

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

JUDY FERRARO - Chairperson
MARY FOLEY - Vice-Chairperson
YOLANDA ANN COMMARATO
MATTIE ANDERSON
DIANE NELSON
THOMAS FOLEY
CAROL DEBLASIO

DOUGLAS G. DZEMA, PHM
Executive Director

PATRICIA HOLLY
Deputy Director

RICHARD C. SCIRIA
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, PHM
Executive Director

Date: July 27, 2016

Re: Section 8 Admin Plan
Revision of Payment Standards

This is to recommend raising the one bedroom and three bedroom payments standards. Our voucher holders have been having trouble finding affordable units based on the current payment standards which is creating and underutilization of vouchers in the program. Underutilization of vouchers ultimately leads to less funding in subsequent years.

HUD requires payment standards to be set between 90% and 110% of the current FMRs. They can be no less than 90%. The payment standards established reflect the highest rent the Authority will approve. The Authority must determine the amount to set the payment standards in accordance with HUD requirements, comparable rents in the community, and the average gross rents of units on the section 8 program.

The revised payment standards will be effective August 1, 2016.

The proposed payment standards are attached.

The revised payment standards will be effective August 1, 2016.

	0 BR	1 BR	2 BR	3 BR	4 BR
Current PS	\$813	\$1,060	\$1,323	\$1,755	\$2,064
2016 FMR (final for 12/11/2015)	\$904	\$1,124	\$1,417	\$1,928	\$2,245
90% 2016 FMR	\$813	\$1012	\$1,275	\$1,735	\$2,021
Revised PS (effective 8/1/2016)	\$813	\$1,124	\$1,323	\$1,855	\$2,064

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

JUDY FERRARO - Chairperson
MARY FOLEY - Vice-Chairperson
YOLANDA ANN COMMARATO
MATTIE ANDERSON
DIANE NELSON
THOMAS FOLEY
CAROL DEBLASIO

DOUGLAS G. DZEMA, PHM
Executive Director

PATRICIA HOLLY
Deputy Director

RICHARD C. SCIRIA
Counsel

Memorandum to: Board of Commissioners

From: Douglas G. Dzema
Executive Director

Date: November 9, 2015

Re: Public Housing and Section 8 Preference
Involuntarily Displaced

Add Preference for Displacement Due to Natural Disaster, Government Action, or Domestic Violence

It is recommended to add the following preference to the public housing and section 8 waiting list as followed: "A) An individual or family residing in a legal rental unit in accordance with local and state ordinance who becomes displaced by fire, natural disaster, condemnation or eminent domain by a local or state agency, and for which such action was not the result of neglect or intentional act of the applicant or member of the household. B) Displaced as a result of domestic violence, dating violence, sexual assault or stalking."

Currently, the Authority has several elderly applicants on the public housing waiting list who are being displaced because their rental units are to be demolished. The units are in a building that sustained damage from Superstorm Sandy, and it has been determined the building needs to be demolished.

The domestic violence preference is to be added in accordance with the Violence Against Women Reauthorization Act of 2013. It is applicable to both genders.

Neither preference will be scored in a way that will override an existing residency preference in section 8 or to place a non-elderly family ahead of an elderly family in public housing.

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

JUDY FERRARO - Chairperson
MARY FOLEY - Vice-Chairperson
YOLANDA ANN COMMARATO
MATTIE ANDERSON
DIANE NELSON
THOMAS FOLEY
CAROL DEBLASIO

DOUGLAS G. DZEMA, PHM
Executive Director

PATRICIA HOLLY
Deputy Director

RICHARD C. SCIRIA
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, PHM
Executive Director

Date: September 10, 2015

Re: Section 8 Administrative Plan
Revision of Utility Allowances

Once each year the Housing Authority must review and revise the Section 8 utility allowances to ensure they are consistent with the current cost of utilities. It is recommended the NJHMFA utility allowance schedule dated 7/1/2015 be adopted to take effect December 1, 2015.

DD:kpd

**Allowance for
Tenant-Furnished Utilities
and Other Services**

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

OMB Approval No. 2577-0169
(exp. 4/30/2014)

Locality		Unit Type					Effective
New Jersey Department of Community Affairs NJ Averages		Single Family Detached					07/01/2015
Utility or Service		Monthly Dollar Allowances					Expires
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	40	54	65	82	92	107
	b. Electric	51	69	83	104	118	137
	c. Bottle Gas	125	170	203	256	289	337
	d. Oil	99	134	160	202	229	266
Cooking	a. Natural Gas	6	8	10	12	15	17
	b. Electric	10	13	18	22	27	29
	c. Bottle Gas	18	23	31	39	48	52
Other Electricity		35	44	60	74	91	99
Air Conditioning		18	24	32	39	47	53
Water Heating	a. Natural Gas	7	9	13	16	19	21
	b. Electric	13	17	23	29	36	38
	c. Bottle Gas	23	29	39	49	61	65
	d. Oil	17	21	28	35	44	47
Water							
Sewer							
Trash Collection							
Range/Microwave		4	4	5	5	6	6
Refrigerator		4	4	4	5	5	7
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for actual unit rented.

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Name of Family

Address of Unit

Number of Bedrooms

**Allowance for
Tenant-Furnished Utilities
and Other Services**

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

OMB Approval No. 2577-0169
(exp. 4/30/2014)

Locality		Unit Type					Effective
New Jersey Department of Community Affairs NJ Averages		(Semi-Detached)*					07/01/2015
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	35	45	60	74	89	100
	b. Electric	45	57	77	95	113	127
	c. Bottle Gas	109	140	188	233	278	312
	d. Oil	86	111	149	184	220	246
Cooking	a. Natural Gas	6	8	10	12	15	17
	b. Electric	10	13	18	22	27	29
	c. Bottle Gas	18	23	31	39	48	52
Other Electricity		35	44	60	74	91	99
Air Conditioning		11	14	18	23	27	31
Water Heating	a. Natural Gas	7	9	13	16	19	21
	b. Electric	13	17	23	29	36	38
	c. Bottle Gas	23	29	39	49	61	65
	d. Oil	17	21	28	35	44	47
Water							
Sewer							
Trash Collection							
Range/Microwave		4	4	5	5	6	6
Refrigerator		4	4	4	5	5	7
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

**Allowance for
Tenant-Furnished Utilities
and Other Services**

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

OMB Approval No. 2577-0169
(exp. 4/30/2014)

Locality		Unit Type					Effective
New Jersey Department of Community Affairs NJ Averages		Duplex & Two/Three Family (Semi Detached)*					07/01/2015
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	37	47	62	78	91	104
	b. Electric	47	60	80	99	116	132
	c. Bottle Gas	115	148	196	243	285	324
	d. Oil	91	117	154	192	225	256
Cooking	a. Natural Gas	6	8	10	12	15	17
	b. Electric	10	13	18	22	27	29
	c. Bottle Gas	18	23	31	39	48	52
Other Electricity		35	44	60	74	91	99
Air Conditioning		11	14	18	23	27	31
Water Heating	a. Natural Gas	7	9	13	16	19	21
	b. Electric	13	17	23	29	36	38
	c. Bottle Gas	23	29	39	49	61	65
	d. Oil	17	21	28	35	44	47
Water							
Sewer							
Trash Collection							
Range/Microwave		4	4	5	5	6	6
Refrigerator		4	4	4	5	5	7
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Allowance for Tenant-Furnished Utilities and Other Services

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

OMB Approval No. 2577-0169
(exp. 4/30/2014)

Locality		Unit Type					Effective
New Jersey Department of Community Affairs NJ Averages		Row House / Garden Apartment (Rowhouse/Townhouse)*					07/01/2015
Utility or Service		Monthly Dollar Allowances					Expires
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	30	40	55	68	83	96
	b. Electric	39	52	70	87	105	123
	c. Bottle Gas	95	127	172	214	259	301
	d. Oil	75	100	135	169	204	238
Cooking	a. Natural Gas	6	8	10	12	15	17
	b. Electric	10	13	18	22	27	29
	c. Bottle Gas	18	23	31	39	48	52
Other Electricity		35	44	60	74	91	99
Air Conditioning		11	14	18	23	27	31
Water Heating	a. Natural Gas	7	9	13	16	19	21
	b. Electric	13	17	23	29	36	38
	c. Bottle Gas	23	29	39	49	61	65
	d. Oil	17	21	28	35	44	47
Water							
Sewer							
Trash Collection							
Range/Microwave		4	4	5	5	6	6
Refrigerator		4	4	4	5	5	7
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

**Allowance for
Tenant-Furnished Utilities
and Other Services**

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

OMB Approval No. 2577-0169
(exp. 4/30/2014)

Locality		Unit Type					Effective
New Jersey Department of Community Affairs NJ Averages		(Low Rise)*					07/01/2015
Utility or Service		Monthly Dollar Allowances					Expires
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	33	43	57	71	85	98
	b. Electric	42	55	73	90	109	125
	c. Bottle Gas	103	135	180	222	267	307
	d. Oil	81	106	142	175	211	242
Cooking	a. Natural Gas	6	8	10	12	15	17
	b. Electric	10	13	18	22	27	29
	c. Bottle Gas	18	23	31	39	48	52
Other Electricity		35	44	60	74	91	99
Air Conditioning		10	13	17	21	25	28
Water Heating	a. Natural Gas	7	9	13	16	19	21
	b. Electric	13	17	23	29	36	38
	c. Bottle Gas	23	29	39	49	61	65
	d. Oil	17	21	28	35	44	47
Water							
Sewer							
Trash Collection							
Range/Microwave		4	4	5	5	6	6
Refrigerator		4	4	4	5	5	7
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance. Complete below for actual unit rented.		Utility or Service	per month cost
Name of Family _____ Address of Unit _____ Number of Bedrooms _____		Heating	\$ _____
		Cooking	_____
		Other Electric	_____
		Air Conditioning	_____
		Water Heating	_____
		Water	_____
		Sewer	_____
		Trash Collection	_____
		Range/Microwave	_____
		Refrigerator	_____
		Other	_____
		Total	\$ _____

**Allowance for
Tenant-Furnished Utilities
and Other Services**

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

OMB Approval No. 2577-0169
(exp. 4/30/2014)

Locality		Unit Type					Effective
New Jersey Department of Community Affairs NJ Averages		High Rise (High Rise with Elevator)*					07/01/2015
Utility or Service		Monthly Dollar Allowances					Expires
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	31	36	42	51	58	72
	b. Electric	35	43	53	65	81	94
	c. Bottle Gas						
	d. Oil						
Cooking	a. Natural Gas	6	8	10	12	15	17
	b. Electric	10	13	18	22	27	29
	c. Bottle Gas						
Other Electricity	35	44	60	74	91	99	
Air Conditioning	10	13	17	21	25	28	
Water Heating	a. Natural Gas	7	9	13	16	19	21
	b. Electric	13	17	23	29	36	38
	c. Bottle Gas						
	d. Oil						
Water							
Sewer							
Trash Collection							
Range/Microwave	4	4	5	5	6	6	
Refrigerator	4	4	4	5	5	7	
Other – specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for actual unit rented.

Name of Family _____

Address of Unit _____

Number of Bedrooms _____

Utility or Service	per month cost
Heating	\$ _____
Cooking	_____
Other Electric	_____
Air Conditioning	_____
Water Heating	_____
Water	_____
Sewer	_____
Trash Collection	_____
Range/Microwave	_____
Refrigerator	_____
Other	_____
Total	\$ _____

**Allowance for
Tenant-Furnished Utilities
and Other Services**

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

OMB Approval No. 2577-0169
(exp. 4/30/2014)

Locality		Unit Type					Effective
New Jersey Department of Community Affairs NJ Averages		Mobile Home (Manufactured Home)*					07/01/2015
Utility or Service		Monthly Dollar Allowances					Expires
5287		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	30	37	48	61	76	
	b. Electric	39	47	61	78	97	
	c. Bottle Gas	95	115	149	191	239	
	d. Oil	75	91	118	151	188	
Cooking	a. Natural Gas	6	8	10	12	15	
	b. Electric	10	13	18	22	27	
	c. Bottle Gas	18	23	31	39	48	
Other Electricity		35	44	60	74	91	
Air Conditioning		16	20	27	33	40	
Water Heating	a. Natural Gas	7	9	13	16	19	
	b. Electric	13	17	23	29	36	
	c. Bottle Gas	23	29	39	49	61	
	d. Oil	17	21	28	35	44	
Water							
Sewer							
Trash Collection							
Range/Microwave		4	4	5	5	6	
Refrigerator		4	4	4	5	5	
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

JUDY FERRARO - Chairperson
MARY FOLEY - Vice-Chairperson
YOLANDA ANN COMMARATO
MATTIE ANDERSON
DIANE NELSON
THOMAS FOLEY
CAROL DEBLASIO

DOUGLAS G. DZEMA, PHM
Executive Director

PATRICIA HOLLY
Deputy Director

RICHARD C. SCIRIA
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, PHM
Executive Director

Date: September 12, 2014

Re: Change to Section 8 Administrative Plan

The Authority must revise its administrative plan to be in compliance with Notice PIH 2014-20 regarding HUD's Equal Access Rule. It is recommended the following language be adopted pursuant to the notice.

35. DEFINITION OF FAMILY

“Family” may be:

- (a) Is a family as follows:
 - (1) A single person, who may be an elderly person, displaced person, disabled person, near elderly person or any other single person; or
 - (2) A group of persons residing together and such group includes but is not limited to a family with or without children; an elderly family; a near-elderly family; a disabled family; a displaced family; and the remaining member of a tenant family.
 - (3) The Authority will provide equal access regardless of sexual orientation, gender identity, or marital status.

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

JUDY FERRARO - Chairperson
MARY FOLEY - Vice-Chairperson
YOLANDA ANN COMMARATO
MATTIE ANDERSON
DIANE NELSON
CHRISTOPHER HOFF
THOMAS FOLEY

DOUGLAS G. DZEMA, PHM
Executive Director

PATRICIA HOLLY
Deputy Director

RICHARD C. SCIRIA
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, PHM
Executive Director

Date: October 10, 2013

Re: Section 8 Administrative Plan
Revision to Preference Policy

It is recommended to approve the following preference policy for section 8 which will add a preference category for NJ Bayshore Region residents.

Section 8 Administrative Plan

V. Applying For Assistance

2. Closing of Application Taking: If the PHA is taking applications, the PHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to be housed within the next 12 month period. However, the waiting list will remain open for public housing applicants that do not meet the Authority's screening criteria but are still eligible for section 8 assistance, relocation of a Public Housing tenant to protect the health or safety of the tenant family or other public housing families, and for public housing families participating in the section 8 homeownership program.

XII. 2. Organization of the Waiting List: The PHA waiting list must contain the following information for each applicant listed:

- A. Applicant name;
- B. Family Unit Size (number of bedrooms for which family qualifies under PHA occupancy guidelines)

- C. Placement of a Public Housing Applicant that does not meet the screening criteria but is otherwise eligible for section 8.
- D. Relocation of a Public Housing tenant to protect the health or safety of the tenant family or other public housing families.
- E. Relocation of a Public Housing tenant to participate on the section 8 homeownership program.
- F. Residents of Keansburg who meet the definition of a working family
- G. Residents of Keansburg
- H. Residents of NJ Bayshore Region Towns who meet the definition of a working family
- I. Residents of NJ Bayshore Region Towns
- J. Non-Residents who meet the definition of a working family
- K. Non Residents
- L. Date and Time of application.

Preference for admission will be prioritized based on factors C-L. The earliest date and time of application will break a tie when two or more applicants share a preference. Resident is defined as someone who either lives or works in the jurisdiction. The NJ Bayshore Region is comprised of the towns of Aberdeen, Matawan, Hazlet, Keyport, Union Beach, Highlands, Atlantic Highlands, and Middletown. For example, an applicant who lives in Aberdeen or Freehold but works in Keansburg will receive the Keansburg resident preference. A person who lives in Red Bank but works in Matawan would receive a NJ Bayshore Region resident preference.

XII. 3. Order of Selection from the waiting List:

A. When a Housing Voucher is available, the PHA will select the family at the top of the list in accordance with Section XII. 2. The order of admission from the waiting list may not be based on family size, or on the family unit size for which the family qualifies for under the PHA occupancy guidelines. If the PHA does not have sufficient funds to subsidize the family unit size of the family at the top of the waiting list, the PHA may not skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available.

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

JUDY FERRARO - Chairperson
MARY FOLEY - Vice-Chairperson
YOLANDA ANN COMMARATO
MATTIE ANDERSON
DIANE NELSON
CHRISTOPHER HOFF
THOMAS FOLEY

DOUGLAS G. DZEMA, PHM
Executive Director

PATRICIA HOLLY
Deputy Director

RICHARD C. SCIRIA
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, PHM
Executive Director

Date: October 10, 2013

Re: Payment Standards

HUD requires payment standards to be set between 90% and 110% of the current FMRs. The payment standards established reflect the highest rent the Authority will approve. The 2014 FMRs have been released and a review of our current payment standards indicates the Authority's current payment standards are within the required percentages. However, It is recommended the one and two bedroom payment standards be raised as indicated to better reflect the contract rents in our section 8 program for units of this size.

Keansburg Current Payment Standards

0 BR 865
1 BR 1045
2 BR 1276
3 BR 1760
4 BR 2060

It is recommended the payment standards be adjusted as follows. The 2014 FMRs are in parenthesis.

Keansburg Proposed Payment Standards

0 BR 865 (917)
1 BR 1083 (1083)
2 BR 1326 (1345)
3 BR 1760 (1865)
4 BR 2060 (2193)

If approved, the new payment standards will go into effect January 1, 2013.

Allowances for Tenant-Furnished Utilities and Other Services

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

OMB Approval No. 2577-0169
(exp. 4/30/2014)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Keansburg Housing Authority		Walk-Up					10/01/2012
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	28	38	50	61	77	88
	b.						
	c. Oil	73	100	127	158	200	227
	d. Electric	50	70	90	110	140	160
Cooking	a. Natural Gas	13	16	17	19	22	24
	b.						
	c.						
	d. Electric	8	12	15	19	24	27
Other Electric		19	25	32	39	48	55
Air Conditioning							
Water Heating	a. Natural Gas	10	14	17	22	27	32
	b.						
	c. Oil	31	42	54	65	81	92
	d. Electric	25	34	44	56	75	87
Water		23	27	31	35	43	46
Sewer		55	56	57	58	60	61
Trash Collection							
Range/Microwave							
Refrigerator							
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Allowances for Tenant-Furnished Utilities and Other Services

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

OMB Approval No. 2577-0169
(exp. 4/30/201)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Keansburg Housing Authority		Row House/Garden Apartment					10/01/2012
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	28	39	50	63	79	91
	b.						
	c. Oil	73	104	135	162	204	235
	d. Electric	52	72	93	114	145	165
Cooking	a. Natural Gas	13	16	17	19	22	24
	b.						
	c.						
	d. Electric	8	12	15	19	24	27
Other Electric		19	25	32	39	48	55
Air Conditioning							
Water Heating	a. Natural Gas	10	14	17	22	27	32
	b.						
	c. Oil	31	42	54	65	81	92
	d. Electric	25	34	44	56	75	87
Water		23	27	31	35	43	46
Sewer		55	56	57	58	60	61
Trash Collection							
Range/Microwave							
Refrigerator							
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Allowances for Tenant-Furnished Utilities and Other Services

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

OMB Approval No. 2577-0169
(exp. 4/30/2014)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Keansburg Housing Authority		Detached & Semi-Detached					10/01/2012
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	29	42	53	65	82	94
	b.						
	c. Oil	77	108	139	169	216	246
	d. Electric	54	76	97	119	151	173
Cooking	a. Natural Gas	13	16	17	19	22	24
	b.						
	c.						
	d. Electric	8	12	15	19	24	27
Other Electric		19	25	32	39	48	55
Air Conditioning							
Water Heating	a. Natural Gas	10	14	17	22	27	32
	b.						
	c. Oil	31	42	54	65	81	92
	d. Electric	25	34	44	56	75	87
Water		23	27	31	35	43	46
Sewer		55	56	57	58	60	61
Trash Collection							
Range/Microwave							
Refrigerator							
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Allowances for Tenant-Furnished Utilities and Other Services

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

OMB Approval No. 2577-0169
(exp. 4/30/2014)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Keansburg Housing Authority		Elevator Building					10/01/2012
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	18	26	33	40	52	59
	b.						
	c. Oil	69	96	123	150	189	216
	d. Electric	48	68	87	107	136	155
Cooking	a. Natural Gas	13	16	17	19	22	24
	b.						
	c.						
	d. Electric	8	12	15	19	24	27
Other Electric		19	25	32	39	48	55
Air Conditioning							
Water Heating	a. Natural Gas	10	14	17	22	27	32
	b.						
	c. Oil	31	42	54	65	81	92
	d. Electric	25	34	44	56	75	87
Water		23	27	31	35	43	46
Sewer		55	56	57	58	60	61
Trash Collection							
Range/Microwave							
Refrigerator							
Other -- specify							

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

JUDY FERRARO - Chairperson
MARY FOLEY - Vice-Chairperson
SISTER ELIZABETH GARVEY
YOLANDA ANN COMMARATO
MATTIE ANDERSON
CASSIE HUBER

DOUGLAS G. DZEMA, PHM
Executive Director

PATRICIA HOLLY
Deputy Director

RICHARD C. SCIRIA
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, PHM
Executive Director

Date: June 14, 2012

Re: Section 8 Admin Plan
Section X Grounds for Denial or Termination of Assistance

This is to recommend adopting the revisions to the Section 8 Admin Plan as outlined below to make the policy consistent with the criteria being used by the new resident screening program:

Section X. Grounds for Denial or Termination of Assistance

Replace the first paragraph as follows "The PHA may deny assistance for an applicant or terminate assistance for a participant under the programs because of the family's action or failure to act as described in this policy or 24 CFR 982.552 or 982.553. The provisions of this section do not affect denial or termination of assistance for grounds other than action or failure to act. Denial of assistance may include: denying listing on the waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, terminating housing assistance under an existing HAP contract, and refusing to process or provide assistance under portability procedures". This change expands the types of denials of assistance in the current policy and reflects HUD regulations.

Replace F. as follows "Any family member engaged in criminal activity or alcohol abuse as described in 24 CFR 982.553". This change broadens the offenses for which an applicant can be rejected or a participant terminated from the section 8 program.

Replace L. as follows "The applicant and all adults must sign a release allowing the PHA to conduct a background check including a credit and criminal check, and verification of social security numbers". This change broadens the scope of the background check and allows for the Authority to change resident screening vendors when necessary.

Delete all of section 3 pertaining to time frames for denial. The time frames being used are attached and were determined with the assistance of the resident screening vendor.

Attached is the criminal activity criteria the Authority will use to screen section 8 applicants. It was determined with the assistance of the Authority's new resident screening vendor. HUD requires a permanent ban on admission to anyone convicted of manufacture or distribution of methamphetamine. In New Jersey criminal records do not indicate what type of drug the person was convicted of distributing. Therefore, the system has been set up to reject anyone with a possession with intent to deliver a controlled substance. Applicants will have an opportunity to verify that their conviction was for a drug other than methamphetamine. In those cases the Authority will impose a ban for 10 years.

The criteria for public housing are the same except the ban for possession of a controlled substance felony level is 10 years, and misdemeanor level is 5 years. HUD requires the ban for possession offenses for section 8 participation to be only 1 year.

Criminal Acceptance Guidelines

Subscriber:

Keansburg HA-Section 8

Itemized Crimes

	Conviction Time Limit	Charge Time Limit	Arrest Time Limit
Arson	99	0	0
Assault, Aggravated	99	0	0
Assault, Simple	5	0	0
Burglary	5	0	0
Counterfeiting/Forgery	10	0	0
DUI	0	0	0
Embezzlement/Bribery	10	0	0
Endangering the Welfare of a Child	5	0	0
Extortion/Blackmail	10	0	0
Firearms Violations	10	0	0
Kidnapping	99	0	0
Manslaughter, Involuntary	99	0	0
Manslaughter, Voluntary	99	0	0
Murder / Homicide	99	0	0
Murder / Homicide, Attempt to Solicit	99	0	0
Possession of a Controlled Substance - Felony Level	1	0	0
Possession of a Controlled Substance - Misdemeanor Level	1	0	0
Possession with Intent to Deliver a Controlled Substance	99	0	0
Prostitution	10	0	0
Rape	99	0	0
Robbery	10	0	0
Robbery, Armed	99	0	0
Sexual Offenses	99	0	0
Theft	5	0	0
Use / Constuction of Weapons of Mass Destruction	99	0	0

Category Crimes

Felony-Level (Other than Above)	10	0	0
Misdemeanor-Level (Other than Above)	5	0	0
Summary-Level (Other than Above)	0	0	0
Driving Offenses	0	0	0

Note: Time limits above are based on the most recent of date of charge, conviction, Incarceration release or probation release

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

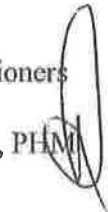
JUDY FERRARO, *Chairperson*
CINDY ETZKORN, *Vice-Chairperson*
SISTER ELIZABETH GARVEY
PAT HAMILTON
YOLANDA ANN COMMARATO
MARY FOLEY
MATTIE ANDERSON

DOUGLAS G. DZEMA, P.H.M.
Executive Director

PATRICIA HOLLY
Deputy Director

EDWARD TESTINO
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, P.H.M.
Executive Director 

Date: November 13, 2008

Re: Section 8 Administrative Plan
Encouraging Owner Participation

This is to recommend approval of the attached amendment to the Section 8 Administrative Plan. This policy is required for the Authority to be in compliance with HUD SEMAP requirements.

Section XVI.

11. ENCOURAGING OWNER PARTICIPATION

The HA encourages participation of owners of suitable units located outside areas of poverty or minority concentration and encourages Voucher Holders to relocate to these areas. The HA shall implement this policy as follows:

- A. Create map to delineate areas of poverty/minority concentration and areas located in the HA jurisdiction that offer housing opportunities in areas not of poverty/minority concentration. This map is included in the Section 8 offices.
- B. Briefing packets also contain organizations that can assist participants in locating housing outside of Keansburg. Owners will be solicited through outreach which may include newspaper ads, press releases, landlord briefings, provision of landlord guides, and word of mouth.
- C. The briefing packet includes an explanation of portability and a list of neighboring PHAs with contact names and phone numbers. Portability is discussed during program orientation. Participants are instructed to inform HA personnel of any problems they encounter in trying to rent in areas outside of poverty concentration.
- D. The HA will track complaints in regard to difficulty in leasing units in areas outside poverty concentration, will analyze these complaints and attempt to resolve problems within its control.

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

JUDY FERRARO, *Chairperson*
CINDY ETZKORN, *Vice-Chairperson*
SISTER ELIZABETH GARVEY
PAT HAMILTON
JIM BELLACH
YOLANDA ANN COMMARATO
MARY FOLEY

DOUGLAS G. DZEMA, P.H.M.
Executive Director

PATRICIA HOLLY
Deputy Director

EDWARD TESTINO
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, PHM
Executive Director

Date: March 13, 2008

Re: Section 8 Homeownership Program
Management Agreement With Perth Amboy Housing Authority

This is to recommend having the Perth Amboy Housing Authority administer the Keansburg Housing Authority's homeownership program. Administration of the program will be done at the offices of both Authorities as appropriate to each client's individual circumstances. The Perth Amboy Housing Authority will administer the program at a reduced rate of \$60 per hour. All other terms of the current management agreement with the Perth Amboy Housing Authority remain the same.

