

Flint Housing Commission Agency Plan

Annual Plan for
Fiscal Year 2020





Flint Housing Commission 2020 Public Housing Annual Plan

Table of Contents

Resolution # 1366: FY 2020 Public Housing Agency (PHA) Annual Plans

Public Hearing Notice

Public Hearing Minutes

Attachment A: Statement of Financial Resources

Attachment B: 2020 Public Housing Admissions and Continued Occupancy Policy (ACOP)

Attachment C: HCV Administrative Plan

Attachment D: Resident Advisory Board's Comments and Handouts

Attachment E: HUD-50077-SL: Certification by State or Local Official of PHA Consistency with the Consolidated Plan of State Consolidated Plan

Attachment F: HUD-50077-ST-HCV-HP: Certifications of Compliance with PHA Plans and Related Regulations

Attachment G: HUD-5077-CR Civil Rights Certification

Attachment H: Capital Fund Program – 5 Year Action Plan

Attachment I: Capital Fund Program – Annual Statement/Performance and Evaluation Report

Attachment J: Significant Amendment

Annual PHA Plan
(Standard PHAs and Troubled PHAs)

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

OMB No. 2577-0226
Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. Form HUD-50075-ST is to be completed annually by **STANDARD PHAs** or **TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** - A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.					
A.1	PHA Name: <u>Flint Housing Commission</u> PHA Code: <u>MI009</u> PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/01/2020</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>1183</u> Number of Housing Choice Vouchers (HCVs) <u>878</u> Total Combined Units/Vouchers <u>2061</u> HUD VASH Vouchers <u>60</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission					
<p>Availability of Information. PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p>						
<input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)						
Participating PHAs		PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
					PH	HCV
Lead PHA:						

--	--	--	--	--	--	--

B. Annual Plan Elements

B.1 Revision of PHA Plan Elements.

(a) Have the following PHA Plan elements been revised by the PHA?

Y N

- Statement of Housing Needs and Strategy for Addressing Housing Needs
- De-concentration and Other Policies that Govern Eligibility, Selection, and Admissions.
- Financial Resources.
- Rent Determination.
- Operation and Management.
- Grievance Procedures.
- Homeownership Programs.
- Community Service and Self-Sufficiency Programs.
- Safety and Crime Prevention. CAMERAS?
- Pet Policy.
- Asset Management.
- Substantial Deviation.
- Significant Amendment/Modification

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

Asset Management: The ACOP and lease revisions added clarification language for applications and move-in as well as HUD requirements such as smoke detectors.

Housing Choice Voucher Program: Clarification of existing policy language. Edits to Resident Services to reflect new Family Self Sufficiency Programs.

(c) The PHA must submit its De-concentration Policy for Field Office review.

B.2 New Activities.

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?

Y N

- Hope VI or Choice Neighborhoods.
- Mixed Finance Modernization or Development.
- Demolition and/or Disposition.
- Designated Housing for Elderly and/or Disabled Families.
- Conversion of Public Housing to Tenant-Based Assistance.
- Conversion of Public Housing to Project-Based Assistance under RAD.
- Occupancy by Over-Income Families.
- Occupancy by Police Officers.
- Non-Smoking Policies.
- Project-Based Vouchers.
- Units with Approved Vacancies for Modernization.
- Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.

Asset Repositioning: FHC will continue efforts to reposition our public housing assets to increase the quantity and quality of affordable housing in the City of Flint, Genesee and St. Clair Counties. Asset Repositioning is a HUD supported strategy whereas housing authorities are encouraged to seek alternate management and ownership structures of traditional public housing properties to improve access to revenue and reduce expenses.

Three of the most common federally assisted programs used by housing authorities to achieve these goals are Rental Assistance Demonstration (RAD), Low-Income Housing Tax Credit (LIHTC) and Section 18 Demolition and/or Disposition. There are many other programs and opportunities which are available to support furthering affordable housing. FHC is aware not all programs are offered through HUD and we will actively seek all opportunities available which are determined to be in the best interest of FHC and their residents.

Section 18 Demolition and/or Disposition is a tool often considered in conjunction with RAD and LIHTC because of the age and condition of many traditional public housing properties. Some properties have significant needs or have design limitations which cause them to not be able to provide the quality affordable housing solutions our residents deserve. Renovations may not be a cost effective solution and the location of the property may

	not be as desirable as other options currently available or as solutions now able to be created. All FHC properties are being evaluated to ensure they are meeting the needs of those in need of affordable housing and will continue to do so for decades to come.
B.3	Civil Rights Certification. Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
B.4	Most Recent Fiscal Year Audit. 2018 (a) Were there any findings in the most recent FY Audit? Y N <input checked="" type="checkbox"/> <input type="checkbox"/> (b) If yes, please describe: See Attachment A: Statement of Financial Resources
B.5	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.
B.6	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y N <input checked="" type="checkbox"/> <input type="checkbox"/> (c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
B.7	Certification by State or Local Officials. Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.
B.8	Troubled PHA. (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (b) If yes, please describe:
C.	Statement of Capital Improvements. Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).
C.1	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.

