>Final Performance and Evaluation Report</b>			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	90,229	214,437.27		
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities		16,902.95		
23	Amount of line 20 Related to Security - Soft Costs	25,000	25,450		
24	Amount of line 20 Related to Security - Hard Costs	15,000	25,000		
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>			<b>Date</b>		
<b>Signature of Public Housing Director</b>			<b>Date</b>		

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

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

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

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

<b>Part II: Supporting Pages</b>								
PHA Name: Hall County Housing Authority - AMP 2			<b>Grant Type and Number</b> Capital Fund Program Grant No: NE26P003-501 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2010</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
AMP 2	Grand Island Police Department	1408		25,000	16,450	16,450	13,160.00	
AMP 2	Administration	1410		15,229	15,202.32	15,202.32	15,202.32	
AMP 2	Occupied Apartment Painting	1460		10,000	0			
AMP 2	Building Improvement	1460		15,000	6,000	5,819.55	5,819.55	
AMP 2	Plumbing	1460		5,000	5,000	4,729.44	3,758.11	
AMP 2	Security Upgrade	1460		3,000	25,000			
AMP 2	Flooring	1460		5,000	25,000	36,397.39	26,609.62	
AMP 2	Replace Roofs	1460	3	12,000	32,000	23,441.50		
AMP 2	Apartment Renovation (5 Year Plan)	1460			64,500	63,043.96	44,938.96	
AMP 2	Fees & Costs (5 Year Plan)	1430			5,500	9,380	5,250.00	
AMP 2	504 Compliance Work	1460			19,784.95			

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

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

<b>Part II: Supporting Pages</b>								
PHA Name:			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant:</b>		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	

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

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

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name:				Federal FFY of Grant: 2010	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
AMP 2	9/1/2012		9/1/2014		

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

<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name:				<b>Federal FFY of Grant:</b>	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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

# **Hall County Housing Authority**

## **Violence Against Women Act (VAWA) Policy**

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

The purpose of the Hall County Housing Authority – Violence Against Women Act policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth HCHA’s (Hall County Housing Authority) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by HCHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

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

This Policy has the following principal goals and objectives:

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

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

This Policy shall be referenced in and attached to HCHA’s Five-Year Public Housing Agency Plan and HCHA’s Annual Agency Plan when/if applicable. This policy shall also be incorporated in and made a part of HCHA’s Admissions and Continued Occupancy Policy as well as the HCHA Administrative Plan.



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

#### **IV. Definitions**

As used in this Policy:

A. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

B. *Dating Violence* – means violence committed by a person—

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship.
  - (ii) The type of relationship.
  - (iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

- (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
  - (i) that person;
  - (ii) a member of the immediate family of that person; or
  - (iii) the spouse or intimate partner of that person;

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

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

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

## **V. Admissions and Screening**

*Non-Denial of Assistance* - HCHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

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

*VAWA Protections* - Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by HCHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by HCHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
  - (a) Nothing contained in this paragraph shall limit any otherwise available authority of HCHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither HCHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
  - (b) Nothing contained in this paragraph shall be construed to limit the authority of HCHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or HCHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
  - (c) Nothing contained in this paragraph or policy shall be construed to limit the authority of HCHA or a Section 8 owner or manager to evict or terminate the assistance of the applicant or tenant who is the perpetrator of the violent act.

- B. *Removal of Perpetrator* - Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, HCHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by HCHA. Leases used for all public housing operated by HCHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by HCHA, shall contain provisions setting forth the substance of this paragraph.
- C. *Protections Limited* – The VAWA is designed to provide protections for victims of domestic violence and their families. However, these protections are limited to the specific incident(s) of violence. For example, perpetrators who have been banned and are allowed into the home of a victim by the victim, their families or guests are still subject to eviction under the “One strike You’re Out Policy”. The original incident would not provide protections for the violation that occurred at a later date despite their status as a domestic violence victim.

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

A. *Requirement for Verification.* The law allows, but does not require, HCHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., HCHA shall require verification in all cases where an individual claims protection against any action proposed to be taken by HCHA using the protections found in this policy as justification for that protection. Section 8 owners or managers receiving rental assistance administered by HCHA may elect to require verification, or not to require it as permitted under applicable law.

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

1. *HUD-approved form* - by providing to HCHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident(s) in question is a bona fide incident(s) of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident(s) in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to HCHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident(s) of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to HCHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident(s) in question.

B. *Time requirements to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident(s) of actual or threatened domestic violence, dating violence or stalking, and who is requested by HCHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Executive Director of HCHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## **VIII. Confidentiality**

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to HCHA or to a Section 8 owner or manager in connection with a verification required under Section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

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

- B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by HCHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

## **IX. Transfer to New Residence**

- A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, HCHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. This transfer may also occur between programs if deemed necessary by HCHA. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- B. *Action on applications.* HCHA will act upon such an application in an expedient and responsible fashion.
- C. *No right to transfer.* HCHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of HCHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. *Family rent obligations.* If a family occupying HCHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by HCHA. In cases where HCHA determines that the family's decision to move was reasonable under the circumstances, HCHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- E. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

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

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

B. *Family break-up.* Other HCHA policies regarding family break-up are contained in HCHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

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

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

## **XII. Notification**

HCHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

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

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

## **XIV. Amendment**

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