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

JUDY FERRARO, *Chairperson*
CINDY ETZKORN, *Vice-Chairperson*
SISTER ELIZABETH GARVEY
PAT HAMILTON
JIM BELLACH
YOLANDA ANN COMMARATO
MARY FOLEY

DOUGLAS G. DZEMA, P.H.M.
Executive Director

PATRICIA HOLLY
Deputy Director

EDWARD TESTINO
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, PHM
Executive Director

Date: March 13, 2008

Re: Section 8 Administrative Plan
Homeownership Program

This is to recommend adopting the attached amendment to the Section 8 Administrative Plan to implement a homeownership policy for section 8 participants. If agreed, the Board will then be asked to pass a resolution to have the Perth Amboy Housing Authority staff administer the homeownership program for the Keansburg Housing Authority.

The homeownership program will allow section 8 participants to use their vouchers to purchase homes. Instead of subsidizing the rent, the Authority would be agreeing to subsidize the monthly mortgage payment. Families will be eligible to receive this assistance for up to 15 years at which time they would have to assume total responsibility for the mortgage payments. An exception would be made for families for which the head of household and/or spouse are elderly or disabled at the time they entered the homeownership program. In these cases the Authority would subsidize the mortgage for the entire 30 year period.

XXXV. Homeownership Policy- In addition to the requirements of 24 CFR Part 982, the following requirements are added by the Housing Authority as permitted by the regulation:

- A. Additional Requirements-** In addition to meeting the criteria of 982.626 (a), the family must meet the following criteria:
1. Family is in good standing with the Authority (no major lease or family obligation violations within past six months).
 2. Family has sufficient resources to pay a down payment equal to 3% of the purchase price of a typical home that meets their family household size, and closing costs. At least 1% of these funds must come from the family's personal resources. **Note:** At the discretion of the Housing Authority, participants may be exempt from this requirement.
 3. Family has an acceptable credit history (Families unable to meet this criteria initially will be referred to credit counseling, and then reconsidered for the program).
 4. Family is determined "mortgage ready". This means based on a review by Authority staff, the family would likely qualify for a mortgage based on its income and housing prices applicable to the size house the family requires.
 5. Family has attended an Authority sponsored homeownership seminar, briefing and completed a survey.
 6. Family has signed the Statement of Family Obligations form for the program.
- B. Maximum Time to Locate and Purchase a Home-** The family will be given six months to locate and purchase a home. Extensions to this will be given on a case-by-case basis depending on the effort made by the family to find a suitable home. The family will be required to provide the Authority with bi-weekly reports on their progress.
- C. Issuing a Voucher in Lieu of Homeownership Assistance-** The family will be provided a voucher for rental assistance if they are unable to find and purchase a home under this program.
1. **Minimum Homeowner Equity Requirement-** The family must put three percent of the purchase price of the home as a down payment. At least one percent of this amount must come from the family's personal resources. **Note** At the discretion of the Housing Authority, participants may be exempt from this requirement.
- D. Approval of Financing:**
1. The mortgage must be affordable to the family. The Authority will determine affordability by taking into consideration the monthly homeownership expense plus all other monthly financial obligations of the family.
 2. The mortgage must not have a balloon payment.
 3. The mortgage must have a fixed interest rate, no adjustable rates will be permitted.

4. The mortgage must be provided, insured, or guaranteed by the state or federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- E. Requirement for Continuation of Assistance-** The family must participate in on-going homeownership counseling as required by the Authority. The extent and frequency of counseling will be established at the time homeownership assistance begins, depending on the family's particular situation. The family must also notify the Authority within seven days if it fails to make a mortgage payment by the due date.
- F. Homeownership Expenses-** Homeownership expenses will include:
1. Principal and interest on initial mortgage and any refinancing of such debt;
 2. Mortgage insurance;
 3. Real estate taxes;
 4. Home insurance;
 5. One hundred dollars monthly for maintenance expenses;
 6. One hundred dollars monthly for major repairs and replacements;
 7. Utility allowance as per the Authority utility allowance schedule;
 8. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home;
 9. The cooperative charge under the occupancy agreement (co-op only);
 10. Operating costs or maintenance fees assessed by the homeowners association (co-op and condos only).
- G. Payment of Assistance Payment to the Lender-** Payments will be made directly to the lender, if the lender will accept separate payments. If the assistance payment exceeds the amount due to the lender, the Authority will pay the excess to the family. If the lender will not accept separate payments, the Authority will provide the subsidy directly to the family.
- H. Number of Times Families Can Move-** Families will not be permitted to move more than once per calendar year unless the Authority determines a hardship will result if the family is not permitted to move. Additionally, moves with assistance may be prohibited if the Authority does not have sufficient funds to provide continued assistance. A family can move to a new unit with either rental assistance or homeownership assistance in accordance with requirements of the applicable program. The Authority may not commence assistance so long as any family member still owns or has any title or interest in the prior home. Per Section 982.635 (e), homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family.
- J. Requirements of Independent Inspector:** The inspector must meet all New Jersey State requirements and be independent of and not referred by the seller or realtor.

- K. **Limit on Number of Vouchers Administered**--The Housing Authority may assist up to 10 participants per year under the homeownership program. Additional participants will be accepted into the program at the discretion of the Housing Authority based on workload requirements.
- L. **PHA Disapproval of Seller** -- The Authority reserves the right to disapprove the seller based on HUD regulations.
- M. **Down payment Assistance Grants** --Under Section 301 of 24 CFR Part 982, HUD has proposed that PHAs may offer a single grant to be used as a down payment, in lieu of paying monthly homeownership assistance expenses. The Housing Authority will offer this option at the request of the family.
- Note:** PHAs may not commence this option until HUD publishes a notice in the *Federal Register* announcing that appropriated funds are available for this use.

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

SISTER ELIZABETH GARVEY, *Chairperson*
JUDY FERRARO, *Vice-Chairperson*
PAT HAMILTON
EILEEN BOWERS
LISA STRYDIO
FRANK GOODLINE
JIM BELLACH

DOUGLAS G. DZEMA, P.H.M.
Executive Director

PATRICIA HOLLY
Deputy Director

GENE J. ANTHONY
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, PHM
Executive Director

Date: December 20, 2006

Re: Section 8 Administrative Plan
Implementation of the Violence Against Women and Justice Department
Reauthorization Act of 2005.

This is to recommend adopting a revision to the Section 8 Administrative Plan to implement the Violence Against Women and Justice Department Reauthorization Act of 2005. Attached is the revision which was created in the policy as a new Section XXXVII.

**XXXVII. Implementation of the Violence Against Women and Justice Department
Reauthorization Act of 2005.**

31. Implementation of the Violence Against Women and Justice Department Reauthorization Act of 2005.

The fourth provision of Section 606 amends voucher program statutes on Selection (Sec.8(o)(6)(B) and leases and tenancy (Sec.8(o)(7)(C) and 7(D) to provide new protections for victims of domestic violence, dating violence, and stalking.

Section 8(o)(7)(C) and (7)(D) govern prohibitions on termination of assistance and evictions that must be reflected in Housing Assistance Payment Contracts between the PAHA and an owner.

The law creates a new Section 8(o)(20) "Prohibited Basis for Termination of Assistance" which applies basically the same new prohibitions on termination of assistance directly to the PAHA in the administration of voucher assistance as are provided in sec. 8(o)(7)(C).

Implementation

- *Selection:* That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant. Nothing in this section supersedes a Federal, State, or local law that provide greater protection for victims.
- *Lease Terms Regarding Termination:* An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.
- *Regarding the HAP Contract-Termination of Assistance/Eviction:* Criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy or occupancy rights, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking.
- Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any participant or immediate member of a participant's family who is a victim of the domestic violence, dating violence, or stalking.
- The PAHA may terminate assistance or an owner may bifurcate the lease to terminate assistance to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without terminating assistance/evicting victimized lawful occupants.
- The PAHA or an owner are authorized to honor court orders regarding rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among household members in cases where a family breaks up.
- Nothing limits the ability of the PAHA to terminate assistance or the owner to evict for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a "more demanding standard" than non-victims.
- Nothing is to prohibit termination or eviction if the PAHA or owner "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated."

- Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

Denial of Portability

- The bill amends portability statutes at Section 8(r)(5) to provide that the PAHA may not deny portable voucher assistance to a tenant who violated previous assisted lease terms solely in order to move out quickly because of the fear of domestic violence. The statute provides that the PAHA may not terminate or deny portable voucher assistance to a tenant who is otherwise in compliance with program rules who moved out of a previous assisted unit in order to “protect the health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.”

Certification and Confidentiality

- The PAHA may request that an individual certify via HUD-approved certification form that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the statute. Such certification shall include the name of the perpetrator.
- The individual shall provide such certification with 14 business days after the PAHA requests such certification in writing. If the certification is not received within 14 business days of the written request, nothing would limit the PAHA’s ability to evict. The PAHA may extend the 14 day deadline at their discretion.
- Alternatively, an individual may satisfy the certification requirement by
 1. providing 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 domestic violence, dating violence, or stalking, or the effects of the abuse, in which the professional attests 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, and the victim of domestic violence, dating violence, or stalking has signed or attested to documentation; or
 2. producing a Federal, State, tribal, territorial, or local police or court record.
- Confidentiality: Information provided by the victim pursuant to the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734

Telephone: # 732-787-6151 / Fax: # 732-787-5204

SISTER ELIZABETH GARVEY, *Chairperson*
JOHN SMITH, *Vice-Chairperson*
PAT HAMILTON
MARY ROGERS
EILEEN BOWERS
MARYLOU RAZZANO
PAT GILLIGAN

DOUGLAS G. DZEMA, P.H.M.
Executive Director

PATRICIA HOLLY
Deputy Director

GENE J. ANTHONY
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, PHM
Executive Director

Date: March 3, 2006

Re: Section 8 Administrative Plan
Revision to Section VI. Missed Appointments for Applicant/Participant

This is to recommend a change to the subject policy to impose a charge on program participants who fail to keep an appointment for the inspection of their units without notifying the Authority in advance, and without rescheduling the appointment. The Housing Authority is paying for inspections on a per unit basis, and will lose money when participants fail to keep scheduled appointments.

Section VI. 2. is to be revised by adding an additional paragraph as follows:

In the event a program participant fails to keep an inspection appointment without first notifying the Authority, a charge will be assessed in addition to beginning the termination process. The participant will be given an opportunity for a hearing in regard to the termination process, the assessed charge, or both matters as requested by the participant pursuant to 24 CFR 982.554 (c) and 982.555 (b). In the case of a missed annual inspection, the program participant will be assessed a charge of \$40. In the case of a missed reinspection, the program participant will be charged \$30.

**Keansburg Housing Authority
Section 8 Administrative Plan**

Pg. 27

Section VI. Missed Appointments for Applicant/Participant

2. Process when Appointment(s) are Missed:

In the event a program participant fails to keep an inspection appointment without first notifying the Authority, a charge will be assessed in addition to beginning the termination process. The participant will be given an opportunity for a hearing in regard to the termination process, the assessed charge, or both matters as requested by the participant pursuant to 24 CFR 982.554 (c) and 982.555 (b). In the case of a missed annual inspection, the program participant will be assessed a charge of \$40. In the case of a missed reinspection, the program participant will be charged \$30.

Housing Authority of the Borough of Keansburg



1 Church Street, Keansburg, NJ 07734
Telephone: # 732-787-6151 / Fax: # 732-787-5204

SISTER ELIZABETH GARVEY, *Chairperson*
JOHN SMITH, *Vice-Chairperson*
PAT HAMILTON
MARY ROGERS
EILEEN BOWERS
MARYLOU RAZZANO
PAT GILLIGAN

DOUGLAS G. DZEMA, P.H.M.
Executive Director

PATRICIA HOLLY
Deputy Director

GENE J. ANTHONY
Counsel

Memorandum To: Board of Commissioners

From: Douglas G. Dzema, PHM
Executive Director

Date: March 3, 2006

Re: Section 8 Waiting List
Recommendation to Open Waiting List and Establish Procedures
For Accepting Applications

This is to recommend opening the Section 8 waiting list and establishing procedures as follows:

1. Staff will establish a date to open the waiting list which will be publicly advertised, along with the date the Authority will stop taking applications (the date applications are to be returned).
2. On the established date, applications will be distributed with instructions for completing applications and returning them by a predetermined date.
3. On the date of the return of applications, there will be an open public lottery, at which time staff will deposit the applications in one container. Staff will then pull applications one at a time and assign a number to each application in the order they are picked.
4. The Authority will give priority for receiving assistance to applicants that are residents of Keansburg; further prioritizing applicants according to their lottery number drawn. Keansburg residents will be given priority for admission over non residents, regardless of the non residents' number drawn from the lottery.

KEANSBURG HOUSING AUTHORITY

SECTION 8 ADMINISTRATIVE PLAN

This Administrative Plan covers the current requirements for the Housing Choice Voucher Program, formerly called the Section 8 Certificate and Voucher Programs.

May 2000

INDEX

SECTION I.	INTRODUCTION:.....	1
1.	Mission Statement:	1
2.	Purpose of Policy:	1
3.	Primary Responsibilities of the HA:	1
4.	Objectives:.....	2
5.	Outreach:	2

SECTION II.	FAIR HOUSING POLICY AND EQUAL OPPORTUNITY HOUSING PLAN	3
1.	Fair Housing Policy:.....	3
2.	Equal Opportunity Housing Plan:	3
3.	Equal Opportunity Posting Requirements:	4

SECTION III.	PRIVACY RIGHTS	4
--------------	----------------------	---

SECTION IV.	DEFINITION OF TERMS	4
1.	Absorption:.....	4
2.	Adjusted Income:.....	4
3.	Administrative Fee:	6
4.	Administrative Fee Reserve:.....	6
5.	Administrative Plan:	6
6.	Admission:	6
7.	Adult:	6
8.	Amortization Payment:.....	6
9.	Annual Contributions Contract (ACC):.....	6
10.	Annual Income:.....	6
11.	Applicant:	8
12.	Budget Authority:.....	8
13.	Certificate Program:	8
14.	Child	
15.	Child Care Expenses:	8
16.	Child Custody:	8
17.	Citizen:	9
18.	Common Space:.....	9
19.	Congregate Housing :	9
20.	Contiguous Metropolitan Statistical Area (MSA):	9
21.	Continuously Assisted:	9
22.	Contract Authority:.....	9
23.	Cooperative Housing (Term includes mutual housing):.....	9
24.	Dependent:.....	9
25.	Disabled Person:	9
26.	Displaced Family:	9
27.	Domicile:.....	9
28.	Drug-Related Criminal Activity:	9
29.	Elderly Family:	10
30.	Elderly Person:	10
31.	Evidence of Citizenship or Eligible Immigration Status	10

32.	Exception Rent:.....	10
33.	Fair Market Rent (FMR):.....	10
34.	Familial Status	10
35.	Family	11
36.	Family Self-Sufficiency (FSS) Program:	11
37.	Family Share:.....	11
38.	Family Unit Size:	12
39.	FMR/Exception Rent Limit:	12
40.	Foster Children:.....	12
41.	Full-Time Student:.....	12
42.	Funding Increment:	12
43.	Gross Rent:.....	12
44.	Group Home:.....	12
45.	Handicapped Assistance Expense:	12
46.	Handicapped Person and/or Disabled Person:.....	12
47.	Hazardous Duty Pay:	13
48.	Head of Household.....	13
49.	Homeless Family:.....	13
50.	Housing Agency (HA):	14
51.	Housing Assistance Payment (HAP):.....	14
52.	Housing Assistance Payment (HAP) Contract:	14
53.	Housing Quality Standards (HQS):	14
54.	HUD - Housing & Urban Development:	14
55.	HUD Requirements:	14
56.	Income Exclusions:	14
57.	Income Limits:	17
58.	Income Targeting:	18
59.	Infant:	18
60.	Initial Contract Rent:.....	18
61.	Initial PHA:.....	18
62.	Initial Lease Term:	18
63.	Initial Payment Standard:	18
64.	Initial Rent to Owner:.....	18
65.	Interim Redetermination of Rent:.....	18
66.	INS.....	18
67.	Jurisdiction:	18
68.	Lease:.....	18
69.	Lease Addendum:	18
70.	Live-in-Aide:	19
71.	Low-Income Family:	19
72.	Manufactured Homes:.....	19
73.	Manufactured Home Space:	19
74.	Maximum Initial Rent Burden:	19
75.	Medical Expense:	19
76.	Military Service:.....	19
77.	Minimum Rent:.....	19
78.	Minimum Rent Hardship Exemptions:.....	20
79.	Minor:	20
80.	Mixed Family	20

81.	Monthly Adjusted Income:	20
82.	Monthly Income:.....	20
83.	Mutual Housing:	21
84.	National.....	21
85.	Net Family Assets:	21
86.	Noncitizen.....	21
87.	Notice of Funding Availability (NOFA):	21
88.	Over-FMR Tenancy:.....	21
89.	Owner:.....	21
90.	Participant:	21
91.	Payment Standard:.....	21
92.	Portability:	22
93.	Preference:	22
94.	Premises:.....	22
95.	Private Space:	22
96.	Program:.....	22
97.	PHA:	22
98.	Reasonable Rent:	22
99.	Receiving HA:	22
100.	Recertification:	22
101.	Re-examination Date:	22
102.	Regular Tenancy:	22
103.	Remaining Member of the Tenant Family:	23
104.	Rent to Owner:	23
105.	Residency Preference:.....	23
106.	Residency Preference Area:	23
107.	Set-Up Charges:	23
108.	Shared Housing:.....	23
109.	Single Person:.....	23
110.	Single Room Occupant (SRO):.....	23
111.	Special Admission:	23
112.	Spouse:.....	23
113.	Subsidy Standards:	24
114.	Suspension:	24
115.	Temporarily Absent Family Members:	24
116.	Tenant:.....	24
117.	Tenant-Based:	24
118.	Tenant Rent:	24
119.	Tenant Payment:.....	24
120.	Utilities:	24
121.	Utility Allowance:.....	24
122.	Utility Hook-Up Charge:.....	24
123.	Utility Reimbursement Payment (URP).....	25
124.	Very Low-Income Family:	25
125.	Violent Criminal Activity:	25
126.	Voucher:	25
127.	Wage Earner:.....	25
128.	Waiting List Admission:.....	25
129.	Welfare Assistance:	25

SECTION V.	APPLYING FOR ASSISTANCE.....	25
1.	How to Apply:	25
2.	Closing of Application Taking:.....	26
3.	Opening of Application Taking:	26
4.	Application Period (Dates):.....	27
SECTION VI.	MISSED APPOINTMENTS FOR APPLICANT/PARTICIPANT ...	27
1.	Missed Appointment Without Notification:	27
2.	Process when Appointment(s) are Missed:.....	28
3.	Letters Mailed to Applicants by the HA:	28
SECTION VII.	MISREPRESENTATION BY THE APPLICANT/PARTICIPANT..	28
SECTION VIII.	SECTION 8 ELIGIBILITY CRITERIA	28
1.	Eligibility:.....	28
2.	Ineligible:.....	29
3.	Informed of Ineligibility:.....	29
4.	Single Person:.....	29
5.	Declaration of Citizenship:	29
6.	Adding a Person to the Program:.....	29
SECTION IX.	VERIFICATION AND DOCUMENTATION.....	29
1.	Social Security Number (SSN):	29
2.	Employer Identification Number (EIN).....	30
3.	Additional Documentation	30
4.	Separation with Children:	31
5.	Separation - No Children:	32
6.	U. S. Citizenship Verification and Appeal Procedures:	32
7.	Criminal Records Management Policy:.....	34
SECTION X.	GROUND FOR DENIAL OR TERMINATION OF ASSISTANCE	34
1.	Denied Admission:	34
2.	Notification of Denial:	36
3.	Time Frames for Denial:	36
SECTION XI.	APPLICANT DENIED ASSISTANCE AND PROVIDED OPPORTUNITY FOR INFORMAL REVIEW OR PARTICIPANT ASSISTANCE IS TERMINATED AND PROVIDED OPPORTUNITY FOR INFORMAL HEARING	37
1.	Applicant Informal Review:	37
2.	Participant Informal Review:.....	38

SECTION XII.	SECTION 8 APPLICANT SELECTION PROCESS	39
1.	Certificate or Housing Voucher Selection and Participation Process:	39
2.	Organization of the Waiting List:	40
3.	Order of Selection from the Waiting List:	40
4.	Maintaining the Waiting List:	40
5.	Procedure for Removing an Applicants Name from the Waiting List.....	41
6.	Purging the Waiting List:	41
7.	Verification of Preference (timing), if applicable:	41
SECTION XIII.	ORIENTATION OF FAMILIES AND ISSUANCE OF CERTIFICATE OR HOUSING VOUCHER.....	41
1.	Briefing:.....	41
2.	Briefing Attendance Requirement:	41
3.	Format of the Briefing:	41
4.	Approval of Lease and Execution of Related Documents:	44
SECTION XIV.	PHA DISAPPROVAL OF OWNER.....	44
1.	Owner Debarred:.....	44
2.	PHA Administrative Discretion:	44
SECTION XV.	OWNER RESPONSIBILITY FOR SCREENING TENANTS.....	45
1.	Suitability for Tenancy:	45
2.	Family's Background:	45
3.	Information Provided Owner Concerning Tenancy:	45
SECTION XVI.	WHERE A FAMILY CAN LEASE A UNIT AND PORTABILITY PROCEDURES.....	46
1.	Assistance in the Initial PHAs Jurisdiction:.....	46
2.	Portability - Assistance Outside the Initial PHA Jurisdiction:	46
3.	Income Eligibility:	46
4.	Leasing in Place:	46
5.	Freedom of Choice:.....	46
6.	Portability - Administration by the Initial PHA Outside the Initial PHAs Jurisdiction:	46
7.	Portability - Administration by Receiving PHA:.....	47
8.	Portability Procedures:	47
9.	Absorption by the Receiving PHA:	47
10.	Portability Billing:	48
SECTION XVII.	ABSENCE FROM THE ASSISTED UNIT	48
SECTION XVIII.	CONTINUED ASSISTANCE AFTER FAMILY BREAK-UP	48
1.	Assisted Unit:	48
2.	Interest of Family Members:	48
3.	Physical Violence:.....	49
SECTION XIX.	SUBSIDY STANDARDS.....	49

SECTION XX.	INSPECTIONS OF PROPERTY:	50
1.	Inspections of Private Owners Property:	50
2.	Inspections of PHA-Owned Property:	50
3.	Inspections Deadlines:	50
4.	Inspection Report Administration:	50

SECTION XXI.	INSPECTION STANDARDS:	50
1.	HQS Inspection Areas:	50
2.	Types of HQS Inspections:	51

SECTION XXII.	DETERMINATION OF PARTICIPANT RENT, REEXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES	52
1.	Annual Re-examination:	52
2.	Interim Redetermination of Rent:	53
3.	Notice of Temporary Rent:	54
4.	The Effective Dates of Interim Redetermination of Rent:	54
5.	Special Re-examinations:	54
6.	Minimum Rent Hardship Exemptions:	55
7.	Reduction of Welfare Benefits:	56
8.	Exception to Rent Reductions:	56

SECTION XXIII.	ADJUSTMENT TO UTILITY ALLOWANCES, CONTRACT RENTS, AND MONTHLY HOUSING ASSISTANCE PAYMENTS	56
1.	Utility Allowances:	56
2.	Contract Rents:	56
3.	Monthly Housing Assistance Payment (HAP) Payments:	57
4.	PHA Penalties for Late Payment to Owners:	57

SECTION XXIV.	FAIR MARKET RENT (FMR), PAYMENT STANDARD FOR VOUCHERS AND RENT REASONABLENESS LIMITATION	57
1.	Types of Tenancy in the pre-merger Section 8 Tenant-based Programs:	57
2.	Negotiating Rent to Owner:	57
3.	Rent to Owner: Reasonable Rent:	57
4.	Maximum Subsidy: FMR/Exception Rent Limit:	58
5.	Voucher Tenancy: (How to calculate housing assistance payment):	59
6.	Over-FMR Tenancy:	61
7.	Regular Tenancy: (How to calculate housing assistance payment):	61
8.	Regular Tenancy: (Limit on initial rent to owner):	61
9.	Regular Tenancy: (Annual adjustment of rent to owner):	62
10.	Regular Tenancy: (Special adjustment of rent to owner):	62
11.	Rent to Owner: (Effect of rent control):	63
12.	Rent to Owner: (In subsidized projects):	63
13.	Other Fees and Charges:	63
14.	Distribution of Housing Assistance Payment:	64
15.	Family Share: (Family responsibility):	64
16.	Family Income and Composition: (Regular and interim examinations):	64
17.	Utility Allowance Schedule:	65

SECTION I. INTRODUCTION:

1. Mission Statement: Our goal is to provide decent, safe, and sanitary rental housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for Section 8 participants.

- In order to achieve this mission, we will:
- Recognize residents as our ultimate customer
- Improve Public Housing Authority (PHA) management and service delivery efforts through effective and efficient management of HA staff
- Seek problem-solving partnerships with residents, landlords, community, and government leadership
- Apply limited PHA resources to the effective and efficient management and operation of Section 8 programs.

2. Purpose of Policy: The purpose of this plan is to establish guidelines for the HA staff to follow in determining eligibility for the Section 8 program. The basic guidelines for this plan are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing admissions and continued occupancy are outlined in this plan and these requirements are binding upon applicants, residents, landlords and this PHA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

Federal Regulations shall mean those found in Section 24 CFR (Code of Federal Regulations). It includes the new regulations from the Quality Housing and Work Responsibility Act of 1998 and the Statutory Merger of the Section 8 Certificate and Voucher Programs.

3. Primary Responsibilities of the PHA:

- ◆ Informing eligible families of the availability of Section 8 assistance;
- ◆ Encouraging owners to make their units available for lease by Section 8 participants;
- ◆ Determining the maximum amount of housing assistance payments that can be used for family-paid utilities, and posting the utility allowances annually;
- ◆ Receiving applications from families and determining their eligibility for assistance;
- ◆ Inspecting Section 8 units to determine that they meet or exceed Section 8 Housing Quality Standards;
- ◆ Approving leases;
- ◆ Making Housing Assistance Payments to owners;
- ◆ Perform annual and periodic re-examinations of income, family composition and redetermination of rent;

4. Objectives: The objectives of this plan are to:

- A. Promote the overall goal of decent, safe and sanitary housing by using the Section 8 program to house eligible families in private rental housing; therefore, increasing the housing stock for very low-income families.
- B. Improve the Borough's housing stock by requiring participating landlords to meet Section 8 Housing Quality Standards for their rental property.
- C. Facilitate the efficient management of the PHA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the Section 8 program and staff.
- D. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that occupancy in assisted housing is administered without regard to race, color, religion, sex, handicap, familial status and national origin.
- E. The Housing and Community Development Act of 1974 reflects Congress's intent that, where possible, the nation's existing housing stock should be preserved. The Section 8 Program will allow the PHA to utilize existing housing stock and allow a family who qualifies for Section 8 Assistance and lives in substandard housing to remain, if the owner brings the house up to HQS standards and the Section 8 participant decides to remain in that unit.

5. Outreach:

- A. Outreach to Owners: The PHA will encourage participation by owners of suitable units located outside areas of low income or minority concentration by distributing and communicating information concerning property owners leasing units under the Section 8 programs through the local media (newspaper, radio, television, etc.).
- B. Outreach to Potential Clients: The PHA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Section 8 rental assistance. The PHA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Section 8 rental assistance. The PHA may hold meetings concerning the Section 8 programs with local social community agencies.

SECTION II. FAIR HOUSING POLICY AND EQUAL OPPORTUNITY HOUSING PLAN

1. Fair Housing Policy: The Fair Housing Policy of the PHA is to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the PHA shall not on the basis of race, color, religion, sex, handicap, familial status, and national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Program, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide access to information to Section 8 participants regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/participant's file.