**Resolution 1366
and Cover Letter**



FLINT HOUSING COMMISSION

3820 Richfield Rd. • Flint, Michigan 48506

Phone: (810) 736-3050

Fax: (810) 736-0158

MI 9 1
Richert Manor
902 E. Court. Sl. 48503
(810) 736 3094

MI 9 1
Garland Apartments
820 & 906 Garland Sl. 48503
(810) 736 3094

MI 9-1
Forest Park
4060 M.L. King Ave. 48505
(810) 736 3094

MI 9 2
Howard Estates
801 Floral Park 48503
(810) 736 3170

MI 9 3
Atherton East
3123 Chambers 48507
(810) 736 3159

MI 9 5
River Park Apartments
7002 Pemberton Dr. 48505
(810) 736 3088

M1 9 6
Centerview Apartments
2001 N. Center Rd. 48506
(810) 736 3102

MI 9 8 & MI 9-10
Scattered Sites Houses
(810) 736 3148

MI 9 11
Mince Manor
3800 Richfield Rd. 48506
(810) 736 3193

MI 9 14
Aldridge Place
5838 Edgar Holt Drive 48505
(810) 736 3148

MI 9 15
Kenneth M. Simmons Square
2101 Stedron 48504
(810) 73 6 3154

Section 8 Program
(810) 736 3050

Section 3 Program
(810) 736 3050

Family Self Sufficiency Program
(810) 736 3050

FLINT HOUSING COMMISSION

Resolution # 1366

Tuesday, March 24, 2020

To obtain Board of Commissioners' approval for the following 2020 Public Agency Plans:

- PH Annual Plan
- PH Admissions and Continued Occupancy Policy
- HCV Administrative Plan
- CFP Annual Statement/Performance and Evaluation Reports

The administration informs the Board as follows:

That, in order to comply with the Code of Federal Regulations (24 CFR); Part 903, Section 1-25 and to meet the U.S. Department of Housing and Urban Development (HUD) Deadline of Wednesday, April 15, 2020 for submission of the 2020 Public Housing Agency Plan.

That, the Code of Federal Regulations (24 CFR); Part 903, Section 1-25 requires the public to comment on the Annual Plan and to incorporate the comment in the Ann Plan.

That, the administration recommends that it would be in the best interest of the Flint Housing Commission's Board of Commissioners to adopt **Resolution # 1366**, 2020, Public Housing Agency (PHA) Plans, which will allow the Flint Housing Commission to meet their goals set forth in the plans and to submit the plans to HUD by the due date.

Now therefore, be it resolved that the Board of Commissioners of the Flint Housing Commission hereby adopt **Resolution # 1366**, 2020 Public Housing Agency (PHA) Plans, subject to the public hearing.

Commissioner Schmittler MOVED that the forgoing resolution be adopted as introduced and read, which motion was SECONDED by Commissioner Morgan.
After discussion and upon roll call vote, the "ayes" and "nays" were as follows:

Ayes: 4 Nays: 0 Abstentions: 0 Absent: 1

The Chairman thereupon declared said motion carried and said Resolution adopted this Tuesday, March 24, 2020.

ATTEST:

Signed by:

Geraldine Redmond Harold S. Ince, Jr.
Geraldine Redmond President Harold S. Ince, Jr. Executive Director
Board of Commissioners Board Secretary





FLINT HOUSING COMMISSION

3820 Richfield Rd. • Flint, Michigan 48506

Phone: (810) 736-3050

Fax: (810) 736-0158

MI 9 1
Richert Manor
902 E. Court. Sl. 48503
(810) 736 3094

MI 9 1
Garland Apartments
820 & 906 Garland Sl. 48503
(810) 736 3094

MI 9-1
Forest Park
4060 M.L. King Ave. 48505
(810) 736 3094

MI 9 2
Howard Estates
801 Floral Park 48503
(810) 736 3170

MI 9 3
Atherton East
3123 Chambers 48507
(810) 736 3159

MI 9 5
River Park Apartments
7002 Pemberton Dr. 48505
(810) 736 3088

MI 9 6
Centerview Apartments
2001 N. Center Rd. 48506
(810) 736 3102

MI 9 8 & MI 9-10
Scattered Sites Houses
(810) 736 3148

MI 9 11
Mince Manor
3800 Richfield Rd. 48506
(810) 736 3193

MI 9 14
Aldridge Place
5838 Edgar Holt Drive 48505
(810) 736 3148

MI 9 15
Kenneth M. Simmons Square
2101 Stedron 48504
(810) 73 6 3154

Section 8 Program
(810) 736 3050

Section 3 Program
(810) 736 3050

Family Self Sufficiency Program
(810) 736 3050

Resolution 1368: FMLA Expanded Leave under the Families First Coronavirus Response Act (FFCRA) Policy Summary

Dear Board of Commissioner's:

I am writing this letter to express the Flint Housing Commission's obligation to implement the Families First Coronavirus Response Act (FFCRA) and how implementing this policy will affect our organization. The FFCRA went into effect on April 1, 2020. The FFCRA offers emergency paid-leave provisions to certain public employers and businesses with fewer than 500 employees.