For families and/or individuals who report apparent discrimination in obtaining assisted housing, the PHA shall assist them by providing the family/individual with a HUD Housing Discrimination Complaint Form, HUD - 903. The individual can complete this form and report apparent discrimination to the Newark HUD Office of Fair Housing and Equal Opportunity. For example, a resident may be trying to obtain other rental housing and/or is attempting to purchase a home and experiences apparent discrimination.

2. Equal Opportunity Housing Plan: The PHA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.54). This includes applicable requirements under:
 - A. The Fair Housing Act, 42 U. S. C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.);
 - B. Title VI of the Civil Rights Act of 1964, 42 U. S. C. 2000d (implementing regulations at 24 CFR part1);
 - C. The Age Discrimination Act of 1975, 42 U. S. C. 6101-6107 (implementing regulations at 24 CFR, part 146);
 - D. Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107);
 - E. Section 504 of the Rehabilitation Act of 1973, 29 U. S. C. 794 (implementing regulations at 24 CFR, part 8; and
 - F. Title II of the Americans with Disabilities Act, 42 U. S. C.12101, et seq.

3. Equal Opportunity Posting Requirements:

There shall be maintained in the PHA's office waiting room a bulletin board, which will accommodate the following posted materials:

- A. Statement of Policies and Procedures Governing the Section 8 Administrative Plan.
- B. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- C. Income Limits for Admission.
- D. Utility Allowances.
- E. Informal Review and Hearing Procedure.
- F. Fair Housing Poster.
- G. "Equal Opportunity in Employment" Poster.

SECTION III. PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement which states under what conditions HUD will release information concerning Section 8 participants. Requests for information by other parties must be accompanied by a signed release request in order for the PHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations (Reference HUD Form 9886).

SECTION IV. DEFINITION OF TERMS

Section 24 part 5 and Section 982.4 Definitions effective from time to time are incorporated by reference as if fully set out herein. Copies of this regulation are available in the PHA Office.

- 1. Absorption: In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family.
- 2. Adjusted Income: Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:
 - A. A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is:
 - (1) seventeen (17) years of age or younger, or
 - (2) who is eighteen (18) years of age or older and a verified full-time student and/or is disabled or handicapped according to this Section.

- B. A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) under thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).
- C. A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.
- D. A deduction for any elderly family:
- (1) That has no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3%) percent of Total Annual Family Income.
 - (2) That has Handicapped Assistance Expenses greater than or equal to three (3%) percent of Total Annual Family Income, an Allowance for Handicapped Assistance computed in accordance with paragraph f of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses.
 - (3) That has Handicapped Assistance Expenses that are less than three (3%) percent of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3%) percent of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.
- E. A deduction for any family that is not an elderly family but has a handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expense in excess of three (3%) percent of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the Handicapped or Disabled person.
- F. 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, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the PHA, by conducting surveys of local child care providers. The results are posted in the PHA office(s).

Note:

If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident rent will be established at the PHA established minimum rent.

3. Administrative Fee: Fee paid by HUD to the PHA for administration of the program and will include hard-to-house fees paid for moves by families with three or more minors, and extra counseling money that may be authorized by HUD.
4. Administrative Fee Reserve: (formerly "operating reserve") Account established by PHA from excess administrative fee income. PHA administrative fees may only be used to cover costs incurred to perform PHA administrative responsibilities for the program in accordance with HUD regulations and requirements.
5. Administrative Plan: The administrative plan describes PHA policies for administration of the tenant-based programs. This document is the administrative plan for the PHA.
6. Admission: The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.
7. Adult: An adult is:
 - 19 years of age or older,
 - 18 years of age and married (not common law), or
 - A person that has been relieved of the disability of non-age by the juvenile court.

Note:

Only adults shall be eligible to enter into a lease agreement for occupancy.

8. 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.
9. Annual Contributions Contract (ACC): A written contract between HUD and an PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program.
10. Annual Income: Annual Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy. Annual Income includes, but is not limited to, the following: Ref: CFR 5.609
 - A. The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses);
 - B. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be 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 other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is 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. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is permitted only as authorized in Paragraph "B" of this section. Any withdrawal of cash or assets from an investment will be 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 \$5,000.00, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;
- D. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;
- E. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay;
- F. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
- (1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
 - (2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the families' welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular (monthly) contributions gifts, including amounts received from any persons not residing in the dwelling.
- H. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit (see "hazardous duty pay").
- I. Payments to the head of the household for support of a minor or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his support;

- J. Veterans Administration compensation (Service Connected Disability or Death Benefits).

Note:

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

Participants who receive lump-sum payments that are included as income and fall in the categories listed above must report the income to the Section 8 Coordinator as soon as possible but no later than ten (10) calendar days after receipt of the funds. The applicable portion of the payment that is due as subsidy to the PHA is due fourteen (14) days after the PHA notifies the family of the amount due.

Unreported Income: If a Section 8 participant fails to report changes in income, as required, the Section 8 assistance will be terminated.

11. Applicant: (applicant family) A family that has applied for admission to a program, but is not yet a participant in the program.
12. Budget Authority: An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.
13. Certificate Program: The Section 8 Certificate Program will be no longer allowed by federal law as of the merger date of October 1, 1999. It is being replaced by the Housing Choice Voucher Program.
14. Child - A member of the family, other than the family head or spouse, who is under 18 years of age.
15. Child Care Expenses: Child Care Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (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/her education and only to the extent such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The PHA will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing child care.
16. Child Custody: An applicant/participant family who does not have full custody of a child/children may only claim a child as a dependent by the following:

- A. The applicant/participant must have primary custody of the child.
- B. The applicant/participant must provide sufficient evidence that the child would reside with the Section 8 participant.

Note:

The same child cannot be claimed by more than one applicant.

- 17. Citizen: A citizen or national of the United States.
- 18. Common Space: In shared housing, space that is available for use by the assisted family and other occupants of the unit is common space.
- 19. Congregate Housing : Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.
- 20. Contiguous Metropolitan Statistical Area (MSA): In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.
- 21. 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 Section 8 program.
- 22. Contract Authority: The maximum annual payment by HUD to an PHA for a funding increment.
- 23. Cooperative Housing (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.
- 24. 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. An unborn child shall not be considered a dependent.
- 25. Disabled Person: (See "Handicapped Person")
- 26. Displaced Family: A person, or family, 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.
- 27. Domicile: The legal residence of household head or spouse as determined in accordance with State and local law.
- 28. Drug-Related Criminal Activity: The term means:
 - A. Drug-trafficking, which is: The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, of a Controlled Substance (as defined in section 102 of the controlled substances act (21 U. S. C. 802), or

B. 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))

29. Elderly Family: A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.

30. Elderly Person: A person who is at least sixty-two (62) years of age.

31. Evidence of Citizenship or Eligible Immigration Status - The documents which must be submitted to evidence citizenship or eligible immigration status (Reference CFR 5.508(b)).

32. Exception Rent: An initial rent (contract rent plus any utility allowance) in excess of the published FMR that is approved by HUD, and is used in determining the initial contract rent.

33. Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone), that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs for existing housing are established by HUD for housing units of varying sizes (number of bedrooms), and are published in the Federal Register in accordance with 24 CFR, part 888.

34. Familial Status - A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as a single person (Reference Federal Register published February 13, 1996, pages 5,662 and 5,663). In Section II "Reinventing Parts 812 and 912 of the Federal Register states:

"The April 10, 1992 proposed revisions to parts 812 and 912, which concern section 5(b) of the Fair Housing Amendments Act of 1988 (FHAA) and the treatment of single, pregnant women obtaining custody, are not included in this final rule. The statutory prohibition against housing discrimination towards such persons is sufficiently clear and enforceable. Since the percentage limit for occupancy by single persons (which could have been used to mask instances of discrimination against persons in these protected classes) has been eliminated, it is no longer necessary to distinguish persons in the FHAA-protected classes from other single persons."

Therefore, a single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons and only entitled subsidy for a zero or one-bedroom family unit size.

35. Family - (See Below) The term "family" as used in this policy means:

- A. Two or more persons related by blood, marriage, or by operation of law. 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); who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 19 years of age or 18 years of age and married (not common law) to enter into a contract and capable of functioning as the head of the household.

Note:

If an individual is 18 and qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.

- 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 (Refer Definition No. 101); and
- G. A single person who is not elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Note:

Housing assistance limitation for single persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be provided (for tenant-based assistance) housing assistance for which the family unit size exceeds the one bedroom level (Ref. 982.207 Housing assistance limitation for single persons, published in the Federal Register on 2/13/96).

The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of subsidy for a zero or one-bedroom family unit size. The limit is on the amount of subsidy paid not the size of the unit!

36. Family Self-Sufficiency (FSS) Program: The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services (42 U. S. C. 1437u). Reference 24 CFR, part 984.

37. Family Share: The portion of rent and utilities paid by the family.

38. Family Unit Size: The appropriate number of bedrooms for a family. Family unit size is determined by the PHA under the PHA subsidy standards.
39. FMR/Exception Rent Limit: The Section 8 fair market rent published by HUD Headquarters, or any exception rent as approved by HUD.
40. Foster Children: With the prior written consent of the PHA, a foster child may be added as a Section 8 participant. The factors considered by the PHA in determining whether or not consent is granted may include:
- A. Whether the addition of a new occupant may require the issuance of a new voucher, and whether such documents are available.
 - B. The Section 8 landlord's obligation to allow reasonable accommodation for handicapped persons.
41. Full-Time Student: A member of a family (other than the head of household or spouse) who is carrying a subject load which 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 diploma, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.
42. Funding Increment: Each commitment of budget authority by HUD to a PHA under the consolidated ACC for the PHA program.
43. Gross Rent: The sum of the rent to owner plus any utility allowance.
44. 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-aid).
45. Handicapped Assistance Expense: Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
46. Handicapped Person and/or Disabled Person: A person having a physical or mental impairment which:
- A. Is expected to be of long-continued and indefinite duration,
 - B. Substantially impedes his/her ability to live independently; and
 - C. Is of such a nature that such disability could be improved by more suitable housing conditions.

Note:

All three conditions must be met to qualify as handicapped. A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)), or is handicapped as defined below.

D. Section 223 of the Social Security Act defines disability as:

- (1) "inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or
- (2) in the case of any individual who has attained the age of fifty-five (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 abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

E. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

"A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

47. **Hazardous Duty Pay:** Pay to a family member in the Armed Forces away from home and exposed to hostile fire.
48. **Head of Household** - The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.
49. **Homeless Family:** Any individual or family who:
 - A. Lacks a fixed, regular, and adequate nighttime residence;
 - B. Has a primary nighttime residence that is:
 - (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);
 - (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

- G. A homeless family does not include:
- (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
 - (2) Any individual who is a Single Room Occupant that is not considered substandard housing as defined in 83 below.
40. Housing Agency (HA): Housing Agency (HA) and Public Housing Agency (PHA) are the same. 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.
41. Housing Assistance Payment (HAP): The monthly assistance payment by the PHA. The total assistance payment consists of:
- A. A payment to the owner for rent to owner under the family's lease.
 - B. An additional payment to the family if the total assistance payment exceeds the rent to owner. In the certificate program, the additional payment is called a "utility reimbursement". The PHA may elect to pay the appropriate amount directly to the utility provider.
52. Housing Assistance Payment (HAP) Contract: A written contract between an PHA and an owner, in the form prescribed by HUD, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.
53. Housing Quality Standards (HQS): The HUD minimum quality standards for housing assistance. Units must pass the federally established HQS or substitute local housing codes adopted by the PHA. Substitute local housing codes or codes adopted by the PHA: (a) can not severely restrict housing choice; and (b) must meet or exceed the HQS (unless HUD approves a lower standard that does not adversely affect the health or safety of families, and will significantly increase affordable housing access and expand housing opportunities). PHAs with 1,250 or fewer tenant-based Section 8 units must conduct initial HQS inspections within 15 days after receipt of an inspection request from the family and owner. PHAs with more the 1,250 tenant-based Section 8 units must conduct initial HQS inspections with a "reasonable period" of the family's and owners request.
54. HUD - Housing & Urban Development: The U. S. Department of Housing and Urban Development.
55. HUD Requirements: HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.
56. Income Exclusions: Annual Income does not include such temporary, non-recurring or sporadic income as the following:
- A. Temporary: Casual, sporadic, temporary, nonrecurring income, including gifts.

- B. Medical Reimbursements: Amounts that are specifically received from, or are a reimbursement of, the cost of illness or medical care.
- C. Lump-sum additions to family assets: Such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and workmen's compensation, capital gains, and settlements for personal or property losses.
- D. Scholarships: Full amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the United States government to a veteran for use in meeting the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student.
- E. Relocation payments: Made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4636).
- F. Food Stamps: The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1973 [7 USC 2017(b)].
- G. Domestic Volunteers Service Act: Payments received by participants or volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973 [42 USC 5044(g), 5058].
- H. Income of a live-in aide: (as defined in this policy).
- I. Job Training Partnership Act: Payments received from the Job Training Partnership Act [29 USC 1552(b)].
- J. Hazardous Duty Pay: For a family member in the Armed Forces away from home and exposed to hostile fire.
- K. Minor Income: Income from employment of children (including foster children) under the age of eighteen (18).
- L. Foster Care: Payment received for the care of foster children.
- M. Alaska Native Claims Settlement Act: Payments received under the Alaska Native Claims Settlement Act [43 U.S.C. 1626(a)], or reparation payments made by foreign governments in connection with the Holocaust.
- N. Submarginal Land Income: Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [25 U.S.C. 459(e)].
- O. Home Energy Assistance Program: Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program [42 U.S.C. 8624(f)].

- P. Grand River Band of Ottawa Indians: Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. Law 94-540, 90 Stat. 2503-2504).
- Q. Indian Claims Commission or the Court of Claims: The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of Interior [25 U.S.C. 117(b), 1407].
- R. Older Americans Act: Payments from Programs under Title V of The Older Americans Act of 1965 [42 U.S.C. 3056(f)].
- S. HUD Training: Amounts received under training programs funded by the Department of Housing and Urban Development.
- T. Plan to Attain Self-Sufficiency: Amounts received by a disabled person 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).
- U. Other Publicly Assisted Programs: Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- V. Earned Income Tax Credit Refund: For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.
- W. A Resident Service Stipend: A resident stipend is a modest amount (i.e., \$200 or less per month), received by a resident for performing a service for the 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, resident initiatives coordination and resident management. No resident may receive more than one such stipend during the same period of time. The exclusion exempts resident service stipends from annual income, but only if the resident service stipend does not exceed \$200 per month. Compensation from state or local employment training programs and the 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 a limited period as determined in advance.
- X. Adoption Assistance Payments: Income payments received for the care of adopted children to the extent that the payments exceed \$480 per adopted child.
- Y. Student Financial Assistance: This exclusion exempts from annual income all amounts received from student financial assistance. Student financial assistance is interpreted broadly to include various scholarships, educational entitlements, grants, work-study programs and financial aid packages.

- Z. **Earned Income of Full-Time Students:** This exclusion exempts earnings in excess of \$480 for each full-time student eighteen years old or older, except for the head of household and spouse. The exemption only applies to earnings in excess of \$480 since the family already receives a \$480 deduction from income for any full-time student.
- AA. **Adult Foster Care Payments:** This exclusion removes from the computation of annual income payments for the care of foster adults, usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone. Currently, only payments for the care of foster children are excluded from annual income. In adding this exclusion, the Department is not requiring that housing authorities or owners permit foster adults in assisted housing.
- BB. **Compensation from state or local Job Training Programs and Training of Resident Management Staff:** this exclusion exempts compensation received from qualifying employment training programs and the training of resident management staff. To qualify under this exclusion, the compensation received must be a component of a state or local Employment Training Program with clearly defined goals and objectives. Moreover, only the compensation received incident to the training program is excluded, (i.e., any additional income received during the training program, such as welfare benefits, will continue to be counted as income). In addition, this exclusion only covers compensation received while the resident participates in the employment training program and the duration of participation must be for a limited period determined in advance. An example of compensation which falls under this exclusion is compensation received from on-the-job training and during apprenticeship programs.
- CC. **Property Tax Rebates:** This provision excludes state rent credits and rebates for property taxes paid on a dwelling unit.
- DD. **Home Care Payments for Developmentally Disabled Children or Adult Family Members:** This exclusion exempts amounts paid by a state agency to families who have developmentally disabled children or adult family members living at home. States that provide families with home care payments do so to offset the cost of services and equipment needed to keep a developmentally disabled family member at home.
- EE. **Deferred periodic payments:** Of supplemental security income and social security benefits that are received in a lump sum payment.
57. **Income Limits:** Eligibility for the Housing Choice Voucher Program is limited to a:
- A. Very low-income family;
 - B. Low-income family continuously assisted under the public housing Section 23 or Section 8 programs;
 - C. Low-income family that is a non-purchasing tenant in certain homeownership programs;

- D. Low-income or moderate income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined at 24 CFR 248.101; or
 - E. Low-income family that meets PHA-specified criteria.
58. Income Targeting: Not less than 75% of new admissions to the tenant-based voucher assistance program must have incomes at or below 30% of the area median income. Other admissions generally must be at or below 80% of the area median. If two or more PHAs have identical jurisdiction, those PHAs must jointly meet the targeting goals.
59. Infant: A child under the age of two years.
60. Initial Contract Rent: The contract rent at the beginning of the initial lease term.
61. Initial PHA: In portability, the term refers to both:
- A. A PHA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting PHA.
 - B. A PHA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing PHA.
62. Initial Lease Term: The initial term of the assisted lease. The initial lease term may be less than 1 year, if a lease of less than 1 year is prevailing local practice and the PHA determines that the shorter term will improve housing opportunities for the family.
63. Initial Payment Standard: The payment standard at the beginning of the HAP contract term.
64. Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.
65. Interim Redetermination of Rent: Changes of rent between admissions, reexaminations, and the next succeeding reexamination.
66. INS - The U. S. Immigration and Naturalization Service.
67. Jurisdiction: The area in which the PHA has authority under State and local law to administer the program.
68. Lease: A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease form must be in the standard form used in the locality by the owner. The lease must contain terms that are consistent with State and local law, and that apply generally to unassisted tenants in the same property. The HAP contract and the lease must contain the HUD prescribed tenancy addendum.
69. Lease Addendum: In the lease between the tenant and the owner, the lease language required by HUD.

70. Live-in-Aide: A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:
- A. Is determined by the PHA to be essential to the care and well-being of the person(s),
 - B. Is not obligated for support of the person(s),
 - C. Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the tenant family; and,
 - D. A Live-in-Aide must be approved, in advance, by the PHA.
71. Low-Income Family: A family whose Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD with adjustments for smaller and larger families. (Section 982.201(b) describes when a low-income family are income-eligible for admission to the voucher program).
72. Manufactured Homes: A Manufactured structure that is built on a permanent chassis, that is designed for use as a principal place of residence, and meets the HQS.
73. 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. The subsidy amount for expenses associated with pad leasing by a mobile home owner are revised to mirror the subsidy calculation method for families leasing "regular" units.
74. Maximum Initial Rent Burden: A family must not pay more than 40% of adjusted income for rent when the family first receives Section 8 assistance for occupancy of a particular unit. This only applies to families who initially receives assistance after October 1, 1999. However, it is not applicable if the family stays in the same unit where the family initially received assistance before the effective date. The maximum initial rent burden requirement is applicable each time a participant moves to a new unit.
75. Medical Expense: Those necessary 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. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly families only.
76. Military Service: Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.
77. Minimum Rent: Families assisted under the voucher program pay a monthly "minimum rent" of not more than \$50.00 per month. The PHA has the discretion to establish the "minimum rent" from \$0 up to \$50. The minimum rent established by this PHA is \$25.00.

Minimum Rent Hardship Exemptions:

- A. The PHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
- B. The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits except for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- C. The family would be evicted as a result of the implementation of the minimum rent.
- D. The income of the family has decreased because of changed circumstance, including loss of employment.
- E. A death in the family has occurred which affects the family circumstances.
- F. Other circumstances which may be decided by the PHA on a case by case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the PHA prior to the rent becoming delinquent and before the lease is terminated by the PHA.

If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the PHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the PHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

- 79. Minor: A "minor" is a person under nineteen years of age. Provided, that a married person 18 years of age or older shall be considered to be of the age of majority. (An unborn child may not be counted as a minor.)
- 80. Mixed Family - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
- 81. Monthly Adjusted Income: One-twelfth of Adjusted Annual Income.
- 82. Monthly Income: One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.

83. Mutual Housing: See definition of "cooperative housing" above.
84. 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.
85. Net Family Assets: Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this PHA 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 (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received. 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.
86. Noncitizen - A person who is neither a citizen nor national of the United States.
87. Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the federal register document that invites applications for funding. The document explains how to apply for assistance and the criteria for awarding the funding.
88. Over-FMR Tenancy: The certificate tenancy for which the initial gross rent exceeds the FMR/exception rent limit. This will be abolished with the merger rule of 10/1/99.
89. Owner: Any person or entity with the legal right to lease or sublease a unit to a participant.
90. Participant: A family that has been admitted to the PHA program, and who is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family.
91. Payment Standard: The subsidy amount is based on a payment standard set by the PHA anywhere between 90% and 110% of the HUD-published fair market rent (FMR). HUD may approve payment standards lower than 90% of FMR and payment standards higher than 110% of FMR. Prior HUD approved area exception rents will continue to apply in the new voucher programs (unless withdrawn or modified by HUD). HUD may require HA payments standard changes because of incidence of high rent burdens.

92. Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial HA. The 1998 QHWR Act grants the statutory right of nationwide participant portability to the jurisdiction of any PHA that is administering the Section 8 voucher program. PHA's may opt to require applicants who were nonresidents at the time of application to live in the PHA's jurisdiction during the first year. PHAs must not issue a participant a new voucher for a portable move if the family has moved out of the family's unit in violation of the lease.
93. Preference: At the option of the PHA, a preference system can be used to select among applicant families.
94. Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.
95. Private Space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.
96. Program: The tenant-based or Housing Choice Voucher Program.
97. PHA:
- A. a consortia of PHAs;
 - B. A non-profit entity administering vouchers under a contract with a PHA or HUD on enactment of the 1998 Act;
 - C. For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or public body that would otherwise lack jurisdiction to administer the program in such area.
98. Reasonable Rent: A rent to owner that is not more than either:
- A. Rent charged for comparable units in the private unassisted market; or
 - B. Rent charged by the owner for a comparable unassisted unit in the building or premises.
99. Receiving PHA: In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.
100. Recertification: Recertification is sometimes called reexamination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.
101. Re-examination Date: The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent.
102. Regular Tenancy: a tenancy using certificates that is discontinued as of 10/1/99.

103. Remaining Member of the Tenant Family: The person(s) of legal age remaining in the subsidized unit after the person(s) who signed the certificate or voucher has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must have received housing subsidy under the program to which he/she claims head of household status for one year before becoming eligible for Section 8 subsidy as a remaining family member. This person must complete forms necessary for Section 8 assistance within ten calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time (note more than 60 calendar days for the date individual request head of household status) pending the verification and hearing process. This person must, upon satisfactory completion of the verification process, then execute all required Section 8 subsidy documents and cure any monetary obligations in order to maintain assistance. Any person who claims him or herself as a remaining member shall, in the event that the PHA declares him or her ineligible for remaining member status, be entitled to an informal hearing. The informal hearing process is described in Section XI., of this policy.
104. Rent to Owner: The total monthly rent payable to the owner under the lease for the unit. Rent to Owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.
105. 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.
106. Residency Preference Area: The specified area where families must reside to qualify for a residency preference.
107. Set-Up Charges: In a manufactured home space rental: charges payable by the family for assembling, skirting and anchoring the manufactured home.
108. 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.
109. Single Person: A person who lives alone or intends to live alone, and who does not qualify as an elderly family or a displaced person, or as the remaining member of a tenant family.
110. Single Room Occupant (SRO): Single Room Occupancy (SRO) Housing is a unit which does not contain sanitary facilities or food preparation facilities, or which contains one but not both types of facilities, and is suitable for occupancy by an eligible individual who is capable of independent living. SRO Housing is not substandard solely because it does not contain sanitary facilities or food preparation facilities, or both.
111. Special Admission: Admission of an applicant that is not on the PHA waiting list, or without considering the applicant's waiting list position.

112. Spouse: A spouse is the legal husband or wife of the head of the household. This includes common law marriage.
113. Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.
114. Suspension: Stopping the clock on the term of a family's voucher on the date that the PHA receives the request for lease approval by the family.
115. Temporarily Absent Family Members: Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.
116. Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.
117. Tenant-Based: Rental assistance that is not attached to the structure.
118. Tenant Rent: The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord. The tenant payment is the amount the tenant pays toward rent and allowance for utilities. To arrive at tenant rent, the utility allowance is subtracted from total tenant payment or minimum rent. If the utility allowance is greater than the total tenant payment or minimum rent, the tenant rent is zero and there is a utility reimbursement payment (URP). The URP is the difference between the total tenant payment or minimum rent and the utility allowance.
119. Tenant Payment:
- A family renting a unit below the payment standard pays as gross rent the highest of:
- A. 30% of monthly adjusted income; or
 - B. 10% of monthly income (gross income); or
 - C. the welfare rent (in States where the welfare payment is adjusted in accordance with actual housing costs); or
 - D. The PHA established statutory minimum rent.
- A family renting a unit above the payment standard pays the highest of:
- A. 30% of monthly adjusted income; or
 - B. 10% of monthly income (gross income); or
 - C. welfare rent; or
 - D. the minimum rent, plus any rent above the payment standard.
120. Utilities: Utilities may include water, electricity (including air conditioning if applicable. See CFR 982.517), gas, garbage, and sewage services and, where applicable, trash and garbage collection.
121. Utility Allowance: The utility allowance, if any, determined for the Section 8 program for tenant purchased utilities (except telephone) that are normally included in rent.
122. 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 or sewer line.
123. Utility Reimbursement Payment (URP) Utility Reimbursement Payment is 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.
124. Very Low-Income Family: A lower Income Family means a family whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent 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.
125. Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use, attempted use, or threatened use of physical force against the person or property of another.
126. Voucher: A document issued by an PHA to a family. The voucher 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.
127. Wage Earner: A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.
128. Waiting List Admission: An admission from the PHA waiting list.
129. Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

SECTION V. APPLYING FOR ASSISTANCE

1. How to Apply:
- A. Families wishing to apply for housing assistance shall complete an application for public assistance.
- B. Applications will be accepted at the Keansburg Housing Authority's Office, at 25 Hancock Street, Keansburg, NJ 07734.
- C. Applications are taken to compile a waiting list. Due to the demand for housing in the PHA's jurisdiction, the PHA may take applications on an "open enrollment" basis, depending on the length of the waiting list.
- D. Completed applications will be accepted for all applicants and the information will be verified by the PHA.

- E. Applications may be made in person at the PHA during specified dates and business hours posted at the PHA's Office.
- F. The application must be dated, time-stamped, and referred to the PHA's office where Section 8 applications are processed.
- G. Individuals who have a physical impairment which would prevent them from completing an application in person may call the PHA to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. If the applicant is visually impaired, all notices must be in a format understandable by applicant.

2. Closing of Application Taking: If the PHA is taking applications, the PHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to be housed within the next 12 month period.

3. Opening of Application Taking: When the PHA decides to start taking applications the following procedures will be followed:

- A. The PHA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for eligible families.
- B. The PHA will publish the date applications will be accepted and the location where applications can be completed.
- C. If the PHA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.
- D. Advise families that applications will be taken at the designated office;
- E. Briefly describe the Housing Assistance program; and
- F. State that applicants for Section 8 assistance must specifically apply for Section 8 assistance and that applicants for Section 8 assistance may also apply for to Public Housing and they will not lose their place on the Section 8 Housing waiting list if they also apply for Public Housing.
- G. To reach persons who cannot read the newspapers, the PHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

4. Application Period (Dates): The application taking closing date may be determined administratively at the same time that the PHA determines to open enrollment. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of Section 8 Housing Vouchers allocated.

SECTION VI. MISSED APPOINTMENTS FOR APPLICANT/PARTICIPANT

1. Missed Appointment Without Notification: An applicant or person receiving assistance who fails to keep an appointment without notifying the PHA and without re-scheduling the appointment shall be sent a notice of termination of the process or assistance for failure to supply such certification, release of information or documentation as the PHA or HUD determines to be necessary (or failure to allow the PHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:
 - A. Complete Application
 - B. Bringing in Verification Information
 - C. Program Briefing
 - D. Leasing Signature Briefing
 - E. HQS Inspections
 - F. Recertification
 - G. Interim Adjustment
 - H. Other Requirements to Bring in Documentation listed in this Plan
 - I. Scheduled Counseling Sessions
2. Process when Appointment(s) are Missed: For most of the functions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the PHA may begin the termination process. The applicant or participant will be given an opportunity for an informal review or hearing pursuant to Section XI.

If the representative of the PHA makes a determination in favor of the applicant or participant, the PHA will comply with the decision unless the PHA is not bound by a hearing decision concerning a matter for which the PHA is not required to provide an opportunity for a hearing pursuant to 24 CFR 982.554(c) and 982.555(b).
3. Letters Mailed to Applicants by the PHA: If an applicant claims they did not receive a letter mailed by the PHA, that requested the applicant to provide information or to attend an interview, the PHA will determine whether the letter was returned to the PHA. If the letter was not returned to the PHA, the applicant will be assumed to have received the letter.

If the letter was returned to the PHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated

with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the PHA, in writing, if their address changes during the application process.

SECTION VII. MISREPRESENTATION BY THE APPLICANT/PARTICIPANT

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time which resulted in the applicant or Section 8 participant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the Section 8 participant will be terminated because of the act of fraud by the applicant/Section 8 participant. If such misrepresentation resulted in the Section 8 participant paying a lower rent than was appropriate, the Section 8 participant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the PHA may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

SECTION VIII. SECTION 8 ELIGIBILITY CRITERIA

1. Eligibility: All individuals who are admitted to the Section 8 Program in the PHA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant must meet the following requirements:
 - A. The applicant family must qualify as a family as defined in Section IV.
 - B. The applicant family's Annual Income as defined in Section IV, must not exceed income limits established by HUD for the Section 8 Programs.
 - C. The family Head of Household must be:
 - (1) 19 years of age or older,
 - (2) 18 years of age and married (not common law), or
 - (3) A person that has been relieved of the disability of non-age by a juvenile court.
 - D. The PHA may screen applicants in accordance with HUD requirements. The most important screening may be a background check for any criminal activity, particularly drug-related or violent criminal activity, by members of the applicant family. The QHWRA of 1998 allows PHA's to screen tenants. However, the PHA has no responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.
2. Ineligible: Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be placed on a waiting list or offered Section 8 assistance under the following circumstances:

If the applicant's annual family income exceeds the Income Limits established by HUD and published in the Federal Register, the applicant will be declared ineligible.

3. Informed of Ineligibility: If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting may be submitted in writing and/or the request may be verbal. However, the request must be received by the PHA within the time frame established by the PHA for the meeting.
4. Single Person: In addition, under Section 24 CFR 5.405, the PHA is permitted to determine as eligible, single persons living alone or intending to live alone who do not meet any of the definitions of a family (Ref CFR 5.403). Single persons are only eligible for a one bedroom voucher.
5. Declaration of Citizenship: Section 214 of the Housing and Community Development Act of 1980 prohibits PHA's from making financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible non-citizens in HUD's assisted housing programs. This law is referred to as the Non-citizens Rule and was effective June 19, 1995.
6. Adding a Person to the Program: Once an applicant becomes a participant in the PHA's tenant-based program, the head of household must request permission to add another person to the program (except for birth, adoption or court-awarded custody of a child). The person being added must meet all eligibility requirements before the PHA will approve any addition to the tenant-based program.

SECTION IX. VERIFICATION AND DOCUMENTATION

Families are required to provide Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must submit one of the following:

1. Social Security Number (SSN): Submit SSN; or sign a certification if they have not been assigned a SSN. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change.

Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

The PHA will accept copies of the Social Security card only when it is necessary for the PHA to verify by mail the continuing eligibility of participating families. If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the PHA to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided. These

documents include:

- Drivers license.
- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099, or W-2 Form
- Benefit award letters from government agencies
- Medicaid Cards
- Unemployment benefit letter
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of Social Security benefits with the Social Security Administration

Note:

If the PHA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity. Applicants may not become participants until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if the circumstances require an extension. The decision will be made, documented in writing, and placed in the applicant's file.

2. Employer Identification Number (EIN) and applicable consent form.
3. Additional Documentation that may be required in determining eligibility:
 - Temporary Assistance To Needy Families (TANF)
 - Birth Certificate, or Drivers License that displays the date of Birth and/or form(s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
 - Child Care Verification
 - Credit References (History)
 - Employer's Verification
 - Landlord Verification
 - Social Security Benefits
 - Assets Verification
 - Bank Accounts: Checking Accounts - \$500 + Balance
 - Saving Accounts - \$100 + Balance
 - Marriage Certificate: If a marriage certificate is not available the following information is acceptable
 - Drivers License that displays the same address and last names
 - Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.

- Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
- The couple also certifies in their application for housing that they are married.
- Personal References: Personal references (other than from family members) may be used when an applicant cannot produce prior rental history records. Personal references must be notarized.
- Police Report(s)
- Current reports from drug treatment centers or facilities
- Supplemental Social Security Income (SSI) Benefits
- Unemployment Compensation
- VA Benefits
- Documentation to support medical expenses
- Any other reasonable information may be requested by the PHA.

Note:

For the purposes of this plan, if a member of the current family has committed acts of fraud or has an arrest record, including a drug related arrest, that reflects that the family member may be a danger to the health, safety, or welfare of the community then that person will not be allowed to be a participant on the program. The PHA shall prohibit assistance to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

Individuals evicted from any housing complex for engaging in criminal activities, including drug-related criminal activities may be denied assistance.

4. Separation with Children: Separation means the ending of co-habitation by mutual agreement. If an applicant is separated from a person and has children by that person or former spouse, the applicant must provide at least one of the verifications listed below:
- A. A FINAL divorce decree. This applies to individuals who are divorced and not separated and is the only documentation accepted for individuals that are divorced.
 - B. Verification that an individual is receiving court-ordered child support from former spouse.
 - C. Verification that the applicant is pursuing child support through the Department of Human Resources, Child Support Unit or Circuit Clerks Office.
 - D. If the applicant is receiving personal child support, then the applicant can make arrangements to have the child support paid through the court system, either through the circuit clerks office, Department of Human Resources, or through a court referee.

- E. Receiving TANF through the Department of Human Resources for former spouse's children.
 - F. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
 - G. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
 - H. Written statement from a lawyer that applicant has filed suit for divorce because of physical abuse.
 - I. A written statement from an abuse shelter, law enforcement agency, or social services agency that applicant needs housing due to physical abuse.
 - J. Food stamp verification, if no other documentation is available.
5. Separation - No Children: If the applicant is separated from a person and has no children by that person, applicant must provide at least one of the verifications listed below:
- A. A FINAL divorce decree. Applies to individuals who are divorced and not separated and is the only documentation accepted for individuals that are divorced.
 - B. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
 - C. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
 - D. Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.
 - E. A written statement from an abuse shelter, law enforcement agencies, social services agencies that applicant needs housing due to physical abuse.
 - F. Food Stamp Verification. If no other documentation is available.

Note:

The above section also applies to program participants.

6. U. S. Citizenship Verification and Appeal Procedures: The PHA must follow the verification procedures (to be provided by HUD) and verify the person or persons declaration of U. S. citizenship through the INS SAVE system.

Once the verification is completed and verification from the INS SAVE system confirms the declaration of U. S. Citizenship and the applicant(s) meets all other conditions for occupancy, as outlined in this plan, the application will be processed for assistance.

If the INS SAVE system does not confirm U. S. citizenship, the PHA must request that a manual search be conducted of INS records. The PHA must request the secondary verification (manual search) by INS within ten calendar days of receipt of the initial failed verification. INS will issue a decision within 30 days of its receipt of the request for a secondary verification. If the secondary verification fails to confirm eligible immigration status, the PHA shall notify the family of the right of appeal to INS. If INS is unable to issue a decision within 30 days, the INS will inform the family and the PHA of the reasons for the delay. When the PHA receives a copy of the INS decision (and the decision does not confirm the declaration of U. S. citizenship), the PHA will notify the family of its right to request an informal hearing. The informal hearing will be conducted in accordance with Section XI.

- A. Assistance to an applicant may not be delayed, denied, or terminated, if:
- (1) The primary and secondary verification of any immigration documents that were timely submitted has not been completed;
 - (2) The family member for whom the required evidence has not been submitted has moved;
 - (3) The family member who is determined not to be in an eligible immigration status following INS verification has moved;
 - (4) The INS appeals process has not been concluded;
 - (5) For a tenant, the PHA hearing process has not been concluded;
 - (6) Assistance is prorated;
 - (7) Assistance for a mixed family is continued.
- B. Assistance to an applicant shall be denied, and a tenant's assistance shall be terminated, upon the occurrence of any of the following:
- (1) Evidence of citizenship (i.e., the declaration) is not timely submitted;
 - (2) Evidence of citizenship and eligible immigration status is timely submitted but INS primary and secondary verification does not verify eligible immigration status;
 - (3) The family does not pursue INS appeal or PHA informal hearing rights;
 - (4) INS appeal and informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.
- C. Notice must be given to the family and shall advise:
- (1) That financial assistance or housing will be denied or terminated, and provide a brief explanation of the reasons;
 - (2) That they may be eligible for proration of assistance;
 - (3) In the case of a tenant, the criteria and procedures for obtaining relief for mixed families and other families; and,
 - (4) Any future appeal rights have been exercised.

7.

Criminal Records Management Policy: All adult applicants and tenants shall complete an "Authorization for Release of Police Record." The PHA shall request an National Crime Information Center (NCIC) check for criminal history for an applicant or tenant. Applicants and tenants may be requested to furnish fingerprints for this purpose through the local law enforcement office to be sent to the FBI. NCIC information shall be furnished to the PHA pursuant to the agreement between the U.S. Department of Housing and Urban Development and the U. S. Department of Justice Regarding Access to National Crime Information Center Data.

For the purpose of screening applicants, lease enforcement and eviction, the PHA or its Agents will attempt to obtain NCIC reports and any police records from law enforcement agencies related to a persons criminal conviction records for persons eighteen (18) years of age or older. The PHA may also request this information for juveniles, to the extent that the release of such information is not prohibited by State, local, or tribal laws.

Before the PHA takes any adverse action based on a criminal conviction record, the PHA or its Agents must provide the applicant or tenant with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record. For applicants, the copy will be provided at a hearing. The hearing is afforded to each applicant that is denied admission and provides the applicant the opportunity to dispute any information used to deny an applicant housing assistance. For participants, the copy will be provided in accordance with the PHA's Informal Review or Hearing Procedure.

The PHA will keep all criminal records received confidential and not misuse or improperly disseminate the information. Criminal records of any adult applicant/tenant which are used as the basis of denying tenancy or eviction are confidential and shall not be disclosed to any person or entity other than for official use or for use in court proceedings. The term "adult" means a person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State, or tribal law. Said records shall be maintained in separate files and shall be kept in a locked, secure location. Access shall be limited to those employees approved by the Executive Director.

Records shall be destroyed once action is taken and any grievance procedure, or court proceeding is completed. A notice of record destruction shall be maintained in a separate file.

The PHA will work through their local law enforcement agencies to obtain information from NCIC. Also, the PHA may pay reasonable fees charged by law enforcement agencies that provide the information. The applicant or tenant may not be charged for any expenses related to the investigation.

SECTION X. GROUNDNS FOR DENIAL OR TERMINATION OF ASSISTANCE

Denied Admission: The PHA may deny an applicant admission to participate in the Section 8 Program or, with respect to a current participant, may refuse to issue another Voucher for a move to another unit, approve a new lease, or execute a new Contract for

the Section 8 participant, if the applicant or participant: (Ref: 24 CFR 982.552).

- A. Owes rent, other amounts, or judgements to any PHA or any other federally subsidized housing program, the applicant will be declared ineligible. At the PHA's discretion, the applicant may be declared eligible upon payment of the debt, with the date and time of application being the time of payment and meeting other criteria.

Note:

Applicants that owe a PHA or any other federally subsidized program funds will not be processed for receiving assistance. The applicant must pay the funds owed prior to the application being processed. Re-paying funds that are due does not necessarily qualify an applicant for housing assistance. Such payments will be considered along with other factors in the application process. Any money owed to a PHA that has been discharged by bankruptcy shall not be considered in making this determination.

- B. As a previous participant in the Section 8 Program or as a participant in the Public Housing Program, the applicant has not reimbursed the PHA or another PHA for any amounts paid to an owner under a housing assistance contract for rent or other amounts owed by the family under its lease and for a vacated unit.
- D. Has violated any family obligation listed on the voucher.
- E. The PHA will not issue a participant a new voucher for a portable move if the family has moved out of the family's unit in violation of the lease.
- F. Engaged in drug-related criminal activity or violent criminal activity, including criminal activity by the Family member. (Reference 24 CFR 982.553(a)(1)(2).
- G. Breaches a repayment agreement to the PHA and/or owner.
- H. Committed acts that would constitute fraud in connection with and/or has been evicted from any federally assisted housing program.
- I. Did not provide information required within the time frame specified (the applicable dates are contained in the letters from the PHA to the applicant) during the application process.
- J. The PHA shall deny the admission of a family, if the applicant, or any member of the applicant's family does not sign and submit consent forms that are provided by the PHA for the purpose of verifying employment and income information.
- K. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the assistance will be terminated for such misrepresentation.

L. The applicant and all adults must sign a release allowing the PHA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. The applicant and all adults further agree to provide fingerprints if requested. If the PHA uses the information to deny or terminate assistance the PHA must provide a copy of the information used upon proper request.

M. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of program requirements, the applicant may be declared ineligible.

N. If the PHA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The PHA may waive this requirement if:

- (1) The person demonstrates to the PHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
- (2) has successfully completed a supervised drug or alcohol rehabilitation program;
- (3) has otherwise been rehabilitated successfully; or
- (4) is participating in a supervised drug or alcohol rehabilitation program.
- (5) if any household includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

2. Notification of Denial: If an applicant is denied admission, the PHA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal review on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal review (verbal and/or in writing) with the PHA. (Reference Section XI)

3. Time Frames for Denial: As a general rule applicants may be denied admission to the Section 8 Programs for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

A. Denied admission for one year for violation of certificate/voucher and illegal use, or possession for personal use, of a controlled substance or alcohol.

B. Denied admission for three (3) years for the following:
Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.

The PHA can waive this requirement if: the person demonstrates to the PHA's satisfaction successful completion of a rehabilitation program approved by the PHA, or the circumstances leading to the eviction no longer exist.

- C. Denied admission for five (5) years for the following:
 - (1) Fraud (giving false information on the application is considered fraud).
 - (2) An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.
- D. Denied admission for ten (10) years for a conviction of Drug Trafficking.
- E. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- F. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of the assisted housing. Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

SECTION XI. APPLICANT DENIED ASSISTANCE AND PROVIDED OPPORTUNITY FOR INFORMAL REVIEW OR PARTICIPANT ASSISTANCE IS TERMINATED AND PROVIDED OPPORTUNITY FOR INFORMAL HEARING

- 1. Applicant Informal Review: The PHA must give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the PHA decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review. The request must be in writing and presented to the PHA within ten days of the notice of denial.
 - A. Informal Review Process: The PHA must give an applicant an opportunity for an informal review of the PHA decision denying assistance to the applicant. The review may be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person. The applicant must be given an opportunity to present written or oral objections to the PHA decision. The PHA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the final decision.
 - B. Informal Review Not Required: An informal review is not required to be given by the PHA in the following circumstances:
 - (1) Discretionary administrative determinations by the PHA.
 - (2) General policy issues or class grievances.
 - (3) A determination of the family unit size under the PHA subsidy standards.
 - (4) A PHA determination not to approve the suspension or extension of a certificate or voucher term.

- (5) A determination not to grant approval to lease a unit under the program, or to approve a proposed lease.
- (6) A determination that a unit selected by the applicant is not in compliance with HQS.
- (7) A determination that the unit is not in accordance with HQS because of the family size or composition.

Participant Informal Hearing: The PHA must give an opportunity to the participant for an informal hearing to consider whether the PHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and PHA policies. Under the following circumstances:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- A determination of the appropriate utility allowance for tenant-paid utilities from the HA utility allowance schedule.
- A determination of the family unit size under the PHA subsidy standards.
- A determination that the certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the PHA subsidy standards, or the PHA determination to deny the family's request for an exception from the standards.
- A determination to terminate assistance for a participant family because of the family's action or failure to act.
- A determination to terminate assistance because the participant family has been absent from the assisted unit for more than fourteen days in a calendar year.

Note:

In the cases described above, the PHA must give the opportunity for an informal hearing before the PHA terminates housing assistance payments for the family under an outstanding HAP contract.

- A. The PHA is not required to give an informal hearing for any of the following:
- Discretionary administrative determinations by the PHA.
 - General policy issues or class grievances.
 - Establishment of the PHA schedule of utility allowances for families in the program.
 - A PHA determination not to approve an extension or suspension of a certificate or voucher term.
 - A PHA determination not to approve a unit or lease.
 - A PHA determination that an assisted unit is not in compliance with HQS. Provided, however, that the PHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in the Certificate/Voucher/Lease Addendum, or in other HUD rules and regulations or HA policies.
 - A PHA determination that a unit is not in accordance with HQS because of the family size.
 - A PHA determination to exercise or not to exercise any right or remedy against the owner under a HAP contract.

B. Notice to the Family: The PHA must notify the family that the family may ask for an explanation of the basis of the PHA determination, and if the family does not agree with the determination, the family may request an informal hearing on the decision. The housing authority must give the family prompt written notice that the family may request a hearing, and this notice must contain a brief statement of the reasons for the decision, and state that if the family does not agree with the decision, the family may request an informal hearing on the decision. The family has ten days from the date of the notice to request in writing an informal hearing. The hearing will be scheduled by the PHA within ten days from the date of the request.

C. Hearing Procedures: The PHA must give the participant an opportunity for an informal hearing of the PHA decision terminating assistance to the participant. The hearing may be conducted by any person or persons designated by the PHA other than a person who made or approved the decision under review or a subordinate of this person. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA hearing procedures. The PHA and the participant shall each have the right to review any and all relevant documents which may be used in the hearing. If these documents are not made available for review, they may not be used in the hearing. Any fees for copying or procuring the documents shall be at the expense of the requesting party. The participant may be represented by a lawyer or any other representative at the hearing. Costs of representation shall be the responsibility of the participant. The participant must be given an opportunity to present written or oral objections to the PHA decision. The PHA and the family must be given the opportunity to present evidence, and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. The PHA must notify the applicant of the final decision after the informal review. This notice must include a brief statement of the reasons for the final decision. Factual determination relating to the individual circumstances of the family shall be based upon a preponderance of the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to the family.

SECTION XII. SECTION 8 APPLICANT SELECTION PROCESS

1. Housing Voucher Selection and Participation Process:

- A. Equal Opportunity: The Fair Housing Act makes it illegal to discriminate against an applicant on the basis of race, color, religion, sex, handicap, familial status and national origin. The PHA shall not deny any family the opportunity of applying for a Housing Voucher.
- B. Types of Selection: The PHA may admit an applicant for participation in the program either:
- (1) as a special admission (see definition below), or
 - (2) as a waiting list admission. Also, a Section 8 Participant is responsible for finding an existing housing unit suitable to the holder's needs and desires

(Reference 24 CFR 982.353, where family can lease a unit).

- C. Special Admissions: If HUD awards the PHA program funding that is targeted for families living in specified units:
- (1) The PHA must use the assistance for the families living in these units.
 - (2) The PHA may admit a family that is not on the PHA waiting list, or without considering the family's waiting list position. The PHA must maintain records showing that the family was admitted with HUD-targeted assistance.
 - (3) For housing covered by the Low-Income Housing Preservation and Resident Home ownership Act of 1990 (41 U.S.C. 4101 et seq.):
 - (4) A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
 - (5) A non-purchasing family residing in a HOPE 1 or HOPE 2 project.
2. Organization of the Waiting List: The PHA waiting list must contain the following information for each applicant listed:
- A. Applicant name;
 - B. Family unit size (number of bedrooms for which family qualifies under PHA occupancy guidelines);
 - C. Date and time of application;
 - D. Local Preferences, if applicable.
3. Order of Selection from the Waiting List:
- A. When a Housing Voucher is available, the PHA will select the family at the top of the waiting list in accordance with Section XII, 2. The order of admission from the waiting list may not be based on family size, or on the family unit size for which the family qualifies for under the PHA occupancy guidelines. If the PHA does not have sufficient funds to subsidize the family unit size of the family at the top the waiting list, the PHA may not skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available.
 - B. Provided, however, the provisions of the Deconcentration Rule, contained within this policy, shall supercede the selection of applicants based on date and time and local preference points, if applicable, and allow the PHA to skip families on the waiting list to accomplish this goal.
4. Maintaining the Waiting List: The PHA will remove an applicants name from the waiting list for the following:
- A. The PHA will remove names of applicants who do not respond to PHA request for information or updates.

- B. The PHA will remove the names of applicants who refuse the PHAs offer of tenant-based assistance.

5. Procedure for Removing an Applicants Name from the Waiting List. The applicant will be notified by the PHA, in writing, that they have ten (10) calendar days, from the date of the written correspondence, to respond to the PHAs request. The correspondence will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The PHAs system of removing applicant's names from the waiting list will not violate the rights of a disabled person(s). If an applicant's failure to respond to a request from a PHA for information or updates was caused by the applicant's disability, the PHA will provide reasonable accommodations and give the applicant an opportunity to respond. An example of a reasonable accommodation would be to allow an applicant to be reinstated on the waiting list based on the original date and time of their application. If the applicant indicates that they did not respond due to a disability. If the disability is not apparent, the PHA may request the applicant to have a doctor submit a written statement indicating that the applicant did not respond due to their disability.
6. Purging the Waiting List: To ensure that the PHA's waiting list reflects the most current applicant information the waiting list will be updated and purged annually.
7. Verification of Preference (timing), if applicable: At the time of application, initial determinations of an applicant's entitlement to a Preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

SECTION XIII. ORIENTATION OF FAMILIES AND ISSUANCE OF THE HOUSING VOUCHER

1. Briefing: The purpose of the briefing is to go over the Housing Voucher holders packet in order to fully inform the participant about the program so that he/she will be able to discuss it with potential landlords.
2. Briefing Attendance Requirement: All families (head of household) are required to attend the briefing when they are initially issued a Housing Voucher. No Housing Voucher will be awarded unless the household representative has attended a briefing.

Failure to attend a scheduled briefing (without notice to the PHA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

Failure of a applicant, without good cause, to participate in a scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review as outlined in Section XI above.

3. Format of the Briefing: When a Family is initially receives its Housing Voucher, a full explanation (oral) of the following shall be provided to assist the Family in finding a suitable unit and to apprise the Family of its responsibilities and the responsibilities of

the Owner (this may be done either in group or individual sessions depending on the circumstances). Also, families will be given adequate opportunity to raise questions and to discuss the information listed below: (Reference 24 CFR 982.301).

- A. A description of how the program works;
- B. Family and Owner Responsibility; and
- C. Where the family may lease a unit, including renting a dwelling unit inside or outside the PHA jurisdiction.

Note:

The briefing must include a explanation of how portability works. The PHA may not discourage the family from choosing to live anywhere in the PHA jurisdiction, or outside the PHA jurisdiction under portability procedures.

- D. If the family is currently living in a high poverty census tract in the PHA jurisdiction, the briefing must also explain the advantages of moving to an area that does not have a high concentration of poor families.
- E. When issuing a Housing Voucher, the PHA shall give the Family a Section 8 Participant's Packet, which includes: (Reference 24 CFR 982.301).
 - (1) A Voucher is valid for a period of 60 days from the date of issuance. Prior to expiration, the family may contact the PHA to inquire about assistance the PHA can provide the family in locating suitable housing. The family must submit a Request for Lease Approval within the 60-day period unless an extension has been granted by the PHA. Once the family has submitted a Request for Lease Approval the clock is stopped and/or suspended on the term of the voucher (See "Suspension"). When the clock is stopped (suspended), the time remaining days will be reinstated to the initial 60-day period of the Voucher, if necessary. If the unit is not approved for any reason, the remaining days will be reinstated to the initial term of the voucher. If the initial term is not adequate for finding a unit to lease, the family may request an extension of the initial term as described below.
 - (2) A family may request an extension of the Voucher time period. All requests for extensions should be received prior to the expiration date of the Voucher. Extensions are permissible at the discretion of the PHA primarily for the following reasons:
 - (a) Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial 60-day time period. The PHA representative will verify the extenuating circumstances prior to granting an extension.
 - (b) The family has evidence that they have made a consistent effort to locate a unit and request support services from the PHA, throughout the initial 60-day period with regard to their inability to locate a unit.
 - (c) The family has turned in a Request for Lease Approval prior to the expiration of the 60-day time period, but the unit has not passed HQS.

- (d) Time Period for extensions: A PHA representative may grant one or more extensions not to exceed a total of 60 days. The initial term plus any extensions may not exceed 120 calendar days for the beginning of the initial term.
- (e) Extensions for Disabled Persons: The PHA representative must grant an extension of up to 120 days for persons who are disabled.
- (3) How the PHA determines the housing assistance payment for a family; information on the payment standard and the PHA utility allowance schedule.
- (4) How the PHA determines the maximum rent for an assisted unit;
- (5) What the family should consider in deciding whether to lease a unit, including:
 - (a) The condition of the unit;
 - (b) Whether the rent is reasonable;
 - (c) The cost of any tenant-paid utilities and whether the unit is energy-efficient; and
 - (d) The location of the unit, including proximity to public transportation (if applicable), centers of employment, schools and shopping.
- (6) Where the family may lease a unit. The information packet must include an explanation of how portability works;
- (7) The lease form must be in the standard form used in the locality by the owner. It must contain terms that are consistent with State and local law, and that generally apply to unassisted tenants in the same property.
- (8) The HUD-required "lease addendum" (The lease addendum is the language that must be included in the lease).
- (9) The form of request for lease approval, and an explanation of how to request PHA approval to lease a unit;
- (10) A statement of the PHA policy on providing information about a family to prospective owners (See Section XV. 3 below);
- (11) The PHA subsidy standards, including when the PHA will consider granting exceptions to the standards;
- (12) The HUD brochure on how to select a unit;
- (13) The HUD lead-based paint (LBP) brochure;
- (14) Information on federal, state and local equal opportunity laws, and a copy of the housing discrimination complaint form;
- (15) A list of landlords or other parties know to the PHA who may be willing to lease a unit to the family, or help the family find a unit;
- (16) Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the PHA that may be available;
- (17) Family obligations under the program;
- (18) The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act; and
- (19) The informal hearing procedures. This information must describe when the PHA is required to give a participant family the opportunity for an

informal hearing, and how to request a hearing.

4. Approval of Lease and Execution of Related Documents: Reference: 24 CFR 982.302 and 982.305. When a family finds a unit, and the owner is willing to lease the unit under the program, the family may request the PHA to approve the lease and unit.

Note:

Property Owners cannot participate in the program if they are disapproved by the PHA as outlined in Section XIV below.