The Flint Housing Commission will be required to provide up to 80 hours of paid-sick-leave benefits if an employee will need a leave of absence to care for their own or someone else's coronavirus related issues. The six approved Coronavirus issues are listed below:

1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to either number 1 or 2 above.
5. The employee is caring for his or her child if the school or place of care of the child has been closed, or the childcare provider of such a child is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition specified by the secretary of health and human services in consultation with the secretary of the treasury and the secretary of labor.

The FFCRA legislation also updates the Family and Medical Leave Act (FMLA). This update provides workers with up to 12 weeks of job-protection and paid leave when they can't work either onsite or remotely because their minor child's school or child care service is closed due to the COVID-19 pandemic.

Sincerely,

Doris Matthews

Doris Matthews
Human Resources Director



**Public Hearing
Minutes and
Notice**

MEETING SIGN-IN SHEET

Meeting:	Public Hearing, Board of Commissioners	Meeting Date:	Wednesday, April 8, 2020
Facilitator:	FHC: To comply with the shelter in place COVID protocols, residents called in and stated their names and place of residence	Place/Room:	FLINT HOUSING COMMISSION Board ROOM 3820 RICHFIELD ROAD FLINT, MICHIGAN 48506

NAME	
1.	Elaine Bell: Mince Manor
2.	Linda McKnight: Howard Estates
3.	Debria Andrews: Atherton East
4.	Geraldine Redmond: President/Resident Commissioner Phillip Schmitter: Vice President
5.	Chia Morgan: Commissioner Dewaun Robinson: Commissioner
6.	Harold S. Ince, Jr.: ED Jennifer Fletcher: Office Mgr.
7.	Karen Fairchild: Dir. Fin. Doris Matthews: Dir. HR
8.	Jason Borrer: Dir. Dev. Allie Herkenroder: FSS
9.	Beth Dimmig: Dir. Asset Mgmt. Kahlia Harper: Dir. HCV
10.	Brent Hanel: IT James Franks: Dir. Mntc.
11.	Candy Gawne: Dir. Mod.
12.	
13.	
14.	
15.	
16.	
17.	
18.	



FLINT HOUSING COMMISSION

Harold S. Ince, Jr.
Executive Director
3820 Richfield Road
Flint, Michigan 48506
Phone: (810) 736-3050
(810) 736-0158

Board of Commissioners:
President Geraldine Redmond, Resident Commissioner
Vice President Philip Schmitter
Commissioner Jessie McIntosh
Commissioner Chia Morgan
Commissioner DeWann Robinson

Board of Commissioners' Public Hearing Minutes

Flint Housing Commission (FHC) Board of Commissioners held their Public Hearing on **Wednesday, April 8, 2020**, in the conference room located at 3820 Richfield Rd., Flint, MI 48506. To comply with the governor's shelter in place order, the hearing was conducted by teleconference.

MEETING CALLED TO ORDER

President Geraldine Redmond called the hearing to order at approximately 10:02 AM on Wednesday, April 8, 2020 in the conference room.

Roll Call:

Present: Geraldine Redmond, President/Resident Commissioner
Philip Schmitter, Vice President –call in
Chia Morgan, Commissioner –call in
DeWann Robinson, Commissioner –call in

Absent: Jessie McIntosh, Commissioner

A quorum was declared.

Also Present: Harold S. Ince, Executive Director, Secretary
Jennifer Fletcher, Office Manager/Recording Secretary
Housing Commission Senior Staff –call in
Residents –call in

Public Comments:

Elaine Bell: Resident of Mince Manor

- a) Would like more information concerning COVID-19?
 - a. Mr. Ince, Jr.: The MI Senate just approved and extra 23 days of shelter in place. FHC is waiting for the House to approve and for the Governor's next announcement. Please follow the CDC protocols. Weekly memos are going out to the residents with information.
- b) What are the highlights for capital improvements for Mince under the annual plan?
 - a. Candy Gawne, Dir. Mod.: FHC will be doing the entire parking lot, wiring in the new smoke alarms and repainting the exterior.

- c) Where will the residents park during the repaving?
 - a. Mr. Ince, Jr.: We are working on a plan for that which will minimize the inconvenience for residents.

Linda McKnight: Resident of Howard Estates

- a) Is it possible to reopen the resource center, after COVID, for the kids? And possibly get some computers in there?
 - a. Mr. Ince, Jr.: We can look into it and see how much money we can use for that.
- b) Are capital improvements being pushed back due to COVID?
 - a. Mr. Ince, Jr.: Yes, they will be done, but everything is being pushed back to keep essential construction workers available for hospitals, etc.
- c) Some of the new storm doors at Howard are not fitting right.
 - a. Mr. Ince, Jr.: We will inspect all the doors before we sign off on them and make sure they get fixed properly.

Debria Andrews: Resident of Atherton East

- a) How does the 5 yr. plan effect Atherton East?
 - a. Mr. Ince, Jr.: Atherton is covered under the existing 5 yr. plan until all the residents are rehoused.
- b) Will we be able to get playgrounds at all the sites?
 - a. Mr. Ince, Jr.: There will not be a playground put in at Atherton as residents are being rehoused. FHC will look at the remaining sites individually and see what can be done.

Linda McKnight, Elaine Bell and Debria Andrews:

Echo each other's sentiments of appreciation to President Redmond and the Commissioners for taking the time to listen to their concerns. Emphasize that having a resident perspective at these meetings is very important. Recognize the FHC staff for showing that they care about the residents and that this care inspires the residents to want to participate even more. Want to help foster a good sense of community between residents and staff.

Commissioner Comments and Discussion:

President Redmond:

1. Asks the staff for their patience as the residents learn about RAD, the 5 yr. and annual plan, and HUD acronyms. She appreciates that we made the teleconference line available for the residents during COVID.

2. States that the residents occasionally feel left out of the long term planning and that their 'wish list' gets pushed aside in favor of what the property managers want done.
 - a. Mr. Ince, Jr.: Explains that with the limited pool of money, major issues need to be prioritized before 'wish list' items can be addressed. He encourages the residents to keep presenting their wish lists as they know what their building needs. He also stated that many times, the resident list mirrors the property manager's list.
3. Asks if the new parking lot was part of the 5 yr. plan
 - a. Mr. Ince, Jr.: Yes, but the HCV parking lot is still being worked out.
4. Thanks Mr. Ince, Jr. and the staff, reiterating that the residents appreciate being heard. Thanks the residents for calling in, being part of the process and for sharing their voice.

Vice President Schmitter:

1. Thanks the residents for participating
2. Suggests a community party to celebrate after the COVID 19 pandemic is over

Commissioner Morgan:

1. Thanks everyone for participating and hopes everyone stays safe and healthy.

Commissioner Robinson:

1. Thanks the residents for calling in and encourages all to keep working through the challenges together.

Mr. Ince, Jr.

1. Thanks the residents for taking ownership in the process. Reiterates that FHC is here for them. Commends the residents for taking seriously the CDC COVID protocols.

President Redmond adjourned the meeting at 11:00 AM.

BOARD OF COMMISSIONERS

Public Hearing NOTICE

In accordance with the Michigan Open Meetings Act 267 (MCL 5.261), the **FLINT HOUSING COMMISSION** is **HEREBY GIVEN PUBLIC NOTICE** of a **Special Meeting** of the **BOARD OF COMMISSIONERS** on:

DATE: Wednesday, April 8, 2020

TIME: 10:00 AM

LOCATION: Flint Housing Commission
3820 Richfield Rd.
Flint, MI 48506

AGENDA: FY 2020 Annual Plan

Due to the state mandated shelter in place for Covid 19, public comments may be:

- a) Mailed in and post marked no later than April 7, 2020**
- b) Put in writing and placed in the drop box at the Central Office**

Please do not remove until after the meeting!

BOARD OF COMMISSIONERS

Public Hearing NOTICE

In accordance with the Michigan Open Meetings Act 267 (MCL 5.261), the **FLINT HOUSING COMMISSION** is **HEREBY GIVEN PUBLIC NOTICE** of a **Public Hearing** of the **BOARD OF COMMISSIONERS** on:

DATE: Tuesday, March 24, 2020

TIME: 10:00 AM.

LOCATION: Flint Housing Commission
3820 Richfield Rd.
Flint, MI 48506

AGENDA: FY 2020 Annual Plan

Please do not remove until after the meeting!

STATE OF MICHIGAN)
County of Genesee

ss Sharon Sutton

Being duly sworn deposes and say he/she is Principal Clerk of



THE FLINT JOURNAL

DAILY EDITION

a newspaper published and circulated in the County of Genesee and otherwise qualified according to Supreme Court Rule; and that the annexed notice, taken from said paper, has been duly published in said paper on the following day(day(s)) _____

April 7 A.D. 2020

Sworn to and subscribed before me this 7th day of April 2020

Janice M. DeGraaf
JANICE M. DEGRAAF
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES Oct 3, 2020
ACTING IN COUNTY OF Kent