- A. If the PHA determines that a unit which an eligible family wishes to lease meets HQS and the proposed Lease is approval, the PHA shall notify the Owner and the family of its determination of Lease approval.
- B. After receiving notification from the PHA, the Owner and PHA representative shall schedule a meeting and execute and sign the Contract. After the contact is executed, the Owner and family shall execute and sign the Lease and provide a copy to the PHA.
- C. The PHA shall retain the following in its files:
 - (1) The Request for Lease Approval;
 - (2) The approved Lease;
 - (3) Inspection report;
 - (4) PHA certification that the current rent being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, facilities and management and maintenance service of such unit. This certification will be maintained for three years to comply with HUD regulations and HUD inspections; and,
 - (5) Executed Contract.
- D. The initial lease term may be less than 1 year if it is part of the prevailing local practice and the PHA determines that a shorter term will improve housing opportunities for the family.

SECTION XIV. PHA DISAPPROVAL OF OWNER

- 1. Owner Debarred: The PHA must not approve a unit if the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation. Also, when directed by HUD, the PHA must not approve a unit if:
 - A. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and the action is pending; or
 - B. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- 2. HA Administrative Discretion: The PHA will deny approval to lease a unit from an

owner for any one of the following:

- A. Owner has violated obligations under a HAP contract.
- B. 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-trafficking.
- D. The owner has a history of refusing to evict families for drug-related or violent criminal activity, or other activity that threatens the health, safety or right of peaceful enjoyment of the (1) premises by tenants, PHA employees or owner employees, or (2) the residences by neighbors.
- E. The owner has a history or practice on non-compliance with the HQS requirements, State or local housing codes.
- F. The owner has not paid State or local real estate taxes, fines or assessments.

Note:

After May 18, 1998, if the owner is a parent, child, grandparent, grandchild, sister, or brother of any member of the participant family, the PHA must not approve the unit. However, if the housing authority determines that approval of the unit would provide reasonable accommodation for a family member who is a disabled person, the unit may be approved.

SECTION XV. OWNER RESPONSIBILITY FOR SCREENING TENANTS

1. Suitability for Tenancy: The PHA must inform the owner that the PHA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's own responsibility.
2. Family's Background: An owner may consider a family's background with respect to such factors as:
 - A. Payment of rent and utility bills.
 - B. Caring for a unit and premises.
 - C. Respecting the rights of others to the peaceful enjoyment of their housing.
 - D. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others and compliance with other essential conditions of tenancy.
3. Information Provided Owner Concerning Tenancy: The PHA must give the owner the family's current address (as shown in the PHA records) and the name and address of the landlord at the family's current and prior addresses, if known to the PHA. The PHA will

provide information to an owner for all participants when the PHA possesses the following:

- A. The tenancy history of family members, or
- B. Drug-trafficking by family members.

SECTION XVI. WHERE A FAMILY CAN LEASE A UNIT AND PORTABILITY PROCEDURES

1. Assistance in the Initial PHAs Jurisdiction: The family may receive tenant-based assistance to lease a unit located anywhere in the jurisdiction of the initial PHA.
2. Portability - Assistance Outside the Initial PHA Jurisdiction: Families living in the jurisdiction of the initial PHA may receive tenant-based assistance to lease a unit in the jurisdiction of an PHA anywhere in the United States that is administering a Section 8 Voucher Program.

Note:

Nonresident applicants (applicants that do not live in the legal jurisdiction of the initial PHA) that apply for tenant-based assistance do not have any right to lease a unit outside the initial PHAs jurisdiction during the twelve (12) month period from the time the family is admitted to the program.

3. Income Eligibility:
 - A. For admission, a family must be income eligible in the area where the family initially leases a unit with assistance in the voucher program.
 - B. A portable family transferring between the certificate and voucher programs must be income eligible for the new program in the area where the family leases an assisted unit. This requirement applies if the family is either: transferring from the initial PHAs certificate program to the receiving PHA voucher program.
 - C. If a portable family was already a participant in the initial PHA voucher program, income eligibility is not redetermined.
4. Leasing in Place: If the dwelling unit is approveable, a family may select the dwelling unit occupied by the family before selection for participation in the program.
5. Freedom of Choice: When the family selects eligible housing that meets all program requirements, the PHA may not directly or indirectly reduce the family's opportunity to select among available units.
6. Portability - Administration by the Initial PHA Outside the Initial PHAs Jurisdiction:
 - A. When a family moves under portability to an area outside the initial PHAs jurisdiction, the initial PHA must administer the assistance for the family if: the

unit is located within the same State as the initial PHA, in the same MSA as the initial PHA (but in a different State), or in an MSA that is next to the same MSA as the initial PHA (but in a different State), and no other PHA with a tenant-based program has jurisdiction in the area where the unit is located.

- B. If the above conditions exist, the family remains in the program of the initial PHA. The initial PHA has the same responsibilities for administration of assistance for the family living outside the PHAs jurisdiction as for other families assisted by the PHA within the PHAs jurisdiction.
- C. The initial PHA may choose to use another PHA, a private management entity or other contractor or agent to help the initial PHA administer assistance outside the PHAs jurisdiction.

7. Portability - Administration by Receiving PHA:

When a family moves under portability to an area outside the initial PHA jurisdiction, another PHA (the receiving PHA) must administer assistance for the family if a PHA with a tenant-based program has jurisdiction in the area where the unit is located. When this situation exist, the PHA with jurisdiction in the area where the family wants to lease a units must issue the family a voucher. If there is more than one such PHA, the initial PHA may choose the receiving PHA.

8. Portability Procedures: The initial PHA must determine whether the family is income-eligible in the area where the family wants to lease a unit. The initial PHA must advise the family how to contact and request assistance from the receiving PHA. The initial PHA must promptly notify the receiving PHA to expect the family. The family must promptly contact the receiving PHA, and comply with receiving PHA procedures for incoming portable families. The initial PHA must give the receiving PHA the most recent HUD Form 50058 for the family, and related verification information. If the receiving PHA opts to conduct a new reexamination, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit unless the recertification is necessary to determine income eligibility. When the portable family requests assistance from the receiving PHA, the receiving PHA must promptly inform the initial PHA whether the receiving PHA will bill the initial PHA for assistance on behalf of the portable family, or will absorb the family into its own program. The receiving PHA must determine whether to extend the voucher term. The family must submit a request for lease approval to the receiving PHA during the term of the receiving PHA voucher. The receiving PHA must determine the family unit size for the portable family. The family unit size is determined in accordance with the subsidy standards of the receiving PHA. The receiving PHA must promptly notify the initial PHA if the family has leased an eligible unit under the program, or if the family fails to submit a request for lease approval for an eligible unit within the term of the voucher. To provide tenant-based assistance for portable families, the receiving PHA must perform all PHA functions, such as reexamination of family income and composition.

9. Absorption by the Receiving PHA: If funding is available for the receiving PHA, when a voucher is received, the receiving PHA may absorb the family into the receiving PHAs voucher program.

Note:

HUD may require a receiving PHA to absorb all or a portion of the portable families.

10. Portability Billing: The receiving PHA may bill the initial PHA for housing assistance payment and administrative fees. The initial PHA must promptly reimburse the receiving PHA for the full amount of the housing assistance payments (HAP) made by the receiving PHA for the portable family. The amount of the HAP for a portable family in the receiving PHAs program is determined in the same manner as for other families in the receiving PHA program. The initial PHA must promptly reimburse the receiving PHA for 80 percent of the initial PHAs on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs from the receiving PHA. HUD may reduce the administrative fee to an initial PHA, if the PHA does not promptly reimburse the receiving PHA for housing assistance payments or fees on behalf of portable families.

SECTION XVII. ABSENCE FROM THE ASSISTED UNIT

Absence means that no member of the family is residing in the unit. Families participating in the program may be absent for a period of 14 calendar days without notifying the PHA. If the family anticipates being absent for more than 14 consecutive calendar days, the Head of Household must request written permission from the PHA prior to leaving the assisted unit. The written request must be submitted 30 calendar days in advance of the anticipated absence. The PHA may approve absences in excess of 14 consecutive calendar days for vacation, hospitalization or other good cause as presented to the PHA by head of household. The PHA will respond in writing within 10 calendar days of the receipt of the request for approved absence. The PHA will not approve any request for absence for a period of more than 180 consecutive calendar days in any circumstance, or for any reason.

Note:

If an emergency situation exists, such as hospitalization, the head of household must notify the PHA by telephone as soon as possible and request a determination via the telephone. Verbal request for determination may only be made in emergency situations. The PHA will respond verbally and follow-up its verbal determination in writing within ten calendar days of the verbal request.

SECTION XVIII. CONTINUED ASSISTANCE AFTER FAMILY BREAK-UP

The PHA shall determine which family members will continue to receive assistance after a family break-up. The head of household, spouse or any adult member of the household must notify the PHA that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the PHA and request a determination. The request must be made within 10 calendar days of the break-up. The PHA will consider the following factors in making this determination:

1. Assisted Unit: Whether the assistance should remain with family members remaining in the original assisted unit.
2. Interest of Family Members: The interest of minor children or of ill, elderly or disabled family members.

3. **Physical Violence:** Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household.

The PHA will issue a determination within 10 calendar days of receipt for the determination request. The person requesting it may request an Informal Hearing in accordance with the PHA procedures if they disagree with the determination of the PHA.

Note:

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

SECTION XIX. SUBSIDY STANDARDS

The following subsidy standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing:

Subsidy Standard Chart

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

Section 8 participants shall be issued a Voucher based on the subsidy standard listed above. In determining family unit size for a particular family, the PHA may grant an exception to the above subsidy standard if the PHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family unit size for any family consisting of a single person must be either a zero or one-bedroom unit, unless a live-in-aide resides with them. Any live-in-aide must be approved by the PHA, in advance, and reside in the unit to care for a family member who is disabled or is at least 50 years of age. A live-in-aide must be counted in determining the family unit size.

A family that consists of only a pregnant woman must be treated as a two-person family.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

SECTION XX. INSPECTIONS OF PROPERTY:

1. Inspection of Private Owners Property: When the PHA receives a Request for Lease approval the PHA shall inspect the unit for compliance with the PHA's housing quality standards (HQS). The PHA's inspector will inspect the unit for compliance with HQS standards and send the owner the results of the inspection. If there are defects or deficiencies which must be corrected in order for the unit to comply with HQS standards, the Owner shall be advised, in writing, by the PHA of the work required to be done before a Contract can be executed. The unit will be re-inspected to ascertain that the necessary work has been performed and the unit meets HQS standards for occupancy.
2. Inspection of PHA-Owned Property: The local government or another independent entity approved by HUD must conduct HQS inspections and rent reasonableness determinations for PHA-owned units leased by voucher holders. The PHA must pay any expenses associated with the performance of such inspections and rent determinations. The PHA and the independent agency may not charge the family for the services provided by the independent agency. The PHA may use administrative fee income to compensate the independent for its services, but may not use other program receipts for this purpose.
3. Inspection Deadlines: PHAs with 1,250 or fewer tenant-based Section 8 units must conduct initial HQS inspections within 15 days after receipt of an inspection request from the family and owner. PHAs with more the 1,250 tenant-based Section 8 units must conduct initial HQS inspections with a "reasonable period" of the family's and owners request.
4. Inspection File Administration: The PHA will maintain a copy of every inspection and re-inspection report for three years, with one exception. If the unit inspected requires testing for Lead Based Paint and/or the unit requires treatment of chewable surfaces based on the testing, the PHA shall keep indefinitely the test results and, if applicable, the Owner certification of the treatment. The inspection reports will specify the defects or deficiencies that must be corrected in order for the unit to be corrected for the unit to meet HQS standards. The inspection report will also reflect any other defects or deficiencies, that do not cause the unit to fail, in the event of a subsequent claim by the Owner that they were caused during the period of occupancy by the Family.

SECTION XXI. INSPECTION STANDARDS:

Before a unit can be approved of Occupancy under the Section 8 program, the unit must meet the performance requirements set forth in 24 CFR 982.401, which are the Housing Quality Standards (HQS's).

1. HQS Inspection Areas: The following areas are included in HQS inspections:
 - Sanitary facilities;
 - Food preparation and refuse disposal;
 - Space and security;

- Thermal environment;
- Illumination and electricity;
- Structure and materials;
- Interior air quality;
- Water supply;
- Lead based paint;
- Access;
- Site and neighborhood;
- Sanitary condition; and
- Smoke Detectors.

Note:

The PHA's inspection only certifies that the unit meets HQS federal regulations and the PHA is not responsible for items not included in the HQS inspection. The PHA will use HUD approved inspection forms to perform Section 8 Inspections.

2. Types of HQS Inspections:

- A. Initial Inspections: Performed by the PHA staff after receiving the Request for Lease Approval from the applicant.
- B. Yearly inspections as required by HQS for tenants continuing to receive assistance and remaining in the same unit.
- C. Re-Inspections: Inspections that are performed by PHA staff for the purpose of verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.
- D. Quality Control Inspections: The Section 8 Coordinator will re-inspect five (5) percent (based on a random sample) of the total number of Section 8 units under HAP contract to insure that inspections are being performed in compliance with HQS standards. The Executive Director may perform some of the re-inspections, if necessary. The Section 8 Coordinator will maintain a file that documents the quality control inspections.
- E. Special Inspections: These types of inspections may be necessary when a Federal Official visits the PHA to perform a compliance review of the PHA and/or the Owner may request a special inspection be performed to document the condition to the unit.
- F. Move-out Inspections: These inspections are performed after the tenant moves out of the unit and the Owner and/or the Owner's representative will be required to attend the move-out inspection. If the tenant plans to remain in the unit and the HAP contract is going to be canceled, the inspection can be performed with the tenant in place. Move-out inspections substantiate possible damage claim OR violation of family obligations. The Owner may write the PHA and indicate that there are no damages and a move-out inspection is not required. If an Owner requests a move out inspection to substantiate a damage claim/violation of family obligation the inspection must be completed prior to the work being done that will correct the damage. The Owner must request an inspection within 5 business

days of the move-out in order to submit a damage claim, if applicable. If the PHA cannot schedule the inspection prior to re-rental of the unit, the PHA may give the Owner permission to submit a damage claim/violation of family obligation with pictures of the unit, to substantiate the damage. The PHA may use this evidence to terminate the continuing assistance to the participant because of a family violation.

SECTION XXII. DETERMINATION OF PARTICIPANT RENT AND RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

Rent as initially determined or at the annual reexamination will remain in effect for the period between regular reexamination of family income and composition unless the following changes in family circumstances occur. Also, the participant agrees to report, in writing, and provide certification following any change in annual income within ten (10) calendar days of the occurrence.

- Loss or addition of family composition through birth, death, divorce, removal of other continuing circumstances and the amount, if any, of family member's income;
- Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or
- To correct errors made when determining eligibility or at reexamination.

Note:

If an error results in a retroactive rent payment due to the participant not providing correct information concerning annual income, the Section 8 participant may request the PHA representative to approve a repayment schedule. The Section 8 participant must make the request, in writing, to the PHA representative. The amount of the repayment will be the higher of \$10.00 per month or 10 percent of the monthly adjusted income. The PHA representative will provide the Section 8 participant with a written response to their request and if approved the written notification will include the amount of the monthly repayment plus the due date of the first payment.

The final estimate of family income will be made by the PHA on the basis of verified information regarding income. There is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income (as defined in Section IV that is not being reported). Families may not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, the PHA will have the family sign a verification form to verify that no income is being provided.

Families will be required to report any changes in their income status within ten (10) calendar days of the occurrence of employment and/or any other type of income is received. Families with zero income may be requested to recertify more frequently.

1. Annual Re-examination:

- A. Once each year, the PHA must reexamine the income and family composition of all families participating the Section 8 Program in accordance with 24 CFR 5.617. Verifications acceptable to the PHA shall be obtained and determinations made.

In the event of failure or refusal of the family to report the necessary information, the PHA may terminate the assistance.

- B. Records shall be maintained by the PHA to insure that every participant's income and family composition has been reexamined within a twelve month period.
 - C. Upon completion of reexamination and verification, the participant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the participant's file.)
 - (1) Any change in rent and the date on which it becomes effective.
 - (2) Any change required because of a change in the composition of the family.
2. Interim Redetermination of Rent: Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. The participant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.
- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new participant.
 - B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
 - C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
 - D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.
 - E. Errors of omission made at admission or re-examination shall be corrected by the PHA. Retroactive payments will be made to the participant if the error is in his or her favor.
 - F. A participant who has had a rent reduction/increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.

3. Notice of Temporary Rent: On occasions, the PHA is required to compute rent based on information that is supplied by the participant and third party information that has not or will not be provided by the employer. When this situation occurs the PHA will compute a temporary rent based on the information available. Once the information is verified the participant will be notified in writing. If an underpayment was made based on the information provided the participant will have fourteen (14) days from the date of the PHA notification to pay the amount specified. If the participant has made an overpayment, that amount will be credited to his/her account with the landlord. The Head of Household and Spouse (if applicable) and a PHA representative signs this Notice of Temporary Rent and it is filed appropriately with a copy provide to the participant.

4. The Effective Dates of Interim Redetermination of Rent:
 - A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.

 - B. The participant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure to report such increase in family income.
 - (1) Any interim change in rent will require reverification of all family income that has not been verified within ninety (90) calendar days of the previous rent determination.
 - (2) Participant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development.
 - (3) Temporary employment/unemployment or increases and decreases in wages "for any reason" of less than 30 days will not constitute a rent adjustment.
 - (4) If it is found that a participant has misrepresented or failed to report facts upon which rent is based so that the participant is paying less than they should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The participant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the participant may be subject to civil and criminal penalties. Misrepresentation is a serious program violation that may result in termination.

5. Special Re-examinations: Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The participant shall be notified, in writing, of the date of the special re-examination.
- B. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
- C. Rents determined at special re-examinations shall be made effective as noted in 4 A and B above.

6. Minimum Rent Hardship Exemptions:

- A. The PHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
 - (1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
 - (2) The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
 - (3) The income of the family has decreased because of changed circumstance, including loss of employment.
 - (4) A death in the family has occurred which affects the family circumstances.
 - (5) Other circumstances which may be decided by the PHA on a case by case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the PHA prior to the rent becoming delinquent and before the lease is terminated by the PHA.

- B. If a resident requests a hardship exemption prior to the rent being delinquent under this section, and the PHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety day period for non-payment of rent.

In such a case, if the resident thereafter demonstrates that the financial hardship is

of a long term basis, the PHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the PHA from taking eviction action for other violations of the lease.

7. Reduction of Welfare Benefits: If the Section 8 participant requests an income re-examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced because of:
 - A. Noncompliance with economic self-sufficiency program or;
 - B. Work activities requirements or;
 - C. Because of fraud.
8. Exception to Rent Reductions: Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not affect their Section 8 tenant-based assistance.

SECTION XXIII. ADJUSTMENT TO UTILITY ALLOWANCES AND CONTRACT RENTS, PLUS MONTHLY HOUSING ASSISTANCE PAYMENTS

1. Utility Allowances: At least annually, the PHA shall determine whether there has been a substantial change in utility rates or other charge of general applicability, and whether an adjustment is required in the *Allowance of Utilities and Other Services* by reason of such changes or because of errors in the original determination. If the PHA determines that an adjustment should be made, the PHA shall establish a schedule of adjustments taking into account size and type of dwelling units and other pertinent factors and shall furnish HUD with a copy of the adjusted schedule. (Reference 24 CFR 882.214)
2. Contract Rents: Contract Rents may be adjusted by the PHA on an annual basis and for special adjustments as provided below:
 - A. Annual Adjustment: Upon request from the owner to the PHA an annual adjustment may be made if the Contract unit is in decent, safe and sanitary condition and the Owner is otherwise in compliance with the terms of the Lease and the HAP Contract. Annual adjustments as of any anniversary date shall be determined by using the *Section 8 Annual Adjustment Factor* most recently published by HUD in the Federal Register. The Contract rent may be adjusted upward or downward. However, in no case shall the adjusted rent be less than the Contract rent on the effective date of the Contract.
 - B. A special adjustment: Subject to HUD approval, to reflect increases in the actual and necessary expenses of owning and maintaining the unit which have resulted from substantial general increases in real property taxes, utility rates or similar costs (i.e. assessments, and utilities not covered by regulated rates), but only if and

to the extent that the Owner clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by the annual adjustments provided for in number 1 above of this section. The Owner shall submit financial statements to the PHA that clearly support the increase.

Overall Limitation of Adjustments of 2 A and B above: Notwithstanding any other provisions, adjustments as provided for in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

3. Monthly Housing Assistance Payment (HAP) Payments: Monthly payments will be made to an owner on behalf of a family participating in the Section 8 Program. Payments will be issued in accordance with the Housing Assistance Payment Contract. The checks will be issued on a monthly basis and mailed directly to the participating owner (due on the fifth (5) day of each month for the current month.) A copy of the check will be kept and serve as a record of payment.
4. PHA Penalties For Late Payment To Owners: The HAP contract will provide for penalties against the PHA for late payment of housing assistance payment to the owner. Any late payment penalties may only be imposed in accordance with generally accepted practices in the local housing market governing penalties for late payment of rent by a tenant. For example, the PHA may be required to pay a late fee to an owner if the housing assistance payment is not paid by the 10th day of the month if it is local practice that an unassisted tenant is charged a late fee when the rent is not paid by the 10th day of the month. A late payment fee may only be paid from the PHA's administrative fee income (including available amounts in the PHA's administrative fee reserve). The PHA is not obligated to pay any late fee if HUD determines that the late payment is due to factors beyond the control of the PHA (e.g., late receipt of the funds from the Treasury). The rule also provides that the PHA may add HAP contract provisions which define when the HAP payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner).

SECTION XXIV. FAIR MARKET RENT (FMR), PAYMENT STANDARD FOR VOUCHERS AND RENT REASONABLENESS LIMITATION

1. Types of Tenancy in the pre-merger Section 8 Voucher Program: The two Certificate tenancy listed below will no longer be available for new applicants with the new merger rule starting October 1, 1999. Participants currently using these certificates must be converted to vouchers according to the procedures outlined in this plan.
 - A. A Regular Tenancy (Certificate)
 - B. Voucher
 - C. An Over-FMR Tenancy (Certificate)
2. Negotiating Rent to Owner. The owner and the family negotiate the rent to owner. At the family's request, the PHA must help the family negotiate the rent to owner.
3. Rent to Owner: Reasonable Rent.

- A. Rent Reasonableness determination.
- (1) The PHA may not approve a lease until the PHA determines that the initial rent to owner is a reasonable rent.
 - (2) The PHA must re-determine the reasonable rent before any increase in rent;
 - (3) If there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary;
 - (4) If directed by HUD.
 - (5) The PHA may also redetermine the reasonable rent at any other time.
 - (6) At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by the PHA.

Note:

The local government or another independent entity approved by HUD must conduct rent reasonableness determinations for PHA-owned units leased by voucher holders. The PHA must pay any expenses associated with the performance of such rent determinations. The PHA and the independent agency may not charge the family for the services provided by the independent agency. The PHA may use administrative fee income to compensate the independent for its services, but may not use other program receipts for this purpose.

- B. Comparability. The PHA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units.
- C. Owner certification of rents charged for other units. By accepting each monthly housing assistance payment from the PHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

4. Maximum Subsidy: FMR/Exception Rent Limit.

- A. Fair market rents (FMRs) are published by HUD.
- B. Area exception rent: This must be HUD approved and will continue unless withdrawn or modified by HUD.
- (1) At HUD's sole discretion, HUD may approve an area exception rent for all units, or all units of a given size (number of bedrooms), leased by program families in a part of the fair market rent area that is designated as an "exception rent area." A HUD-approved area exception rent applies to all PHAs with jurisdiction of the exception rent area.
 - (2) An area exception rent may not exceed 120 percent of the FMR.
 - (3) HUD will determine the area exception rent by either of the two following methods:
 - (a) **Median rent method.** In the median rent method, HUD determines the area exception rent by multiplying the FMR times a fraction of which the numerator is the median gross rent of the exception rent area and the denominator is the median gross rent of the entire

FMR area. In this method, HUD uses median gross rent data from the most recent decennial United States census, and the exception rent area may be any geographic entity within the FMR area (or any combination of such entities) for which median gross rent data is provided in decennial census data products.

- (b) 40th percentile rent method. In this method, HUD determines that the area exception rent equals the 40th percentile of rents to lease standard quality rental housing in the exception rent area. HUD determines the 40th percentile rent in accordance with the methodology described in 24 CFR 888.113 for determining fair market rents. An HA that asks HUD to approve an area exception rent determined by the 40th percentile rent method must present statistically representative rental housing survey data that justify exception rent approval by HUD.
- (4) An area exception rent will not be approved unless HUD determines that an exception rent is needed either:
 - (a) To help families find housing outside areas of high poverty; or
 - (b) Because certificate or voucher holders have trouble finding housing for lease under the program within the term of the certificate or voucher.
- (5) The total populations of exception rent areas in an FMR area may not include more than 50 percent of the population of the fair market rent area.
- (6) At any time, HUD may withdraw or modify any approved area exception rent.

5. Voucher Tenancy: (How to calculate housing assistance payment).

- A. Use of payment standard. For a voucher tenancy, a "payment standard" is used to calculate the monthly housing assistance payment for a family. The payment standard is the maximum monthly subsidy payment for a family. The Payment Standard can be set by the PHA anywhere between 90% and 110% of the HUD-published fair market rent (FMR). HUD may approve payment standards lower than 90% of FMR and payment standards higher than 110% of FMR.
- B. Amount of assistance.
 - (1) Voucher payment standard: Maximum and minimum.
 - (a) The PHA must adopt a payment standard schedule that establishes payment standards for the PHA voucher program. For each FMR area and for each exception rent area, the PHA must establish voucher payment standard amounts by unit size (zero-bedroom, one-bedroom, and so on).
 - (b) For a voucher tenancy, the payment standard for each unit size may not be:
 - (i) More than the current FMR/exception rent limit; or
 - (ii) Less than 90 percent of the current FMR/exception rent limit, unless a lower percent is approved by HUD.

- (2) Tenant Payment Formula.
- (a) A family renting a unit below the payment standard pays as gross rent the highest of:
- (i) 30% of monthly adjusted income; or
 - (ii) 10% of monthly income (gross income); or
 - (iii) the welfare rent (in States where the welfare payment is adjusted in accordance with actual housing costs); or
 - (iv) The PHA established statutory minimum rent.
- (b) A family renting a unit above the payment standard pays the highest of:
- (i) 30% of monthly adjusted income; or
 - (ii) 10% of monthly income (gross income); or
 - (iii) welfare rent; or
 - (iv) the minimum rent, plus any rent above the payment standard.
- (3) Voucher payment standard schedule.
- (a) A voucher payment standard schedule is a list of the payment standard amounts used to calculate the voucher housing assistance payment for each unit size in an FMR area. The payment standard schedule for an FMR area includes payment standard amounts for any HUD-approved exception rent area in the FMR area.
- (b) The voucher payment standard schedule establishes a single payment standard for each unit size in an FMR area and, if applicable, in a HUD-approved exception rent area within an FMR area.
- (c) Payment standard amounts on the payment standard schedule must be within the maximum and minimum limits stated in this section. Within these limits, payment standard amounts on the schedule may be adjusted annually, at the discretion of the PHA, if necessary to assure continued affordability of units in the PHA jurisdiction.
- (d) To calculate the housing assistance payment for a family, the PHA must use the applicable payment standard from the PHA payment standard schedule for the fair market rent area (including the applicable payment standard for any HUD-approved exception rent area) where the unit rented by the family is located.
- (4) Payment standard for certain subsidized projects. For a voucher tenancy in an insured or noninsured Section 236 project, a Section 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 rental charge (as defined in 12 U.S.C. 1715z-1(f)(1)), including the cost for tenant-paid utilities.