Flint Housing Commission's 2020 Annual PHA Plan will be available for public review at the main office located at 3820 Richfield Road, Flint, MI 48506, at all the Flint Housing Commission public housing complexes Property Management Office throughout the City of Flint, and at the Flint Public Library Monday-Friday from 9:00 a.m. until 4:00 p.m. starting on February 4, 2020. Due to the state mandate to shelter in place during the Covid 19 virus, the period for public comment has been extended to April 8 2020. Forward all written comments to the Flint Housing Commission, Attention: Harold Ince, Jr., Executive Director., Subject: 2020 Annual PHA Plan Comments. Comments postmarked after the April 7, 2020 deadline will not be considered. A Public Hearing regarding the 2020 PHA Annual Plan has been re-scheduled for Wednesday, April 8, 2020, at 10:00 AM. In order for the Flint Housing Commission to comply with the shelter in place and for your safety, the public cannot be admitted. However, your written comments may be placed in our drop box no later than 9:00 AM, Wednesday, April 8, 2020. The meeting will be at the Flint Housing Commission at 3820 Richfield Road, Flint, MI 48506.

APR 19 2020 AM 11:27

STATE OF MICHIGAN)
County of Genesee

SS David Albrow

Being duly sworn deposes and say he/she is Principal Clerk of



THE FLINT JOURNAL

DAILY EDITION

a newspaper published and circulated in the County of Genesee and otherwise qualified according to Supreme Court Rule; and that the annexed notice, taken from said paper, has been duly published in said paper on the following day(day(s)) _____

February 4 A.D. 20 20

Sworn to and subscribed before me this 5th day of February 20 20

Janice M. DeGraaf
JANICE M. DEGRAAF
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES Oct 3, 2020
ACTING IN COUNTY OF Kent

Flint Housing Commission's 2020 Annual PHA Plan will be available for public review at the main office located at 3820 Richfield Road, Flint, MI 48506, at all the Flint Housing Commission public housing complexes Property Management Office throughout the City of Flint, and at the Flint Public Library Monday-Friday from 9:00 a.m. until 4:00 p.m. starting on February 4, 2020. The period for public comments will end on Tuesday, March 24, 2020. Forward all written comments to the Flint Housing Commission, Attention: Harold Ince, Jr., Executive Director, Subject: 2020 Annual PHA Plan Comments. Comments postmarked after the March 24th, 2020 deadline will not be considered. A Public Hearing regarding the 2020 PHA Annual Plan has been scheduled for Tuesday, March 24, 2020, at 10:00 AM. The meeting will be at the Flint Housing Commission at 3820 Richfield Road, Flint, MI 48506.

**Attachment A:
Statement of Financial
Resources**

Statement of Financial Resources

[24 CFR Part 903.79 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants		
a) Public Housing Operating Fund	\$5,007,000	Operating Expenses
b) Public Housing Capital Fund '18	\$2,7456,000	Work on properties
c) HOPE VI Revitalization	\$0	
d) HOPE VI Demolition	\$0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$4,556,000	Housing Assistance Payments for HCVP
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	\$0	
g) Resident Opportunity and Self-Sufficiency Grants	\$0	
h) Community Development Block Grant	\$0	
i)		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
2018 Capital Fund Grant	\$881,200	Physical needs
2019 Capital Fund Grant	\$1,927,000	Physical needs
3. Public Housing Dwelling Rental Income		
	\$2,156,000	Operating Expenses
4. Other income (list below)		
Choice Neighborhood Developer Fee	\$300,000	Development expenses
Relocation Grant	\$415,000	Tenant relocations to Clark Commons or alternate choice
5. Non-federal sources (list below)		
Tenant Charges	\$223,000	Operating Expenses
Non-Dwelling Rental	\$ 28,275	Operating Expenses
Miscellaneous	\$ 21,400	Operating Expenses
Total resources	\$18,260,875	

FLINT HOUSING COMMISSION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2018

SECTION II – FINANCIAL STATEMENT FINDINGS

None.

SECTION III – FEDERAL AWARD FINDINGS AND DEFICIENCIES

Finding 2018-001 – HUD Form 50058, recertifications
Housing Choice Voucher Program – CFDA 14.871

Criteria:

HUD regulations require all Housing Choice Voucher participants to certify annually their income and allowable deductible expenses in the calculation of tenant rent payment. The Authority is required to maintain supporting documentation for all amounts reported on Form HUD-50058.

Condition:

The Commission failed to have all annual recertifications completed in a timely manner.

Cause and Effect:

This condition appears to be the result of a lack of control over ensuring the timing of recertifications and communication with tenants and landlords. This results in untimely recertifications and follow-up and potential risk of conditions identified worsening. The effect is noncompliance with HUD regulations over the timing and follow-up of recertifications.

Context:

Of 60 tenant files tested, six (6) of 60 failed to have the annual recertification completed. In addition, (eight) 8 of the 60 tenant files tested failed to complete the recertifications in a timely manner, however, were completed subsequent to year end and appropriate adjustments were made accordingly.

Questioned Costs: None

Recommendation:

We recommend that the Commission develop a formalized schedule with documented oversight of when annual certifications are performed. In addition, the Commission should perform self-reviews on a consistent basis and specifically look for the finding noted above.

FLINT HOUSING COMMISSION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2018

Views of Responsible Officials:

The Commission has recently hired an HCV program director who is working closely with her department to streamline the process and place checks and balances in place to clear this finding in 2019. In addition, FHC has received funding for TA to be provided by Econometrica. They will assist HCV staff with streamlining process and creating checks and balances. Econometrica will also assist with development of a Quality Control Process to ensure program goals are being met.

Finding 2018-002 - Housing Assistance Payments (HAP)
Housing Choice Voucher Program – CFDA 14.871

Criteria:

The Code of Federal Regulations and HUD guidelines provide the requirements for payment of housing assistance payments (HAP) and how these payments are determined. HUD regulations CFR 982.451 and 982.505 prescribe the criteria for establishing HAP contracts and how to calculate assistance payments. These requirements include performing timely re-certifications to adjust HAP payments for changes in rent and tenant information.

Condition:

The Commission miscalculated the amount of HAP.

Cause and Effect:

This condition is a result of delays in the re-certification process and errors in the calculation of rents based on established HUD criteria, as noted in Finding 2018-001.

Context:

In 14 out of 60 HAP payments tested, the Commission miscalculated the amount of HAP. This is primarily due to the delays by the Commission in the recertification process as noted in Finding 2018-001. The Commission experienced delays in the recertification process and had to “catch-up” to become current. In the process of catching up, they identified errors in the rents paid.

Questioned Costs: None

Recommendation:

We recommend that the Commission develop a formalized schedule with documented oversight of when annual certifications are performed. In addition, the Commission should perform self-reviews on a consistent basis and specifically look for the finding noted above.

FLINT HOUSING COMMISSION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2018

Repeat Finding:

This is a repeat of PY Finding 2017-002.

Views of Responsible Officials:

The HCV staff at FHC is working diligently to catch up on all re-certifications. Actions taken include but are not limited to daily and weekly productivity monitoring, increased oversight and coaching, and formal training and certification. The HCV has a no interim policy except for the required interims per HUD's regulations. By implementing the no interim policy, it will reduce the administrative burden and allow the needed time for staff to complete annual certifications in timely manner. In addition, the HCV staff has been reminded of the verification hierarchy provided in PIH Notice 2010-19 in order to expedite the completion of the certifications.

FLINT HOUSING COMMISSION
SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
June 30, 2018

SECTION IV – PRIOR YEAR FINANCIAL STATEMENT FINDINGS

None.

SECTION V – PRIOR YEAR FEDERAL AWARD FINDINGS AND DEFICIENCIES

Finding 2017-001 – HQS Enforcement
Housing Choice Voucher Program – CFDA 14.871

Criteria:

The Code of Federal Regulations and HUD guidelines provide the requirements for annual inspections to ensure that housing units meet Housing Quality Standards (HQS). HUD regulations CFR 982.158 and 982.404 require inspections of units under HAP contracts that fail to meet HQS. The PHA must require the owner to correct any life-threatening deficiencies within 24 hours and all other HQS deficiencies within 30 calendar days after the inspection or within a specified PHA approved extension.

Condition:

Annual inspection and follow-up inspections of housing units were not done timely as required. Of 60 inspections tested, nine (9) of 21 failed inspections were not re-inspected within 30 days and four (4) of 60 were not completed timely.

Cause and Effect:

This condition appears to be the result of a lack of control over ensuring the timing of inspections and communication with tenants and landlords. This results in untimely inspections and follow-up and potential risk of conditions identified worsening. The effect is noncompliance with HUD regulations over the timing and follow-up of inspections.

Recommendation:

We recommend the Commission strengthen its internal controls in relation to the HQS inspection and reinspection process to ensure that they will be in compliance with HUD regulations and guidelines in the future.

Corrective Action Taken:

Quadel Consulting was hired (effective March 1, 2017) to assist with establishing internal controls to prevent this type of error in the future. **This finding has been cleared.**

FLINT HOUSING COMMISSION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2018

Finding 2017-002 - Housing Assistance Payments (HAP)
Housing Choice Voucher Program – CFDA 14.871

Criteria:

The Code of Federal Regulations and HUD guidelines provide the requirements for payment of housing assistance payments (HAP) and how these payments are determined. HUD regulations CFR 982.451 and 982.505 prescribe the criteria for establishing HAP contracts and how to calculate assistance payments. These requirements include performing timely re-certifications to adjust HAP payments for changes in rent and tenant information.

Condition:

In 18 out of 60 HAP payments tested, the Commission miscalculated the amount of HAP. In addition, the Commission identified approximately \$123,000 in HAP payments that were paid in error as a result of delays in the recertification process.

Cause and Effect:

This condition is a result of delays in the re-certification process and errors in the calculation of rents based on established HUD criteria.