C. Payment standard for family.

- (1) The payment standard for a family is the lower of:
- (a) The payment standard for the family unit size; or
 - (b) The payment standard for the unit size rented by the family.
- (2) If the unit rented by a family is located in an exception rent area, the PHA

- must use the appropriate payment standard for the exception rent area.
- (3) During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - (a) 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
 - (b) 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.
 - (4) If there is a change in family size or composition during the HAP contract term, paragraph (d)(4)(i) of this section does not apply at the next regular reexamination following such change, or thereafter during the term.

Note:

A family must not pay more than 40% of adjusted income for rent when the family first receives Section 8 tenant-based assistance for occupancy of a particular unit.

6. Over-FMR tenancy:

On the merger date, over-FMR tenancy participants in the pre-merger certificate program automatically become participants in the Housing Choice Voucher Program (HCVP). Existing HAP contracts for an over-FMR tenancy provide that the housing assistance payment must be calculated in accordance with HUD requirements. However, the HAP contracts do not specify the amount of or method of computing the housing assistance payments. Therefore, the new method of calculating subsidy under the HCVP is applied commencing at the effective date of the second regular reexamination of family income and composition on or after the merger date. Conversion of an over-FMR certificate unit to the HCVP is not dependent upon the execution of a HCVP HAP contract. The execution of a HCVP HAP contract may be deferred until the next time a HAP contract would otherwise be executed in accordance with program requirements.

7. Regular Tenancy: (How to calculate housing assistance payment).

A regular tenancy certificate participant will automatically become a participant in the Housing Choice Voucher Program when the PHA executes a new HAP contract on their behalf on or after the merger date – whether for the same unit or for a new unit. The PHA must terminate assistance under any outstanding regular certificate HAP contract (entered before the merger date) at the effective date of the second regular reexamination of family income and composition on or after the merger date. However, until conversion there is no change in pre-merger certificate program requirements for calculation of housing assistance payments, including annual and special adjustments to contract rent.

The monthly housing assistance payment equals the gross rent, minus the higher of:

- A. The total tenant payment; or
- B. The minimum rent as required by law.

8. Regular Tenancy: (Limit on initial rent to owner).

- A. FMR/exception rent limit.
 - (1) The initial gross rent for any unit may not exceed the FMR/exception rent limit on the date the PHA approves the lease.
 - (2) The FMR/exception rent limit for a family is the lower of:
 - (a) The FMR/exception rent limit for the family unit size; or
 - (b) The FMR/exception rent limit for the unit size rented by the family.
- B. Reasonable rent. The initial rent to owner may not exceed a reasonable rent as determined in accordance with Sec. 982.503.

9. Regular Tenancy: (Annual adjustment of rent to owner).

- A. When rent is adjusted. At each annual anniversary date of the HAP contract, the HA must adjust the rent to owner at the request of the owner in accordance with this section.
- B. Amount of annual adjustment.
 - (1) The adjusted rent to owner equals the lesser of:
 - (a) The pre-adjustment rent to owner multiplied by the applicable Section 8 annual adjustment factor, published by HUD in the Federal Register, that is in effect 60 days before the HAP contract anniversary;
 - (b) The reasonable rent (as most recently determined or redetermined by the HA in accordance with Sec. 982.503); or
 - (c) The amount requested by the owner.
 - (2) In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments.
 - (3) The rent to owner may be adjusted up or down as specified in this section.
 - (4) Notwithstanding paragraph (b)(1) of this section, the rent to owner for a unit must not be increased at the annual anniversary date unless:
 - (a) The owner requests the adjustment by giving notice to the PHA; and
 - (b) During the year before the annual anniversary date, the owner has complied with all requirements of the HAP contract, including compliance with the HQS.
 - (5) The rent to owner will only be increased for housing assistance payments covering months commencing on the later of:
 - (a) The contract anniversary date; or
 - (b) At least sixty days after the PHA receives the owner's request.
 - (6) To receive an increase resulting from the annual adjustment for an annual anniversary date, the owner must request the increase at least sixty days before the next annual anniversary date.

10. Regular Tenancy: (Special adjustment of rent to owner).

- A. Substantial and general cost increases.
 - (1) At HUD's sole discretion, HUD may approve a special adjustment of the rent to owner to reflect increases in the actual and necessary costs of

owning and maintaining the unit because of substantial and general increases in:

- (a) Real property taxes;
 - (b) Special governmental assessments;
 - (c) Utility rates; or
 - (d) Costs of utilities not covered by regulated rates.
- (2) An PHA may make a special adjustment of the rent to owner only if the adjustment has been approved by HUD. The owner does not have any right to receive a special adjustment.

B. Reasonable rent. The adjusted rent may not exceed the reasonable rent. The owner may not receive a special adjustment if the adjusted rent would exceed the reasonable rent.

C. Term of special adjustment.

- (1) The PHA may withdraw or limit the term of any special adjustment.
- (2) If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to owner.

11. Rent to Owner: (Effect of rent control).

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

12. Rent to Owner: (In subsidized projects).

A. Subsidized rent.

- (1) The rent to owner in an insured or noninsured Section 236 project, a Section 515 project of the Rural Development Administration, a Section 202 project or a Section 221(d)(3) below market interest rate project is the subsidized rent.
- (2) During the assisted tenancy, the rent to owner must be adjusted to follow the subsidized rent, and must not be adjusted by applying the published Section 8 annual adjustment factors. For such units, special adjustments may not be granted. The following sections do not apply to a tenancy in a subsidized project described in paragraph (a)(1) of this section: Sec. 982.509 (annual adjustment) and Sec. 982.510 (special adjustment).

B. HOME. For units assisted under the HOME program, rents are subject to requirements of the HOME program (24 CFR 92.252).

C. Other subsidy: PHA discretion to reduce rent: In the case of a regular tenancy, the PHA may require the owner to reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants or other subsidized financing.

13. Other Fees and Charges.

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

14. Distribution of Housing Assistance Payment.

The monthly housing assistance payment is distributed as follows:

- A. The PHA pays the owner the smaller of the housing assistance payment or the rent to owner.
- B. If the housing assistance payment exceeds the rent to owner, the PHA may pay the balance of the housing assistance payment either to the family or directly to the utility supplier to pay the utility bill on behalf of the family.

15. Family Share: (family responsibility).

- A. The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent.
- B. The PHA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the family share. Payment of the family share is the responsibility of the family.

16. Family Income and Composition: (Regular and interim examinations).

- A. PHA responsibility for reexamination and verification.
 - (1) The PHA's responsibilities for reexamining family income and composition are specified in 24 CFR part 5, subpart F.
 - (2) The PHA must obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available:
 - (a) Reported family annual income;
 - (b) The value of assets;
 - (c) Expenses related to deductions from annual income; and
 - (d) Other factors that affect the determination of adjusted income.
- B. When PHA conducts interim reexamination.

- (1) At any time, the PHA may conduct an interim reexamination of family income and composition.
 - (2) At any time, the family may request an interim determination of family income or composition because of any changes since the last determination. The PHA must make the interim determination within a reasonable time after the family request.
 - (3) Interim examinations must be conducted in accordance with policies in the PHA administrative plan.
- C. Family reporting of change. The PHA has adopted policies prescribing when and under what conditions the family must report a change in family income or composition. (Please see Section XXII of this plan).
- D. Effective date of reexamination.
- (1) The PHA must adopt policies prescribing how to determine the effective date of a change in the housing assistance payment resulting from an interim redetermination.
 - (2) At the effective date of a regular or interim reexamination, the PHA must make appropriate adjustments in the housing assistance payment and family unit size.
- E. Family member income. Family income must include income of all family members, including family members not related by blood or marriage. If any new family member is added, family income must include any income of the additional family member. The PHA must conduct a reexamination to determine such additional income, and must make appropriate adjustments in the housing assistance payment and family unit size.

17. Utility Allowance Schedule.

- A. Maintaining schedule.
- (1) The PHA must maintain a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).
 - (2) The PHA must give HUD a copy of the utility allowance schedule. At HUD's request, the PHA also must provide any information or procedures used in preparation of the schedule.
- B. How allowances are determined.
- (1) The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole and current utility rates.
 - (2) (a) An PHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards. However, the PHA may not provide any allowance for non-essential utility costs, such as costs of cable or

satellite television.

- (b) In the utility allowance schedule, the PHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection (disposal of waste and refuse); other electric; refrigerator (cost of tenant-supplied refrigerator); range (cost of tenant-supplied range); and other specified housing services. The PHA must provide a utility allowance for tenant-paid air-conditioning costs if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant-installed air conditioners.
 - (3) The cost of each utility and housing service category must be stated separately. For each of these categories, the utility allowance schedule must take into consideration unit size (by number of bedrooms), and unit types (e.g., apartment, row-house, town house, single-family detached, and manufactured housing) that are typical in the community.
 - (4) The utility allowance schedule must be prepared and submitted in accordance with HUD requirements on the form prescribed by HUD.
- C. Revisions of utility allowance schedule.
- (1) An PHA must review its schedule of utility allowances each year, and must revise its allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised. The PHA must maintain information supporting its annual review of utility allowances and any revisions made in its utility allowance schedule.
 - (2) At HUD's direction, the PHA must revise the utility allowance schedule to correct any errors, or as necessary to update the schedule.
- D. Use of utility allowance schedule.
- (1) The PHA must use the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the PHA subsidy standards).
 - (2) At reexamination, the PHA must use the PHA current utility allowance schedule.
- E. Higher utility allowance as reasonable accommodation for a person with disabilities. On request from a family that includes a person with disabilities, the PHA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability.

SECTION XXV. AFFORDABILITY ADJUSTMENTS AND RENT PROVISIONS

1. Annual Increases of Payment Standards. The PHA, in its discretion, may adopt annual increases of payment standards amounts on the payment standard schedule so that families can continue to afford to lease units with assistance under the Housing Voucher Program (Reference 24 CFR 982.617). In determining when an adjustment to the payment is necessary the PHA will consider:
 - A. Rent burden (number of families paying more than 30% of income for rent [if more than ____ percent, the PHA may adjust the payment standard]),
 - B. Success rate in leasing vouchers [if less than ____ percent the PHA may adjust the payment standard] and
 - C. Percentage of FMR [if payment standard is within ____ percent of the FMR, either higher or lower, the PHA may adjust the payment standard]. The PHA will also consider the financial utilization of funding provided for vouchers. If the PHA determines that vouchers are not being leased to properly utilize funding, the payment standard may need to be adjusted to increase utilization of available funding.
2. Rent Negotiation. Under the Housing Voucher Program, the rent to the owner is a matter of negotiation between the owner and the family. The rent must be within the guidelines of "rent reasonableness", and this rental amount must be certified by the PHA as falling within the guidelines of "rent reasonableness". If requested by the family, the PHA must also assist the family in negotiating a reasonable rent with the owner. (Reference 24 CFR 982.309)
3. Rent Increase: The rent to owner may not be increased during the first year of the lease. The lease may provide that the owner may increase the rent at any time after the first anniversary of the lease, but the owner must give the tenant and the PHA 60 days written notice of any increase before it takes effect. (Reference 982.309)
4. HA Disapproval of Lease: The PHA may disapprove a lease for a rent that is not reasonable, based on rents charged for comparable rental units. PHAs may exercise this authority in communities where the market is not functioning normally or where some families are not able to negotiate reasonable rent on their own. For example, where there is a concentration of ownership by a small number of landlords, or where rents charged to voucher holders are greater than rents charged to voucher holders living in comparable units. A PHA must document each case of rent that is not reasonable. (Reference 982.309)

SECTION XXVI. SECURITY DEPOSIT

The owner establishes the amount of the security deposit to be charged. The security deposit should be consistent with private market practice, or security deposits for the owner's unassisted units. When the tenant moves out of the dwelling unit, the owner, subject to State and 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 charges 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.

Note:

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.

The PHA is not responsible for any damages to the unit and will not process any damage claims for HAP contracts signed after October 2, 1995.

SECTION XXVII. TERMINATION OF TENANCY BY OWNER

1. Reasons for Termination: The Owner shall not terminate the tenancy of the Family except for:
 - A. Serious or repeated violation of the terms and conditions of the Lease;
 - B. Criminal Activity by the tenant, any member of the household, a guest or another person under the tenant's control shall be cause for termination of tenancy. Criminal activity is defined as, criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises.
 - C. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or
 - D. Other good cause, which may include, but not be limited to: failure by the family to accept the offer of a new lease or revision; a family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to lease the unit at a higher rental). If the owner terminates the tenancy for a business or economic reason the owner must provide the tenant with written notice.
2. Eviction by Court Action: The Owner may evict the Family from the Contract unit only by instituting a court action. The Owner must notify the PHA, in writing, of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Family under State law.
3. Written Notice: Owners must provide written notice before termination of a tenant-based housing assistance payment (HAP) contract. Copies of these notices must be provide to the PHA.
4. Termination During First Year: During the first year of the lease term, the owner may not terminate the tenancy for "other good cause", unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the

owner may not terminate the tenancy for "other good cause", based on any of the following grounds: failure by the family to accept the offer of a new lease or revision; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of tenancy (See 1 D above).

SECTION XXVIII. TERMINATION OF HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT

1. Termination of HAP Contract when the unit is too large or small: If the PHA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If the family is residing in a dwelling unit with a larger number of bedrooms than appropriate for the family unit size under the PHA subsidy standard and the gross rent for the unit (sum of the contract rent plus any utility allowance for the unit size leased) exceeds the FMR or exception rent, the PHA must notify the family that exceptions to the subsidy standard may be granted, and the circumstances in which the PHA may grant an exception. If an acceptable unit is available for rental by the family within the FMR/exception rent limit, the PHA must terminate the HAP contract in accordance with its terms.
2. Breach of Contract: Termination of HAP contract for owner breach of contract. Breaches of the contract of outlined in the contract.
3. Automatic Terminate of HAP Contract: The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

SECTION XXIX. PROGRAM MANAGEMENT PLAN – KHA Organization Plan

1. Executive Director: Responsible for all aspects of the Section 8 Programs.
2. Section 8 Coordinator: The Section 8 Coordinator is responsible for the day to day operations of the Section 8 Programs. Some of the major duties are: takes applications, signs certificates, handles public relations with concerned agencies and landlords, performs inspections (including the 5 percent supervisory inspections), performs certifications and re-certifications, and prepares various Section 8 reports.
3. Comptroller: Issues all Section 8 checks and prepares all Section 8 Financial Reports.
4. Applications Clerk: The Applications Clerk serves as the backup for the Section 8 Coordinator and performs a portion of the duties of the Section 8 Coordinator as needed.
5. Inspector: Various PHA staff perform Section 8 Inspections for the Section 8 program and under the direction and training of the Section 8 Coordinator.

SECTION XXX. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REVIEW OF CONTRACT COMPLIANCE

HUD will review program operations at such intervals as it deems necessary to insure that the owner and the PHA are in full compliance with the terms and conditions of the contract and the ACC. Equal opportunity review may be conducted with the scheduled HUD review or at any time deemed appropriate by HUD.

SECTION XXXI. FAMILY SELF-SUFFICIENCY PROGRAMS:

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and assistance under the Section 8 rental certificate program with public and private resources, to enable families eligible to receive assistance under these programs, and to achieve economic independence and self sufficiency. This PHA has developed an action plan and policy and procedures to implement the requirements of this program. A copy of this plan, policy and procedure is attached to this document and is incorporated by reference as if fully set out herein. The FSS plan includes the following and meets the requirements of Interim HUD Notice 93-24, issued May 27, 1993:

1. Eligible FSS Participants: Description of how current Section 8 participants (Families currently receiving Section 8 certificate assistance are the only families eligible to participate in the FSS program) will be selected to participate in the FSS program; (Reference Action Plan and Policy and Procedures to Implement the FSS Program for specific guidelines on selecting participants for the FSS program). The basis selection criteria is listed below:
 - A. Fifty (50) percent of the PHA's slots will be allocated to Section 8 certificate participants with one or more family members currently enrolled in, or on the waiting list for, one or more FSS related service programs such as Job Opportunities and Basic Skills Training (JOBS) and/or Job Training Partnership Act (JTPA).
 - B. The remaining fifty (50) percent of the PHA's slots will be filled based on the date and time a family expresses interest in the FSS program. The PHA will notify each Section 8 participant of the availability of the FSS program, in writing, and inform the families that eligibility for participation will be based on the date and time the PHA is contacted by the family and an interest is expressed in the program.
The PHA will keep records for a period of not less than three years, which documents how family's were selected for participation in the FSS program.
2. Termination of FSS: If the FSS participant under reports income and assets, the Section 8 assistance can be terminated and/or the family can be terminated for the FSS program. In either case the PHA will not credit the family's escrow account with any portion of the back rent.
 - A. Description of how Section 8 assistance is terminated and/or how FSS supportive services are withheld for violations of FSS obligations. Section 8 assistance is terminated in accordance with Section XI of this document. If a Family fails to met its FSS obligations as outlined in the FSS contract of participation the family can be terminated from the FSS program. The family may lose Section 8 assistance if they are terminated from the FSS program. The PHA is never

required to terminate Section 8 assistance as a consequence of termination of the FSS contract.

B. If a family was selected to participate in the FSS program and was terminated because they did not meet its FSS obligations the family may be denied the opportunity to participate in the FSS program the second time based on the fact that they violated FSS obligation the first time the family participated in the FSS program. A family may also be denied the opportunity to participate in the FSS program if they owe a funds to a PHA.

C. If a FSS participant moves from another PHA's jurisdiction with continued Section 8 assistance this PHA is not obligated to enroll the FSS family in its FSS program. The family must qualify under the PHA's guidelines for selection and participation in FSS program.

3. Reduction of Required FSS Program. PHA's may reduce their FSS obligation by one family for each FSS graduate fulfilling the family's contract of participation obligations on or after 10/21/1998. Also, minimum FSS program size will not increase when a PHA receives incremental Section 8 funding and public housing units on or after 10/21/1998.

SECTION XXXII. DECONCENTRATION RULE

The objective of the deconcentration rule for section 8 tenant-based assistance is to admit no less than 75% of its new admissions to the program to families that have income at or below 30% of the area median income. Other admissions generally must be at or below 80% of the area median income. If two or more PHAs have identical jurisdiction, those PHAs must jointly meet the targeting goals.

The PHA will track the status of all new admissions monthly. The goal will be tracked monthly and if the PHA is not reaching its goal, families will be skipped on the waiting list to admit a family that has income that is at or below 30% of area median income. The practice will continue until the PHA achieves its goal. The PHA's applicant selection process, contained in this plan, provides for the skipping of families on the waiting list to accomplish this goal.

SECTION XXXIII. CLOSING OF FILES AND/ PURGING INACTIVE FILES

This PHA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of each assisted lease and for three years thereafter the PHA will keep the lease, HAP Contract and the application from the family. In addition, the PHA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and participants.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.

- Unit inspection reports.
- Accounts and other records supporting the PHA and financial statements.
- Other records which may be specified by HUD.

The PHA shall retain all data for current participants for audit purposes. No information shall be removed which may effect an accurate audit.

SECTION XXXIV. TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

The majority of the changes to merge the certificate and voucher programs were accomplished by issuing the conforming rules published in 1994, 1995, and 1998. Once all the PHAs certificates have been changed over to the new voucher program, this section will be obsolete and can be deleted. The merger date is October 1, 1999.

The treatment of program differences in the transition of pre-merger certificates and pre-merger vouchers is addressed below.

1. Requirement to only enter HAP contracts under the Housing Choice Voucher Program, and treatment of outstanding pre-merger certificates:

On or after the merger date, the PHA may only enter HAP contracts under the new Housing Choice Voucher Program. If an applicant family or a participant wishing to move has been issued a pre-merger certificate, the PHA may opt to:

- A. Let the family continue to search for housing during the term of the pre-merger certificate; or
- B. Issue the family a voucher under the Housing Choice Voucher Program for a new term

Note:

An applicant who received a pre-merger certificate must be assisted under the Housing Choice Voucher Program if the HAP contract has not been executed on their behalf prior to the merger date.

2. Treatment of pre-merger voucher assistance under the Housing Choice Voucher Program:

On the merger date, participants in the pre-merger voucher program automatically become participants in the Housing Choice Voucher Program. Existing voucher contract provides that the housing assistance must be calculated in accordance with HUD requirements. However, the HAP contracts do not specify the amount of or method of computing the housing assistance payments. The method of calculating subsidy under the Housing Choice Voucher Program is applied commencing at the effective date of the second regular reexamination of family income and composition on or after the merger date. Thus, a family receiving a shopping incentive under the pre-merger voucher program will continue to receive any shopping incentive for the pre-merger unit until the family's second regular reexamination on or after the merger date. However, execution of a Housing Choice Voucher Program HAP contract may be deferred until the next time a

HAP contract would otherwise be executed in accordance with program requirements.

Conversion of pre-merger over-FMR certificates to vouchers under the Housing Choice Voucher Program:

On the merger date, over-FMR tenancy participants in the pre-merger certificate program automatically become participants in the Housing Choice Voucher Program. Existing HAP contracts for an over-FMR tenancy provide that the housing assistance payment must be calculated in accordance with HUD requirements. However, the HAP contracts do not specify the amount of or method of computing the housing assistance payments. Therefore, the new method of calculating subsidy under the Housing Choice Voucher Program is applied commencing at the effective date of the second regular reexamination of family income and composition on or after the merger date. Conversion of an over-FMR certificate unit to the Housing Choice Voucher Program is not dependent upon the execution of a Housing Choice Voucher Program HAP contract. The execution of a Housing Choice Voucher Program HAP contract may be deferred until the next time a HAP contract would otherwise be executed in accordance with program requirements.

4. Conversion of pre-merger regular tenancy certificate assistance to voucher assistance under the Housing Choice Voucher Program:

A regular tenancy certificate participant will automatically become a participant in the Housing Choice Voucher Program when the PHA executes a new HAP contract on their behalf on or after the merger date – whether for the same unit or for a new unit. The PHA must terminate assistance under any outstanding regular certificate HAP contract (entered before the merger date) at the effective date of the second regular reexamination of family income and composition on or after the merger date. However, until conversion there is no change in pre-merger certificate program requirements for calculation of housing assistance payments, including annual and special adjustments to contract rent.

KEANSBURG HOUSING AUTHORITY

ADMISSIONS AND OCCUPANCY POLICY

Adopted

Note:

This plan also serves as our "Tenant Selection and Assignment Plan (TSAP)" because it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing.

It also includes the regulatory "One-Strike" provisions for admission to Public Housing and applicable sections of Title V of H.R. 4194, the Quality Housing and Work Responsibility Act.

INDEX

SECTION I.	INTRODUCTION:.....	1
SECTION II.	FAIR HOUSING POLICY.....	2
SECTION III.	PRIVACY RIGHTS.....	3
SECTION IV.	DEFINITION OF TERMS.....	3
SECTION V.	APPLYING FOR ADMISSION.....	17
SECTION VI.	MISSED APPOINTMENTS	18
SECTION VII.	MISREPRESENTATION BY THE APPLICANT OR TENANT.....	19
SECTION VIII.	ADMISSION ELIGIBILITY AND CRITERIA:	19
SECTION IX.	VERIFICATION AND DOCUMENTATION.....	20
SECTION X.	GROUND FOR DENIAL OF ADMISSION.....	24
SECTION XI.	TENANT SELECTION AND ASSIGNMENT PLAN.....	27
SECTION XII.	GROUND FOR DENIAL AND OPPORTUNITY FOR HEARING.....	28
SECTION XIII.	INCOME VERIFICATION AND DOCUMENTATION	29
SECTION XIV.	ORIENTATION OF FAMILIES.....	29
SECTION XV.	HOUSE RULES	31
SECTION XVI.	ANNUAL INSPECTIONS OF PUBLIC HOUSING UNITS.....	35
SECTION XVII.	INSPECTION AND ENTRY OF UNIT PROCEDURES	35
SECTION XVIII.	TYPES OF INSPECTIONS:.....	36
SECTION XIX.	DETERMINATION OF RENT, RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES.....	37
SECTION XX.	TRANSFER.....	42
SECTION XXI.	LEASE TERMINATION AND EVICTIONS.....	44
SECTION XXII.	RENT COLLECTION PROCEDURE	44
SECTION XXIII.	COMPLAINTS AND GRIEVANCE PROCEDURES.....	45

SECTION XXIV.	SECURITY DEPOSITS.....	45
SECTION XXV.	OCCUPANCY GUIDELINES.....	45
SECTION XXVI.	COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION.....	46
SECTION XXVII.	PET RULE.....	47
SECTION XXVIII.	DECONCENTRATION RULE.....	47
SECTION XXIX.	CLOSING OF FILES AND/ PURGING INACTIVE FILES.....	48
SECTION XXX.	PROGRAM MANAGEMENT PLAN - Organization Plan.....	48
SECTION XXXI.	ADDITIONAL HA POLICIES & CHARGES.....	48

SECTION I.

INTRODUCTION:

October 1999

1. **Mission Statement:** - The Keansburg Housing Authority will make every effort to provide a safe, drug and crime free, clean, healthy living environment and special needs or handicapped accessible affordable housing and to create opportunities for residents self-sufficiency and economic independence. In order to achieve this mission, we will:
 - ☛ Recognize residents as our ultimate customer;
 - ☛ Improve Public Housing Authority (HA) management and service delivery efforts through effective and efficient management of HA staff;
 - ☛ Seek problem-solving partnerships with residents, community, and government leadership;
 - ☛ Apply HA resources, to the effective and efficient management and operation of public housing programs, taking into account changes in Federal funding.

2. **Purpose of Policy:** - The purpose of this policy (Admissions and Continued Occupancy Policy) is to establish guidelines for the Keansburg Housing Authority (KHA) staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this policy are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and this HA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR) Parts 900

3. **Primary Responsibilities of the HA:**
 - A. Informing eligible senior citizens of the availability of public housing assistance;
 - B. Determining and posting annually the utility allowances;
 - C. Receiving applications from elderly/handicapped families and determining their eligibility for assistance;
 - D. Inspecting Public Housing units to determine that they meet or exceed Housing Quality Standards;
 - E. Approving leases;

- F. Collecting rent on a monthly basis from residents;
- G. Annual re-examinations of income, family composition and redetermination of rent;
- H. Authorizing and processing evictions; and,
- I. Ongoing maintenance and modernization of the public housing inventory.

4. Objectives: - The objectives of this policy are to:

- A. Promote the overall goal of drug free, decent, safe and sanitary housing by:
 - (1) Insuring that Elderly families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aid.
 - (2) Insuring the fiscal stability of the HA.
 - (3) Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to HA employees.
- B. Facilitate the efficient management of the HA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the HA inventory and staff.
- C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

5. Outreach - As much information as possible about Public Housing may be disseminated through local media (newspaper). For those who call the HA Office, the staff may be available to convey essential information.

- The HA may hold meetings with local social community agencies.
- The HA may sponsor "Open House" programs within the public housing community to attract potential tenants to view a public housing unit.
- The HA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The HA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age,

or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan pursuant to Section 24 CFR, Part 91 (Comprehensive Housing Affordability Strategy (CHAS), the HA planned programs will be incorporated in the CHAS.

SECTION II. FAIR HOUSING POLICY

It is the policy of the HA to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the HA shall not on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap, deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide access to information to public housing residents regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/tenants file.

SECTION III. PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement that states under what conditions HUD will release tenant information.

Requests for information by other parties must be accompanied by a signed release request in order for the HA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.
(Reference HUD Form 9886)

SECTION IV. DEFINITION OF TERMS

Definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference as if fully set out herein. Copies of this regulation are available in the HA Office.