Recommendation:

We recommend the Commission continue with their current plans for training and focus on compliance. During the Commission's self review, we recommend the Commission specifically look for the findings noted above.

Corrective Action Taken:

Quadel Consulting assisted in creating checklists and quality control practices to reduce errors and comply with Federal guidelines and Commission policies. Items listed above will be corrected where possible. **This finding is repeated in the current year as Finding 2018-002.**

**Attachment B:
2020 Public Housing
Admissions and Continued
Occupancy Policy (ACOP)**

Flint Housing Commission

Flint, Michigan

Admissions and Continued Occupancy Policy

Adopted by PHA Board of Commissioners

Resolution No.: _____

Date of Adoption: _____

Effective Date of Implementation: _____

Authorized Use by Flint Housing Commission

**Admissions and Continued Occupancy Policy
Implementation Schedule**

Distribution to Functional Areas

This policy has been distributed to staff in the following departments:

- Public Housing Managers
- Admissions/Occupancy Staff
- Financial Staff
- Maintenance Staff
- Other Specify: _____

Date Policy Prepared: _____

TABLE OF CONTENTS

INTRODUCTION AND STATEMENT OF LOCAL OBJECTIVES.....	8
CHAPTER 1. NONDISCRIMINATION AND PRIVACY REQUIREMENTS	10
A. GENERAL POLICY.....	10
B. SPECIFIC ACTIONS	11
C. SERVICE POLICY/REASONABLE ACCOMMODATIONS	12
D. TRANSLATION OF DOCUMENTS	14
E. PRIVACY POLICY	14
F. VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013(AWA)	15
G. CODE OF CONDUCT	16
CHAPTER 2. OUTREACH PROGRAM.....	17
A. OVERVIEW	17
B. PUBLIC NOTICE TO FAMILIES	17
C. SPECIAL OUTREACH.....	17
D. EQUAL OPPORTUNITY	18
E. PLANNING FOR OUTREACH	18
F. THE OUTREACH "MESSAGE"	18
G. OUTREACH TECHNIQUES.....	18
H. MONITORING AND EVALUATING OUTREACH EFFORTS	20
CHAPTER 3. APPLICATION FOR ADMISSION	21
CHAPTER 4. RECORD OF APPLICATIONS AND WAITING LIST	23
A. RECORD OF APPLICATIONS/WAITING LIST	23
B. ORGANIZATION OF THE WAITING LISTS	24
C. UPDATING THE WAITING LISTS.....	24
D. CLOSING THE WAITING LIST.....	25
E. OPENING THE WAITING LIST	25
F. APPLICANT FILES	26
CHAPTER 5. BASIC ELIGIBILITY REQUIREMENTS	28
A. GENERAL ELIGIBILITY REQUIREMENTS.....	28
B. U.S. CITIZEN, U.S. NATIONAL OR ELIGIBLE NON-CITIZEN IMMIGRATION STATUS	34
C. DELAY OF ASSISTANCE TO APPLICANT	35
D. APPEAL TO THE U.S. CITIZENSHIP AND IMMIGRATION SERVICES (USCIS).....	36
E. NON-ELIGIBLE IMMIGRATION STATUS	37
CHAPTER 6. SELECTION POLICIES AND PREFERENCES SYSTEM	38
A. POLICIES AND REQUIREMENTS	38
B. PREFERENCE POLICIES:.....	38
C. LOCAL PREFERENCES AND RANKING	39
CHAPTER 7. APPLICANT SCREENING AND DENIAL OF ADMISSION	42
A. APPLICANT SCREENING	42
B. CONSIDERATION OF FAVORABLE FACTORS.....	43
C. DENIAL OF ADMISSION.....	44
D. FALSIFIED OR MISREPRESENTED INFORMATION.....	45