1. ADJUSTED FAMILY INCOME - Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:
 - A. A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is (1) seventeen (17) years of age or younger or (2) who is eighteen (18) years of age or older and a verified full-time student and/or is disabled or handicapped according to this Section.

- B. A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) under thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).
- C. A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.
- D. A deduction for any elderly family:
- (1) That has no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3%) percent of Total Annual Family Income.
 - (2) That has Handicapped Assistance Expenses greater than or equal to three (3%) percent of Total Annual Family Income, an Allowance for Handicapped Assistance computed in accordance with paragraph E of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses.
 - (3) That has Handicapped Assistance Expenses that are less than three (3%) percent of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3%) percent of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.
- E. A deduction for any family that is not an elderly family but has a handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expense in excess of three (3%) percent of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the Handicapped or Disabled person.
- F. 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, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the HA, by conducting surveys of local child care providers. The results are posted in the HA office(s).

Note:

If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident rent will be established at the HA established minimum rent.

2. ADULT - An adult is a person who has reached his/her 19th birthday or 18 years of age and married (not common law), or who has been relieved of the disability of non-age by the juvenile court. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.
3. BREAK-INS - Break-ins mean bona fide attempts at burglary which are reported to the police department and are subject to verification by written police reports furnished by the Tenant(s).
4. CEILING/FLAT RENT - The method of establishing the reasonable market rental value of units, calculated in accordance with HUD regulations.
5. CHILD - A member of the family, other than the family head or spouse, who is under 18 years of age.
6. CHILD CARE EXPENSES - Child Care Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (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/her education and only to the extent such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The HA will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing child care.
7. CHILD CUSTODY - An applicant/occupant family who does not have full custody of a child/children may only claim a child as a dependent by the following:
 - A. The applicant/occupant must have primary custody of the child.
 - B. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. The same child cannot be claimed by more than one applicant (i.e., counted more than once in order to make two (2) singles eligible).
8. CITIZEN - A citizen or national of the United States.

9. 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. An unborn child shall not be considered a dependent.
10. DISABLED PERSON - (See Handicapped Person)
11. DISPLACED FAMILY - A person, or family, 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.
12. ELDERLY FAMILY - A family whose head or spouse or whose sole member is at least sixty-two (62) years of age, or disabled, or handicapped and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.
13. ELDERLY PERSON - A person who is at least sixty-two (62) years of age.
14. EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS - The documents that must be submitted to evidence citizenship or eligible immigration status.
15. EXCESSIVE UTILITY CHARGE - A charge to the tenant for using certain types of appliances such as, air conditioners, fans, washers, etc. A listing of these charges is found in the Keansburg Housing Authority at 25 Hancock Street, Keansburg, NJ.
16. FAMILIAL STATUS - A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy in a 2 bedroom unit.
17. FAMILY - The term "family" as used in this policy means:
 - A. Two or more persons related by blood, marriage, or by operation of law. 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); who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult of at least 19 years of age or 18 years of age and married (not common law) to enter into a contract and capable of functioning as the head of the household. If an individual is 18 and qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.

- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;

Note:

Housing assistance limitation for single persons. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be provided (for public housing and other project-based assistance) a housing unit with two or more bedrooms.

- 18. FOSTER CHILDREN - With the prior written consent of the Landlord, a foster child may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:
 - A. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
 - B. The Landlord's obligation to make reasonable accommodation for handicapped persons.
- 19. FULL-TIME STUDENT - A member of a family (other than the head of household or spouse) who is carrying a subject load which 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 diploma or certificate program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.
- 20. HANDICAPPED ASSISTANCE EXPENSE - Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
- 21. HANDICAPPED PERSON AND/OR DISABLED PERSON - A person having a physical or mental impairment which:
 - A. Is expected to be of long-continued and indefinite duration,
 - B. Substantially impedes his/her ability to live independently, and

- C. Is of such a nature that such disability could be improved by more suitable housing conditions.

NOTE:

All three conditions must be met to qualify as handicapped.

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)), or is handicapped as defined below:

- D. Section 223 of the Social Security Act defines disability as:

- (1) "Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or
- (2) in the case of any individual who has attained the age of fifty-five (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 abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- E. Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

"A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

- F. No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

22. HAZARDOUS DUTY PAY - Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

23. HEAD OF HOUSEHOLD - The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

24. HOMELESS FAMILY - Any individual or family who:
- A. Lacks a fixed, regular, and adequate nighttime residence;
 - B. Has a primary nighttime residence that is:
 - (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);
 - (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
 - C. A homeless family does not include:
 - (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
 - (2) Any individual who is a Single Room Occupant that is not considered substandard housing.
25. INCOME EXCLUSIONS - Annual Income does not include such temporary, non-recurring or sporadic income as the following:
- A. Casual, sporadic, temporary, nonrecurring income, including gifts.
 - B. Amounts that are specifically received from, or are a reimbursement of, the cost of illness or medical care.
 - C. Lump-sum additions to family assets, such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and workmen's compensation, capital gains, and settlements for personal or property losses.
 - D. The full amount of student financial assistance paid directly to the student or to the educational institution.
 - E. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4636).
 - F. The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1973 [7 USC 2017(b)].

- G. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973 [42 USC 5044(g), 5058].
- H. Income of a live-in aide (as defined in this policy).
- I. Payments received from the Job Training Partnership Act [29 USC 1552(b)].
- J. Hazardous Duty Pay for a family member in the Armed Forces away from home and exposed to hostile fire.
- K. Income from employment of children (including foster children) under the age of eighteen (18).
- L. Payment received for the care of foster children.
- M. Payments received under the Alaska Native Claims Settlement Act [43 U.S.C. 1626(a)], or reparation payments made by foreign governments in connection with the Holocaust.
- N. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [25 U.S.C. 459(e)].
- O. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program [42 U.S.C. 8624(f)].
- P. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub.Law 94-540, 90 Stat. 2503-2504).
- Q. The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of Interior [25 U.S.C. 117(b), 1407].
- R. Payments from Programs under Title V of The Older Americans Act of 1965 [42 U.S.C. 3056(f)].
- S. Amounts received under training programs funded by HUD.
- T. Amounts received by a disabled person 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).
- U. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.

- V. For taxable years after December 31, 1990, the earned income tax credit refund. Effective Date: July 25, 1994.
- W. The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:

Comparable Federal, State or Local Law means a program providing employment training and supportive services that:

- (1) Are authorized by a federal, state or local law;
- (2) Are funded by federal, state or local government;
- (3) Are operated or administered by a public agency;
- (4) Has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program described in this section, plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

This provision does not apply to residents participating in the Family Self-Sufficiency Program who are utilizing the escrow account. Also, residents are required to pay the appropriate minimum rent.

- X. A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time.
- Y. Compensation from State or local employment training programs 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 a limited period as determined in advance by the HA.

- Z. For all initial determinations and reexaminations of income carried out on or after April 23, 1993, 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.
 - AA. Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
 - BB. Adoption assistance payments in excess of \$480 per adopted child.
 - CC. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment received on or after October 28, 1992.
 - DD. 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.
 - EE. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
26. INFANT - A child under the age of two years.
 27. INTERIM REDETERMINATION OF RENT - Changes of rent between admissions and reexaminations and the next succeeding reexamination.
 28. INS - The U. S. Immigration and Naturalization Service.
 29. LIVE-IN AIDE - A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:
 - A. Is determined by the HA to be essential to the care and well-being of the person(s)
 - B. Is not obligated for support of the person(s)
 - C. Would not be living in the unit except to provide supportive services. The income of a Live-in Aide that meets these requirements is not included as income to the tenant family. A Live-in Aide must be approved, in advance, by the HA and meet eligibility requirements for public housing occupancy.
 30. LOWER INCOME FAMILY - A family whose Annual Income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD.
 31. MEDICAL EXPENSE - Those necessary 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. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly families only.

32. MILITARY SERVICE - Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.
33. MINIMUM RENT: Families assisted under the Public Housing program pay a monthly "minimum rent" of not more than \$25.00 per month. The HA has the discretion to establish the "minimum rent" from \$0 up to \$25.00. The minimum rent established by this HA is \$25.
34. MINOR - A "minor" is a person under nineteen years of age. Provided, that a married person 18 years of age or older shall be considered to be of the age of majority. (An unborn child may not be counted as a minor.)
35. MIXED FAMILY - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
36. MONTHLY ADJUSTED INCOME - One-twelfth of Adjusted Annual Income.
37. MONTHLY INCOME - One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.
38. 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.
39. NEAR ELDERLY - A family whose head or spouse or "sole member" is at least fifty years of age, but below the age of sixty-two.
40. NET FAMILY ASSETS - Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this HA 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 (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant receives important consideration not measurable in dollar terms.

41. NONCITIZEN - A person who is neither a citizen nor national of the United States.
42. PUBLIC HOUSING AGENCY (HA) - Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.
43. RECERTIFICATION - Recertification is sometimes called reexamination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.
44. RE-EXAMINATION DATE - The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent. The re-examination date(s) is the anniversary of the move-in date.
45. REMAINING MEMBER OF THE RESIDENT FAMILY - The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit.

Any person who claims him or herself as a remaining member shall, in the event that the HA declares him or her ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that he or she is not considered to be a remaining member of the household. This grievance process must be requested in writing within ten days from the date of the departure of the head of household by the person requesting remaining member status. In the interim time between the time of the request for the grievance process and the decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with the HA under the same provisions as those relating to tenants requesting a grievance hearing relating to rent under the grievance process. The HA does not recognize the person as a tenant by giving him or her the opportunity for a grievance hearing. A remaining member shall not be considered to be a tenant until such time as a new lease is executed by the HA and the person granted tenant status after the verification status.

46. SINGLE PERSON - A person who lives alone, or intends to live alone, and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.
47. SPOUSE - A spouse is the legal husband or wife of the head of the household.

48. TEMPORARILY ABSENT FAMILY MEMBERS - Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.
49. TENANT RENT - The amount payable monthly by the Family as rent to the HA. Where all utilities (gas, water and electricity) are supplied by the HA, Tenant Rent equals Total Tenant Payment or minimum rent. Where some or all utilities (gas, water and electricity) are not supplied by the HA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment or minimum rent less the utility allowance. Telephone and cable television service is not a utility.

Note:

The monthly rent that is payable by the tenant must be paid in full, no partial payments will be accepted.

50. TOTAL ANNUAL FAMILY INCOME - Total Annual Family Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy.

Total Annual Family Income includes, but is not limited to, the following:

- A. The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses);
- B. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be 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 other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is 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. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is permitted only as authorized in Paragraph B of this section. Any withdrawal of cash or assets from an investment will be 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 \$5,000.00,

Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

- D. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment; *(Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS))*
- E. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay, but see Paragraph 25-C in this section.
- F. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - (1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
 - (2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the families' welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts, including amounts received from any persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjusted in accordance with Section III D of the dwelling lease.
- H. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit (but see "hazardous duty pay")
- I. Payments to the head of the household for support of a minor or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his support;

- J. Veterans Administration compensation (Service Connected Disability or Death Benefits); and

Note:

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

Tenants that receive lump-sum payments that are included as income and fall in the categories listed above, (*Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS)*), must report the income to the Housing Manager as soon as possible but no later than ten (10) calendar days after receipt of the funds and the applicable portion of the payment that is due as back rent is due fourteen (14) days after the HA notifies the family of the amount due.

Unreported Income: If a tenant fails to report income the tenancy will be terminated under the terms of the HA's lease. If the act is determined by the HA to be intentional, the tenant will be obligated to pay the applicable portion of the rent for any and all unreported income. If the unreported income was an unintentional by the tenant the tenant will be billed for the amount due the HA and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the tenant may request the HA to approve a repayment schedule. Any repayment agreement must be in writing and signed by the Tenant and a HA representative.

51. TOTAL TENANT PAYMENT (TTP): The TTP for families participating in the Public Housing program must be at least \$50 which is the minimum rent established by the HA.

A. For the Public Housing Program, the TTP must be the greater of:

- (1) 30 percent of family monthly adjusted income;
- (2) 10 percent of family monthly income;
- (3) ~~\$25~~, which is the minimum rent set by the HA, or

B. The ceiling/flat rent. The resident may elect the ceiling/flat rent in lieu of the rent calculated in paragraph "A," above.

It is possible for Public Housing tenants to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a Public Housing family's TTP is the minimum rent of \$25 and the HA's utility allowance for the size and type unit the family has selected is \$60, the family would receive a utility reimbursement of \$35 (\$60 less \$25) for tenant purchased utilities.

52. UTILITIES - Utilities may include water, electricity, gas, garbage, and sewage services.

53. UTILITY ALLOWANCE - If the cost of utilities (except telephone) and other housing services for an assisted unit is included in the Tenant rent, then it is not the responsibility of the family occupying the unit. See Excessive Utility Charges.
54. VERY LOW-INCOME FAMILY - A lower Income Family means a family whose annual income does not exceed fifty (50%) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent 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.
55. WAGE EARNER - A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.
56. WELFARE ASSISTANCE - Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

SECTION V. APPLYING FOR ADMISSION

1. How to Apply: - Families wishing to apply for Public Housing shall complete an application for public housing assistance.

Applications can be picked up at 25 Hancock Street, Keansburg, NJ 07734 or by calling 732-787-6161.

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

Completed applications will be accepted for all applicants and the information will be verified by the HA.

Applications may be made in person at the HA during specified dates and business hours posted at the HA's Office.

The application must be dated, time-stamped, and referred to the HA's office where tenant selection and assignment is processed.

Individuals who have a physical impairment which would prevent them from completing an application in person may call the HA to make special arrangements to complete their

application. If the applicant is visually impaired, all notices must be in a format understandable by applicant.

2. Closing of Application Taking:

If the HA is taking applications, the HA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to occupy a public housing unit within the next 12 month period. Application taking may be suspended by bedroom size, if applicable. The HA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the fact that applications for public housing units are being suspended.

3. Opening of Application Taking: When the HA decides to start taking applications, the waiting list may be opened by bedroom size.

The HA will utilize the following procedures:

The HA will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means the availability and nature of housing assistance for eligible families.

The Notice must contain the following:

- A. The HA will publish the date applications will be accepted and the location where applications can be completed.

If the HA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.

- B. Advise families that applications will be taken at the designated office;
- C. Briefly describe the Public Housing program; and
- D. State that applicants for Public Housing must specifically apply for the Public Housing Units and that applicants for Public Housing may also apply to the Keansburg Housing Authority's Section 8 Program, if applicable and waiting list is open, and they will not lose their place on the Public Housing waiting list if they also apply for Section 8 assistance.
- E. To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

4. Application Period (Dates): - The application taking closing date may be determined administratively at the same time that the HA determines to open enrollment. The open

enrollment period shall be long enough to allow enough applicants as required by the projected turnover and the number of public housing vacancies.

SECTION VI. MISSED APPOINTMENTS

An applicant or tenant who fails to keep an appointment without notifying the HA and without re-scheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the HA or HUD determines to be necessary (or failure to allow the HA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Complete Application
- Bringing in Verification Information
- Briefing prior to Occupancy
- Leasing Signature
- Inspections
- Recertification
- Interim Adjustment
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions
- Move-In appointments

Process When Appointment(s) Are Missed: - For most of the functions above, the family may be given two appointments.

If the family does not appear or call to reschedule the appointment(s) required, the HA may begin termination procedures. The applicant or tenant will be given an opportunity for an informal meeting or hearing, as appropriate pursuant to the grievance process.

If the representative of the HA and/or Hearing Officer or Hearing Panel makes a determination in favor of the applicant/tenant, the HA will comply with decision unless the provisions of Section VI of the Grievance Procedure is applicable to the hearing officer's decision.

Letters Mailed to Applicants by the HA: - If an applicant claims they did not receive a letter mailed by the HA, that requested the applicant to provide information or to attend an interview, the HA will determine whether the letter was returned to the HA. If the letter was not returned to the HA, the applicant will be assumed to have received the letter.

If the letter was returned to the HA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HA, in writing, if their address changes during the application process.

SECTION VII. MISREPRESENTATION BY THE APPLICANT OR TENANT

If an applicant or tenant is found to have made willful misrepresentations at any time which resulted in the applicant or tenant being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/tenant. If such misrepresentation resulted in tenant paying a lower rent than was appropriate, tenant shall be required to pay the difference between the actual payments and the amount that should have been paid. In justifiable instances, the HA may take such other actions as it deems appropriate, including referring the tenant to the proper authorities for possible criminal prosecution.

SECTION VIII. ADMISSION ELIGIBILITY AND CRITERIA:

1. All families who are admitted to the Public Housing Program in the HA must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant family must meet all of the following requirements:
 - A. The applicant family must qualify as an elderly or disabled/handicapped family as defined in the Definitions Section.
 - B. The applicant family's Total Annual Family Income as defined in the Definitions Section, must not exceed income limits established by HUD for Public Housing.
 - C. Head of Household must be 62 years of age or older or a person that has been relieved of the disability of non-age by court action (sometimes referred to as Majority papers).
 - D. KHA has no nursing home facilities, and therefore all applicants (in order to be eligible for admission) must demonstrate either that they are capable of independent living or that a member of their household is capable of caring for them. If subsequent to admission, a resident becomes incapable of independent living and has no family member capable of caring for them, KHA will have the right to terminate his/her lease.
2. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. As a minimum, such reports shall indicate the date, the source of the information, including the name and title of the individual contacted, and a resume of the information received.

Applicants are not automatically determined eligible to receive federal assistance. An applicant will not be placed on a waiting list if the applicant's annual family income exceeds the Low and Very Low Income Limits established by HUD and published in the Federal Register. The applicant will be declared ineligible.

3. If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten (10) days from the date stated on the ineligible letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting may be submitted in writing and/or the request may be verbal. However, the request must be received by the HA within the time frame established by the HA for the meeting.
4. Declaration of Citizenship: The HA may not provide assistance to nor make financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible noncitizen in HUD's assisted housing programs.
5. Once an applicant becomes a tenant in the HA's public housing program, the head of household must request permission to add another person to the dwelling lease. The person being added must meet all eligibility requirements before the HA will approve any addition to the dwelling lease.

SECTION IX. VERIFICATION AND DOCUMENTATION

Families are required to provide Social Security Numbers (SSN) for all family members, prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:

1. Submit SSN documentation; or
2. Sign a certification if they have not been assigned a SSN. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change.

Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

The HA will accept copies of the Social Security card only when it is necessary for the HA to verify by mail the continuing eligibility of participants.

If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the HA to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided;

These documents include:

- Drivers license.
- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099 or W-2 Form
- Benefit award letters from government agencies
- Medicaid Cards
- Unemployment benefit letter
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of Social Security benefits with the Social Security Administration

If the HA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

3. Employer Identification Number (EIN).
4. Applicants may not become residents until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances requires an extension. The decision will be made by a HA representative and documented, in writing, and placed in the applicant's file.

Additional documentation that may be required in determining eligibility:

- Birth Certificate, or Drivers License that displays the date of Birth and/or form(s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
- Most recent Income Tax
- Child Care Verification
- Credit References (History) (at least 3)
- Credit Bureau Reports
- Employer's Verification
- Landlord Verification
- Social Security Benefits
- Assets Verification
- Bank Accounts: Checking Accounts - \$500 + Balance Saving Accounts - \$100 + Balance

5. Marriage Certificate: If a marriage certificate is not available the following information is acceptable:

Drivers License that displays the same address and last names

- Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
- Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
- The couple also certifies in their application for housing that they are married.

6. Personal References: Personal references (not family) may be used when an applicant cannot produce prior rental history records.

7. Supplemental Social Security Income (SSI) Benefits

8. Unemployment Compensation

9. VA Benefits

10. Any other reasonable information needed to determine eligibility may be requested by the HA, which may include police reports.

11. Separation means the ending of co-habitation by mutual agreement. - *If an applicant is divorced* or separated and has children by that spouse, applicant must provide at least one of the verifications listed below:*

- A. A FINAL divorce decree. *(Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced)
- B. Receiving court-ordered child support from former spouse.
- C. Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerks Office.
- D. If applicant is receiving personal child support, then applicant can make arrangements to have the child support paid through the court system, either through the circuit clerks office, Department of Human Resources, or through a court referee.

- E. Receiving TANF (Temporary Assistance to Needy Families) through the Department of Human Resources for former spouse's children.
- F. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
- G. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
- H. (1) Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse. agencies, social services agencies.
 (2) A written statement from an abuse shelter, law enforcement agency, social service agencies that applicant needs housing due to physical abuse.

Note:

Pertaining to 11 H(1) & (2): Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation.

Also, the person involved with physical abuse will be banned from all HA property as long as the applicant lives in assisted housing within the HA property.

- I. Food stamp verification - If no other documentation is available.
12. If applicant is divorced* or separated from a person and has no children by that person, applicant must provide at least one of the verifications listed below:
- A. A final divorce decree. *(Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced)
 - B. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more.
 - C. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
 - D. (1) Written statement from Lawyer that applicant has filed suit for divorce because of physical abuse.
 (2) A written statement from an abuse shelter, law enforcement agencies, social services agencies that applicant needs housing due to physical abuse.

Note:

Pertaining to 12 D(1) & (2): Applicant will also be required to sign a statement to the effect that the separated person will not be permitted in the resident's apartment or on the resident's property because of the physical abuse situation.

Also, the person involved with physical abuse will be banned from all HA property as long as the applicant lives in assisted housing within the HA property.

- E. Food Stamp Verification - If no other documentation is available.
13. Computer Matching Requirements - HUD uses a computer matching initiative with various Federal agencies, including Social Security and Internal Revenue Service records, for verification of resident income. When HUD notifies a resident of information regarding family income, earnings wages or unemployment compensation, the family must disclose the information to the PHA. Once the family discloses the information, the PHA must review the information for accuracy and take appropriate action. Appropriate action may include reviewing the information with the resident and changing the resident's rent as needed. If the PHA verifies a case of documented fraud, it will take action to recover excess housing assistance received due to unreported income, or evict resident or terminate assistance and take other appropriate administrative or legal action.

SECTION X. GROUNDS FOR DENIAL OF ADMISSION

- 1. The HA is not required nor obligated to assist families who:
 - A. Owes rent, other amounts, or judgments to any HA or any other federally subsidized housing program, the applicant will be declared ineligible. At the HA's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.

Note:

Applicants that owe a HA or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed. After the application is processed the applicant must meet all other conditions for occupancy. Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors. Any money owed to a HA which has been discharged by bankruptcy shall not be considered in making this determination.

- B. Have previously been evicted from public housing.
- C. Committed acts which would constitute fraud in connection with any federally assisted housing program.
- D. Did not provide information required within the time frame specified during the application process.

- E. Convicted of drug-related criminal activity or violent criminal activity. The PHA shall prohibit admission to any household that includes any individual who is subject to a lifetime registration requirement under the state sex offender registration program.
- F. Has a history of not meeting financial obligations, especially rent.
- G. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect the health, safety or welfare of the other tenants.
- H. Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity which may adversely affect the health, safety or welfare of other tenants.
- I. During the interview process the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our residents.
- J. The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.
- K. The applicant and all adults must sign a release allowing the HA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the HA uses the information to deny or terminate assistance the HA must provide a copy of the information used in accordance with Criminal Records Management Policy.
- L. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of his lease, the applicant may be declared ineligible.
- M. If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:
 - (1) The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - (2) has successfully completed a supervised drug or alcohol rehabilitation program;
 - (3) has otherwise been rehabilitated successfully; or
 - (4) is participating in a supervised drug or alcohol rehabilitation program.

Note:

The above list is not intended to be all inclusive. Applicants may be denied admission if the HA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.

2. If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request an informal meeting (verbal and/or in writing) with the HA. A HA representative will hear the appeal and issue a decision within ten (10) calendar days of the meeting.
3. As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:
 - A. Denied admission for one (1) year for the following:
 - Past rental record
 - Bad rent paying habits
 - Bad housekeeping habits, in and outside the unit
 - Damages
 - Disturbances
 - Live-ins
 - Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.
 - B. Denied admission for three (3) years for the following:
 - Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.
 - The HA can waive this requirement if: the person demonstrates to the HA's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.
 - C. Denied admission for five (5) years for the following:
 - Fraud (giving false information on the application is considered fraud).
 - An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.
 - Drug use without evidence of rehabilitation.

- D. Denied admission for ten (10) years for the following:
- Conviction for Drug Trafficking.
- E. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under the state sex offender registration program.
- F. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of the public housing project. Premises is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

Note:

As noted above these time frames are only guidelines and the HA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other tenants or may admit persons who exhibit evidence of rehabilitation.

SECTION XI. TENANT SELECTION AND ASSIGNMENT PLAN

1. Equal Opportunity: - The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. This HA shall not deny to any family the opportunity of applying for admission nor shall it deny to any eligible applicant the opportunity of leasing or renting a dwelling suitable to its need in any low-rent project operated by this HA.
2. Selection Process: - Tenants shall be selected from among eligible applicant families whose family composition is appropriate to available dwelling units. The HA will take into consideration the needs of individual families for low rent housing and the statutory purpose in developing and operating a socially and financially sound low-income housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body as a whole. Selection will be made in such a manner as:
 - A. For every fiscal year, each HA shall reserve a percentage of its new admissions for families whose incomes do not exceed thirty percent of the area median income. The goal for public housing shall be forty percent of new admissions. In reaching the new admissions goals, the HA's are required to avoid concentrating very low income families in projects.
 - B. To maintain a tenant body in each project composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families in the HA's area of operation as defined by state law.

3. Elderly High Rise Buildings – The Keansburg Housing Authority has decided that two elderly high rise buildings called Granville Towers and McGrath Towers are to be reserved only for elderly and disabled elderly residents.
4. Order of Selection: - Applications will be filed in the following hierarchical order:
 - A. Unit size\type needed by applicants
 - B. Preferences, if applicable
 - C. Date and time of application
 - D. Provided, however, the provisions of the deconcentration rule, contained within this policy, shall supercede the selection of applicants based on date and time and local preference points, if applicable, and allow the HA to skip families on the waiting list to accomplish this goal.
5. Verification of Preference, If Applicable: - At the time of application, initial determinations of an applicant's entitlement to a Preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

Note:

An applicant can reject an offer 3 times before losing their place on the waiting list. If an applicant rejects the 3rd offer, the applicant will be notified at that time that due to the fact they refused the offer of assistance, the date and time of their application is being changed to the date and time that they refused the offer. This will be explained verbally and followed-up in writing to the applicant. The HA will notify (verbally and in writing) the applicant that their actions may affect their place on the waiting list, and the next offer of assistance will be made when their name reaches the top of the waiting list.

6. All applicants must call the office between January and March to reaffirm their desire to remain on the waiting list. Anyone that does not call in will be purged from the waiting list on April 1st.

SECTION XII. GROUNDS FOR DENIAL AND OPPORTUNITY FOR HEARING

If the HA determines that an applicant does not meet the criteria for receiving housing, the HA must promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the HA's designee to review it. If requested within ten (10) days, the meeting must be conducted by a person or persons designated by the HA. The person designated by the HA to conduct the informal hearing shall be an impartial person appointed by the HA other than a person who made the approval of the HA's action under review or a subordinate of such person. The procedures specified in this section must be carried out in accordance with HUD's requirements. The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, religion, sex, handicap, familial status and national origin.

Note:

The HA grievance procedure applies only to residents. It does NOT apply to applicants.

SECTION XIII. INCOME VERIFICATION AND DOCUMENTATION

1. The KHA uses for verification purposes the following:
 - "Verification of Employment" for wage earners;
 - Verification of public assistance for those persons who receive public assistance;
 - Documentation of exceptional medical and/or other expenses (elderly family status);
 - Verifications of assets (savings, stocks, bonds, etc.);
 - Birth Certificates; and
 - Other means or sources of third party income verification.

2. Once all of the information is verified the HA shall calculate the monthly rent. Beginning 10/1/1999 the family will be notified of this amount and the amount of the flat rent. The family shall elect, in writing, their choice.

As soon as a determination can be made, applicants will be informed, in writing, by an authorized HA representative that they have been declared eligible or ineligible. Applicants that are determined ineligible will be informed, in writing, of their right to an informal meeting if they believe that such determination is unjust.

The final estimate of Gross Family Income will be made by the HA on the basis of verified information regarding income. Once the HA has determined that an applicant is eligible, then the process of housing the family begins.

There is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income which is not being reported.

Families may not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, the HA will have the family sign verification forms to verify that no income is being provided.

Families will be required to report any changes in their income status within ten (10) calendar days of the occurrence of employment and/or any other type of income is received. Families with zero income may be requested to recertify more frequently.

SECTION XIV. ORIENTATION OF FAMILIES

1. Briefing: Purpose of the Briefing: - The purpose of the briefing is to cover the occupancy requirements for the tenant and the landlord. The briefing is conducted as follows:

- A. Once the HA determines that an applicant is eligible and the applicant's name reaches the top of the waiting list, the HA shall offer an apartment to the applicant. The applicant shall be given an opportunity to view the apartment prior to the signing of the lease and other documents required before occupancy. After the offer is made and after this viewing, and when the offer is accepted, a HA representative will schedule an appointment with the prospective tenant, for orientation.

An Applicant can reject an offer 3 times before losing their place on the waiting list. If an applicant rejects the 3rd offer, the applicant will be notified at that time that due to the fact that they refused the offer of assistance, the date and time of their application is being changed to the date and time that they refused the offer. This will be explained verbally and followed-up in writing to the applicant. The HA will notify (verbally and in writing) the applicant that their actions may affect their place on the waiting list and the next offer of assistance will be made when their name reaches the top of the waiting list.

- B. The applicable deposit, unearned rent and other charges, (if applicable), will be collected, as soon as possible after the briefing is scheduled, and before the briefing is held.
- C. At the briefing, the Lease and Grievance Procedure is explained in detail to the applicant and/or applicants (there can be more than one family at the briefing.)
- D. The signing of all required occupancy forms is to be privately handled at the end of each briefing.
- (1) The required occupancy forms are explained at that time and the dwelling lease is signed by the prospective tenant and a HA representative.
 - (2) Appointment for move-in is scheduled at the end of the lease signing at project office.
2. Briefing Attendance Requirement: - The head of households are required to attend the briefing when they are initially accepted for occupancy. No family can be housed if they have not attended a briefing.

Failure to attend a scheduled briefing (without notice to the HA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing. Failure of an applicant to keep the scheduled check-in between January and March of each year, without good cause, may result in the cancellation of the occupancy process and the applicant required to reapply for assistance.

3. Format of the Briefing: - The applicant is provided a copy of the Dwelling Lease with the Grievance Procedure and the provisions of the Lease and Grievance Procedure are explained to the Tenant, and the lease specifies the unit to be occupied, family composition, date of admission, the rent to be charged, utility allowances, (if applicable) excess utilities, and the terms of occupancy. The applicant shall be provided with the Request for Relief of Surcharges for Excess Consumption of Utilities Policy and informed of the method for requesting relief under the policy. If for any reason the family becomes over or under housed they must be informed that once a unit of the appropriate size is available they must move to the appropriate size unit as outlined in Transfers. Also, if there is a change in family composition that caused the family to be over or under housed the family will be required to move to the appropriate size unit when a unit becomes available. The moving date should be within thirty (30) days of the date of the HA's written notification to the affected family. If the HA has more vacancies than families on the waiting list for the unit size of the family that is over housed, the family may remain in the unit until the next scheduled re-exam. However, families that are under housed should be housed in the appropriate size unit as soon as a unit is made available, but not more than thirty days after notice from the HA.

4. Dwelling Lease completion:

- A. The responsible member (head of household) of the family notified for admission to the housing communities shall be required to execute a Dwelling Lease prior to admission. One executed copy is to be furnished the tenant and the original executed copy is to be retained in the Tenant file established for the family by the HA. A copy of the Grievance Procedure shall be attached to the Tenant's copy of the Lease.
- B. When a Tenant family transfers to another dwelling, the existing Lease shall be canceled and a new Dwelling Lease executed for the present dwelling.
- C. If at any time during the life of the Dwelling Lease, any other changes in the Tenant's status results in the need to change or amend any provision of the Lease, or if the tenant status changes resulting in a replacement of page one of the Lease, this page shall be completed, signed, and a copy given to the Tenant as the replacement for page one.
- D. A duplicate form of acknowledgment and understanding which lists all items of which the tenant has been informed shall be signed by the tenant and the HA representative. A copy of this form shall be attached to the Tenant's copy of the lease along with copies of items as referred to and a copy maintained in the tenant's file.

SECTION XV. HOUSE RULES

- (A) Not to assign the lease or to sublease the premises;

- (B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section, and not to allow any person not on the lease to use a housing authority address as his/her mailing address without the written permission of management;
- (C) To use the premises solely as a private dwelling for the Tenant and the Tenant's household members identified in the lease, and not to use or permit its use for any other purpose except as provided in this lease;
- (D) That guests may visit with consent of a household member. The Tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord;
- (E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Tenants;
- (F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affect health and safety;
- (G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition;
- (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;
- (I) Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control;
- (J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- (K) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, or to the project (including damage to project buildings, facilities or common areas) caused by the Tenant, a member of the Tenant household or a guest.
- (L) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;

(M) To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:

1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord or any other person lawfully on the Landlord's premises.
2. Any drug-related criminal activity on or off such premises; or any activity by a tenant or guest in which the Landlord determines that a tenant or guest is illegally using a controlled substance.
3. Abuse of alcohol that the Landlord determines that it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord, or persons legally on the premises.

VIOLETIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION.

- (N) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);
- (O) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;
- (P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy;
- (Q) To pay when due all charges due under this lease;
- (R) Not to install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent;

- (S) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;
- (T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, and other equipment or facilities;
- (U) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;
- (V) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;
- (W) To notify Landlord on or before any extended absence from the premises in excess of fifteen (15) calendar days;
- (X) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.
- (Y) To report to Landlord within ten (10) calendar days after there is a change in family income or family composition and to provide Landlord verifiable information regarding such change;
- (Z) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.
- (AA)
Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.
- (BB)
Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation.
- (CC)
To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.

(DD)

To furnish complete and accurate written information in a timely manner.

(EE)

To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.

(FF)

To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling.

(GG)

Not to commit, or allow members of Tenant(s) household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant(s) household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.

(HH)

To provide to the Landlord with 10 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the project office or Landlord central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered vacated for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit.

(II)

Tenant or family member agrees that any person who is under a "no trespassing notice" of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice.

SECTION XVI. ANNUAL INSPECTIONS OF PUBLIC HOUSING UNITS

The HA has a system in place that documents the inspection of all public housing units. If the inspection results in a work order the repairs are made in accordance to the urgency of need as documented by the inspection sheet. The HA has a system that tracks each inspection. The inspection sheet used by the HA meets or exceeds the requirements of the Section 8 Housing Quality Standards (HQS).

SECTION XVII. INSPECTION AND ENTRY OF UNIT PROCEDURES

The tenant will be given notice as outlined in the Dwelling Lease, except for emergencies/search warrants, that the unit will be inspected. The notification will indicate the date and the approximate time of the inspection. If the inspection indicates that the tenant has poor housekeeping habits that need to be improved upon, the inspector will file a report and the Project Manager will schedule a meeting with the tenant to counsel the tenant on their poor housekeeping habits. A follow-up inspection will be conducted by the Manager within 30-days of the counseling session and if the problem continues to exist the Manager may take whatever action that is necessary to correct the situation. If the tenant fails to improve, the provisions of the dwelling lease can be enforced and the tenant evicted. However, the Manager should take steps to help the tenant improve before starting the eviction process.

If the inspection indicates that the tenant has created damage that is beyond normal wear and tear, the damaged items will be replaced and the tenant billed for the damages, as posted. If the damage is severe, a report will be provided to the Manager and the Manager will take appropriate action with the tenant.

HA staff and/or agents of the HA have authority to enter any unit if it is suspected that an "Emergency" situation exists. If for any reason a unit is entered by authorized HA personnel the tenant will be provided with the reason for the entry, by leaving a written notice of the time, date and reason for the entry.

HA staff and/or agents of the HA, at the direction of the Police will open the door to a unit when law-enforcement officials present a lawfully executed search warrant (plus, provide a copy of the search warrant to HA staff) for a dwelling unit managed by the HA. HA staff and/or its agents will write down the name(s) of the Police Officers and keep the copy of the search warrant. These documents will be filed in the residents file folder. HA staff will not enter the unit. This action will prevent the law enforcement officers from having to breakdown the door and causing damages to the unit.

SECTION XVIII. TYPES OF INSPECTIONS:

An authorized representative of this HA, tenant and/or adult family member, shall be obligated to inspect the premises prior to commencement of occupancy. A written statement of condition of the premises and all equipment will be provided, and same shall be signed by both parties with a copy retained in tenant's file. The HA representative shall inspect the premises at the time the tenant vacates and furnish a statement of any charges to be made provided the tenant turns in the proper notice under state law and requests the proper inspection. The tenant shall be provided an opportunity to participate in a move out inspection, unless tenant vacates without notice. The tenant's security deposit can be used to offset against any tenant damages to the unit.

1. Move-in Inspections: - Performed with the resident at move-in and inspection documented by HA on inspection form and signed by the tenant. This inspection documents the condition of the unit at move-in.

Note:

Any adult member of the household is allowed to sign the inspection form for the Head of Household.

2. Move-out Inspections: - Performed with tenant, if possible, and documented by HA on inspection form and signed by the tenant, if present. This inspection determines if the tenant is responsible for any damages and owes the HA funds. Any deposit will be used to offset the funds due the HA.
3. Annual Inspections: - The HA inspects 100% of its units annually using standards that meet or exceed Housing Quality Standard (HQS) Inspections.
4. Preventive Maintenance (PM) Inspections: - PM inspections are performed by HA staff on a regular basis and the residents are given at least two days notice prior to inspection.
5. Project Manager Inspections: - The HA representative may perform random home visits to see if the resident is keeping the unit in a decent, safe and sanitary condition. This visit can also be used as an opportunity to get to know the tenant and see if they have any specific needs that we can help them with and/or refer them to a service agency. The tenant will be given at least two days notice, prior to the inspection.
6. Special Inspections: - Representatives from the U. S. Department of Housing and Urban Development and/or other Government Officials visit the HA to monitor operations and as part of the monitoring they will inspect a sampling of the public housing inventory. The affected tenants will be given two days' notice.
7. Emergency Inspections: - If any employee and/or agent of the HA has reason to believe that an emergency exists within the public housing unit, the unit can be entered without notice. The person(s) that enters the unit must leave a written notice to the tenant that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

SECTION XIX. DETERMINATION OF RENT, RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

1. Determination of Rent: Rent as fixed at admission or annual re-examination will remain in effect for the period between regular rent determinations unless the following changes in family circumstances occur. Also, tenant agrees to report, in writing, and provide certification following any change in annual income within ten (10) calendar days of the occurrence.
 - A. Loss or addition of family composition of any family member through birth, death, divorce, removal of other continuing circumstances and the amount, if any, of family member's income;

- B. Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or
- C. To correct errors made at admission or re-examination which shall be retroactive to the date of error.
- D. Temporary employment/unemployment or increases and decreases in wages "for any reason" of less than 30 days will not constitute a rent adjustment.
- E. The HA must lower the rent for a family whose income is reduced because of the expiration of a welfare-initiated time limit. This must be reported by the Tenant within ten days from the time of the change of income in accordance with the Dwelling Lease. Provided, however, that if the family's welfare benefits are reduced because of a fraudulent act on the part of a family member, the HA is prohibited from reducing the family's rent contribution to reflect the lower benefits income.

2. Annual Re-examination:

- A. Once each year, or as required by this HA, each family will be required to furnish information as required in the Dwelling Lease. Verifications acceptable to the HA shall be obtained and determinations made. In the event of failure or refusal of Tenant to report the necessary information, the HA may terminate the Lease. This reexamination shall be done on the Move-in Anniversary date.
- B. Records shall be maintained to insure every Tenant is being reexamined within a twelve month period.
- C. Upon completion of reexamination and verification, Tenant shall be notified, in writing, no later than thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the Tenant's file.)
 - (1) Any change in rent and the date on which it becomes effective.
 - (2) Any change required in the size of dwelling unit occupied.
 - (3) Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
 - (4) Beginning 10/1/1999 the family will be notified of this amount and the amount of the flat rent. The family shall elect, in writing, their choice.
- D. In the event of change in tenant circumstances tenant will be sent a notice to report to the management office at a specified date and time to execute a new first page of the Lease.
- E. If this HA determines that the size of the premises is no longer appropriate for Tenant's needs the tenant may be required to transfer to another unit as outlined in Section XX, Transfers.

3. Interim Redetermination of Rent: - Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. Tenant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.
- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new tenant.
 - B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner eighteen (18) years of age or older.
 - C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive benefits from any of the above that constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
 - D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.
 - E. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the tenant if the error is in the tenant's favor.
 - F. A tenant who has had an income reduction/increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.
4. Notice of Temporary Rent: - On occasions, the HA is required to compute rent based on information that is supplied by the tenant and third party information that has not or will not be provided by the employer. When this situation occurs the HA will compute a temporary rent based on the information available. Once the information is verified the tenant will be notified in writing. If an underpayment was made based on the

information provided the tenant will have fourteen (14) days from the date of the HA notification to pay the amount specified. If the tenant has made an overpayment, that amount will be credited to the tenant account. The Head of Household and Spouse (if applicable) and a HA representative signs this Notice of Temporary Rent and it is filed with the dwelling lease and a copy provided to the tenant.

5. The effective dates of Interim Redetermination of rent:

- A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing.
- B. The tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back rent due because of failure on the part of the tenant to report such increase in family income.
- C. Any interim change in rent will require reverification of all family income that has not been verified within ninety (90) calendar days of the previous rent determination.
- D. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
- E. Employment, unemployment or changes in employment of any nature (example, employed but not working due to illness that is not compensated by the Employer) of the family head, spouse or any other wage earner 18 years of age or older.
- F. If it is found that a tenant has misrepresented or failed to report facts upon which rent is based so that the tenant is paying less than the tenant should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The tenant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the tenant may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation that may result in eviction.

6. Special Re-examinations: - Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

- A. If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for thirty (30), sixty (60) or ninety (90) days, depending on circumstances. The tenant shall be notified, in writing, of the date of the special re-examination.
- B. If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.
- C. Rents determined at special re-examinations shall be made effective as noted in this section.

7. Minimum Rent Hardship Exemptions:

- A. The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
 - (1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
 - (2) The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
 - (3) The income of the family has decreased because of changed circumstance, including loss of employment.
 - (4) A death in the family has occurred which affects the family circumstances.
 - (5) Other circumstances which may be decided by the HA on a case by case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

- B. If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period

beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

8. Reduction of Welfare Benefits: If the resident requests an income re-examination and the rent reduction is predicated on a reduction in tenant income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced because of:
 - A. Noncompliance with economic self-sufficiency program or;
 - B. Work activities requirements or;
 - C. Because of fraud.
9. Exception to rent reductions: Families whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced.
10. Community Service and Self-sufficiency Requirements - Each non-exempt adult public housing resident must contribute eight (8) hours for each month of community service or participate in a self-sufficiency program for eight (8) hours each month. This requirement becomes effective at each family's next regularly scheduled annual re-examination on or after October 1, 1999 and for families admitted after October 1, 1999. The PHA may not renew or extend the lease if a household contains a nonexempt adult who has failed to comply with this requirement.

Reasonable documentation must be provided to verify compliance with this requirement. The documentation must be placed in the resident's file at the time of re-examination. The PHA will permit a non-compliant family to cure the non-compliance through a signed agreement between the Head of Household, non-compliant adult and the Authority to make up the hours needed to comply within the next 12 month period. Continued non-compliance will result in eviction of the entire family, unless the non-compliant family member is no longer a part of the family.

The community service activities are not to be perceived as punitive or demeaning. Political activities are not allowed as either community service or self-sufficiency activities. The self-sufficiency activities include apprenticeships, job readiness training, job skill training, substance abuse counseling, mental health counseling and treatment, English proficiency, household budgeting, credit counseling and other related types of training. Several activities must be available that can be performed by persons who are disabled.

The PHA is responsible for ensuring program compliance by the residents even if the PHA contracts the program out to a third party. A third party for profit contractor may not use residents in community service activities where they have a financial interest, where the work conditions are hazardous, or where PHA employees would normally be responsible for the work activities.

The exemptions to the requirement for community service or self-sufficiency activities include the following: adults who are 62 year of age or older; persons with disabilities; persons engaged in work activities; persons participating in a welfare to work program; or receiving assistance from and in compliance with a State funded program under part A, title IV of the Social Security Act. For the purposes of this requirement, an adult is a person eighteen (18) year of age or older. Disabilities is defined as being unable to comply with the requirement.

SECTION XX. TRANSFER

1. Objectives of the Transfer Policy:

- A. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- B. To facilitate a relocation when required for modernization or other management purposes.
- C. To facilitate relocation of families with inadequate housing accommodations.
- D. To eliminate vacancy loss and other expense due to unnecessary transfers.

2. Types of Transfers:

- A. HA initiated: The HA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management. For these types of transfers the HA will cover the cost of the transfer pursuant to cost allowed by HUD.
- B. Transfers for Reasons of Health: Tenant may be transferred when the HA determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps. The tenant will be required to provide a statement from a medical doctor which indicates the condition of the tenant and the HA reserves the right to make its own evaluation of the situation and documentation. If the HA determines that there is not a substantial and necessary medical need for such transfer, the request for transfer shall be treated as a convenience transfer. Normally such transfers will be within the tenant's original neighborhood unless the appropriate size and type of unit does not exist on the site. The tenant must pay for all of their moving expenses and a transfer fee.

- C. Convenience Transfers: The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing community or public housing facility for the convenience of the tenant for good cause. However, the cost of the transfer shall be borne by the tenant. The tenant must sign a transfer agreement after the HA has authorized the transfer and prior to the transfer.

Request for transfers for convenience must be made, in writing, to the HA at the tenant's residential office stating the reason for the requested transfer. The HA will issue a decision within thirty (30) calendar days of receipt of the request, and if approved, provide the tenant with a list of the charges that will be the tenants responsibility to pay prior to the transfer.

- D. Transfers for Over/Under-housed Families to the Appropriate Unit - The HA may transfer residents to the appropriate sized unit and that tenants are obligated to accept such transfers. Transfers will be made in accordance with the following principles:

- (1) Determination of the correct sized apartment shall be in accordance with the HA's occupancy guidelines, as outlined in Occupancy Guidelines.
- (2) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
- (3) The tenant must pay for their moving expenses.

- E. Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the HA due to modernization work and/or other good cause as determined by the HA. Priority transfers are listed below:

- (1) HA initiated transfers,
- (2) Transfers for health reasons,
- (3) Tenants who are under-housed by two or more bedrooms,
- (4) Tenants who are over-housed by two or more bedrooms,
- (5) Tenants who are under-housed by one bedroom,
- (6) Tenants who are over-housed by one bedroom; and,
- (7) Convenience transfers.

Within each priority type, transfers will be ranked by date. In processing transfers requested by tenants for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Manager. The HA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition and the family charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

3. Transfer Procedures: - The HA shall:

- Prepare a prioritized transfer list, as needed, at re-examination.
- Notify residents by letter of their pending transfer.
- Participate in evaluation of request for transfer based on approved medical reasons.
- Issue final offer of vacant apartment as soon as vacant apartment is identified.
- Issue notice to transfer as soon as vacant apartment is available for occupancy.
- Participate in planning and implementation of special transfer systems for modernization and other similar programs.
- Inspect both apartments involved in the transfer, charging for any resident damages that is not considered normal wear and tear.
- When the tenant is transferred for modernization, the cost of the transfer shall be paid by the HA, pursuant to cost that is allowed by HUD.

Only two offers of a unit will be made to each tenant being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse two offers. In the case of a family being transferred from a unit which is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for eviction. When a tenant declines an offer of a transfer to a single level apartment and the tenant requested the transfer the HA will notify the tenant, at that time, that the HA is not obligated to make any subsequent offers. The HA will notify the tenant that the HA has discharged its obligations to the tenant and he/she will remain in the unit at his/her own risk, and that the HA assumes no liability for the tenants condition.

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

SECTION XXI. LEASE TERMINATION AND EVICTIONS

All Lease terminations and evictions will be processed in accordance with the HA's current Dwelling Lease and Grievance Procedure. The HA's Dwelling Lease and the Grievance Procedure is incorporated into this document by reference and is the guideline to be used for Lease terminations and evictions.

The Dwelling Lease may not cover every specific situation that warrants a lease termination; therefore, for good cause the HA may terminate a lease for reasons that are not specifically listed in the dwelling lease.

SECTION XXII. RENT COLLECTION PROCEDURES

1. The rent is due and payable the first of each month.
2. The Housing Authority mails out a Notice of Late Payment on the 6th day of each month reminding the tenant that rent payment is late and that the total is due 14 days from the date of that notice.
3. On the 10th day, Management goes out and places on the door of the resident (whose rent payment is overdue), a letter requesting the resident to contact the Admissions/Occupancy Coordinator concerning the delinquent rent. If the resident is at home, at the time that the Coordinator is out, the Coordinator talks with the resident concerning the delinquent rent payment and provides information about various agencies that can assist with the payment.
4. On the 13th day of each month, the Housing Authority mails a Notice to the resident whose rent payment is delinquent.
5. The PHA also mails a letter from the Executive Director stating how important it is for rent to be paid on time.
6. If the resident still has not paid rent by the 19th of the month, the Housing Authority files court documents on the 21st of the month. The amount due is amended to include all charges due the Housing Authority plus court costs, as of the court date. After court, on the same day of the court proceedings, the Housing Authority mails the resident a letter stating the amended amount due and the eviction procedures to be executed.
7. If the resident has not moved out within 10 days after the court date, the Housing Authority files a "Writ of Possession" for the apartment. On the same day that the Housing Authority files the writ, the resident is mailed a letter detailing the total charges, up until the time of padlocking, and be allowed to remain in possession of the unit.
8. Once a resident is scheduled to be padlocked, Attachments # 9 and #10 must be completed and signed by the Housing Authority representative and the resident at the conclusion of a "Padlock Conference." The conference must be held within 48 hours of the Housing Authority's being informed of the padlock date.
9. Once padlocking has been completed, damages assessed and notice mailed, the resident is expected to pay all charges due the Housing Authority within 30 days from the date of notice, unless other arrangements have been mutually agreed upon. If not, the Housing Authority will file a "Complaint for Money Owed" to collect the balance due.
10. When a resident voluntarily moves and leaves owing the Housing Authority, a written statement of charges due will be mailed to the forwarding address (if available). All charges are expected to be paid in full within 30 days of the date of notice, unless other arrangements have been mutually agreed upon. Failure to pay will result in the filing for a "Complaint for Money Owed" to collect the balance due.

SECTION XXIII. COMPLAINTS AND GRIEVANCE PROCEDURES

Complaints and Grievance Procedures shall be accomplished in accordance with the HA approved Grievance Procedure. The grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

SECTION XXIV. SECURITY DEPOSITS

A security deposit shall be made pursuant to a schedule posted in the HA office. Security deposits may be refunded as provided in the Lease and in this procedure.

SECTION XXV. OCCUPANCY GUIDELINES

The following guidelines shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing. These guidelines may be waived when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies. Families may be assigned improper sized units with the written understanding that they must transfer to the appropriate size unit when notified by the HA.

Otherwise, the following occupancy standards shall apply:

1. Suggested Guidelines

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

2. Assignments shall be made so that, except for husband and wife and infants, bedrooms will not be occupied by persons of different sex over the age of six (6) years.
3. At the option of the HA, an infant, up to the age of two years, may share a bedroom with its parent(s), but the tenant shall not be required to do so.

4. In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above, is permissible when justified with evidence and documentation from a licensed physician.
5. Every family member, over two years of age, is to be counted as a person.

SECTION XXVI. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS FOR POSTING REQUIRED INFORMATION

There shall be maintained in the HA's office waiting room a bulletin board, which will accommodate the following posted materials:

1. Statement of Policies and Procedures Governing Admission and Continued Occupancy Policy. This policy also outlines the HA's tenant selection and assignment plan.
2. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
3. Directory of Housing Communities including names, address of project offices, number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all HA facilities.
4. Income Limits for Admission.
5. Utility Allowances.
6. Current Schedule of Routine Maintenance Charges.
7. Dwelling Lease.
8. Grievance Procedure.
9. Fair Housing Poster.
10. "Equal Opportunity in Employment" Poster.
11. Any current "Tenant Notices".
12. Security Deposit Charges.

SECTION XXVII. PET RULE

For the Authority "pet rule" please reference the Authority's Pet Policy.

SECTION XXVIII. DECONCENTRATION RULE

This PHA will not concentrate very low-income families in one public housing development or in any single building within a development. For this purpose, very low-income families includes other families with relatively low incomes, including those at or below 30 percent of our area median income.

This PHA will annually review its waiting lists and the census tracts in which it has public housing units in order to determine if they reveal an unacceptable concentration of impoverished families. If such a concentration is determined, the authority will take steps consistent with the policy stated below to remedy that inequity.

Where an inequity has been discovered in the distribution of impoverished families within its jurisdiction or on its waiting list, this PHA will take steps to remove that concentration of poverty by bringing higher income families into its lower income developments and lower income families into its higher income developments.

Among the strategies this authority will consider in attempting to remedy the inequity are the following:

- 1). It may skip certain income families on its waiting list to reach other families with a lower or higher income, as may be required to achieve better income distribution balance in its developments. This authority will apply such skipping uniformly and fairly.
- 2). It may make concerted efforts to aid lower-income families to increase their income through offering incentives. These incentives may include but are not required to be limited to the following:
 - (a) Providing self sufficiency activities to improve resident employability;
 - (b) Providing permissive deductions from annual income and other permissive deductions to public housing resident as allowed by law. If offered, these options will be spelled out in detail as an amendment to this policy;
 - (c) Providing individual savings accounts to families who select income-based rents;
 - (d) Establishing a rent structure that encourages deconcentration of poverty;
 - (e) Providing certain admissions preferences, such as those for working families;
 - (f) Providing additional applicant consultation and information;
 - (g) And providing additional supportive services or amenities.

In pursuing this policy of deconcentration where a family receiving TANF assistance is concerned, this authority will make every reasonable recourse to coordinate its efforts to provide incentives to families that are consistent with programs administered by the office having TANF responsibilities in our jurisdiction.

This PHA will pursue this policy of deconcentration of poverty in a way that affirmatively furthers fair housing, and that ensures for both our applicants and our residents an equitable treatment devoid of discrimination.

SECTION XXIX. CLOSING OF FILES AND/ PURGING INACTIVE FILES

This HA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or cases involving a household containing a minor with a reported elevated blood-lead level.

During the term of tenancy and for three years thereafter the HA will keep the resident file. In addition, the HA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and residents.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the HA and financial statements.
- Other records which may be specified by HUD.

The HA shall retain all data for current residents for audit purposes. No information shall be removed which may effect an accurate audit.

SECTION XXX. PROGRAM MANAGEMENT PLAN - Organization Plan

Reference the HA's adopted personnel policy for the organization plan of the HA.

SECTION XXXI. ADDITIONAL HA POLICIES & CHARGES

Additional policies and charges are attached to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document so as to keep this policy current. All items substituted within this document shall be kept by the HA in a separate file for historical and research purposes.