E. MITIGATING CIRCUMSTANCES	45
CHAPTER 8. VERIFICATION REQUIREMENTS.....	47
A. GENERAL REQUIREMENTS	47
B. VERIFICATION HIERARCHY AS MANDATED BY HUD.....	47
C. PHA USE OF ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM.....	48
D. INFORMATION TO BE VERIFIED.....	51
E. RELEASE OF INFORMATION	52
F. AUTHORITY TO OBTAIN CRIMINAL HISTORY RECORDS.....	52
G. PERMITTED USE AND DISCLOSURE.....	53
H. RECEIPT OF INFORMATION FROM LAW ENFORCEMENT AGENCIES.....	54
I. DENIAL BASED ON CONSUMER REPORTING AGENCY CRIMINAL REPORTS.....	54
J. RECORDS MANAGEMENT.....	54
K. VERIFICATIONS THROUGH DRUG TREATMENT CENTERS	54
L. VERIFICATION OF INCOME.....	55
M. VERIFICATION OF FULLY EXCLUDED INCOME (PIH NOTICE 20134).....	55
N. VERIFICATION OF PARTIALLY EXCLUDED INCOME (PIH NOTICE 2013-4)	55
O. STREAMLINED ANNUAL REEXAMINATION INCOME DETERMINATION FOR FIXED INCOMES	56
P. ASSETS AND INCOME FROM ASSETS.....	56
Q. SELF-CERTIFICATION OF ASSETS.....	56
R. VERIFICATION OF DEDUCTIONS FROM INCOME.....	58
S. VERIFYING NON-FINANCIAL FACTORS.....	59
T. VERIFICATION OF LOCAL PREFERENCE.....	59
CHAPTER 9. DETERMINATION OF INCOME AND RENT CALCULATION.....	62
A. ANNUAL INCOME	62
B. INCOME INCLUSIONS.....	62
C. AVERAGING INCOME	70
D. FEDERALLY MANDATED INCOME EXCLUSIONS	70
E. EARNED INCOME DISALLOWANCE SELF-SUFFICIENCY INCENTIVE (EID).....	75
F. ASSETS.....	76
G. HUD REQUIRED DEDUCTIONS	79
H. MINIMUM RENT	83
I. PRORATED ASSISTANCE FOR "MIXED" FAMILIES	85
J. ZERO INCOME FAMILIES	85
CHAPTER 10. NOTIFICATION OF ELIGIBILITY	86
A. INELIGIBLE APPLICANTS	86
B. MOVE-IN ORIENTATION	87
CHAPTER 11. TYPES OF DEVELOPMENTS AND REQUIREMENTS	89
A. GENERAL OCCUPANCY DEVELOPMENTS.....	89
B. MIXED POPULATION DEVELOPMENTS.....	89
C. UNITS DESIGNED FOR THE DISABLED.....	90
D. DESIGNATED HOUSING	91
E. SEE APPENDIX C FOR DEVELOPMENT UNITS.....	91
CHAPTER 12. OCCUPANCY STANDARDS.....	93

CHAPTER 13. OFFERING THE UNITS (TENANT SELECTION AND ASSIGNMENT PLAN)	95
A. INCOME LIMITS AND TARGETING.....	95
B. DECONCENTRATION.....	95
C. UNIT OFFER.....	96
D. PRIMARY RESIDENCE.....	97
CHAPTER 14. RENTAL FEES AND OTHER CHARGES	99
A. TENANT RENT.....	99
B. LATE FEES.....	99
C. CHOICE OF RENT.....	99
D. TOTAL TENANT PAYMENT (TTP).....	101
E. SPECIAL REEXAMINATION.....	102
F. POLICIES TO OBTAIN A HEARING REGARDING AMOUNT OF RENT.....	102
G. CHARGES IN ADDITION TO RENT.....	103
CHAPTER 15. SECURITY DEPOSIT	104
CHAPTER 16. UTILITY ALLOWANCES	105
A. GENERAL POLICY.....	105
B. REASONABLE ACCOMMODATION OF RESIDENTS WITH DISABILITIES.....	108
CHAPTER 17. DWELLING LEASE	109
A. DWELLING LEASE TERM, RENEWAL, MODIFICATION AND TERMINATION.....	109
B. POLICIES.....	109
C. THIRTY (30) DAY DISPLAY AND COMMENT PERIOD.....	109
D. LEASE AGREEMENT CONTENTS.....	110
E. ADDITIONAL LEASE PROVISIONS.....	110
F. SPECIFIC DATA REQUIRED.....	111
G. TERMINATION OF LEASE.....	111
CHAPTER 18. REEXAMINATIONS	112
A. GENERAL REDETERMINATION REQUIREMENTS.....	112
B. PERMISSIBLE DEDUCTIONS.....	119
C. INTERIM RENT ADJUSTMENTS: FIXED RENT SYSTEM.....	119
D. FAILURE TO REPORT ACCURATE INFORMATION.....	120
E. PRESERVATION OF MIXED FAMILIES-CALCULATION OF RENT.....	121
CHAPTER 19. FAMILY DEBTS TO THE PHA	124
A. REPAYMENT AGREEMENT FOR FAMILIES.....	124
B. REMAINING FAMILY MEMBERS AND PRIOR DEBT.....	126
C. DEBTS DUE TO FRAUD/NON-REPORTING OF INCOME.....	126
D. FAMILY ERROR/REPORTING.....	126
E. PROGRAM FRAUD.....	126
F. REPAYMENT POLICIES FOR PROGRAM FRAUD.....	126
G. WRITING-OFF DEBTS.....	127
CHAPTER 20. PROGRAM INTEGRITY	128
A. INVESTIGATION OF SUSPECTED ABUSE AND FRAUD.....	128
B. STEPS TO DETECT PROGRAM ABUSE AND FRAUD.....	128
C. HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD.....	130
D. INVESTIGATIONS OF ALLEGATIONS OF ABUSE AND FRAUD.....	130
E. EVIDENCE AND STATEMENTS OBTAINED BY THE PHA.....	131
F. EVALUATION OF THE FINDINGS.....	131
G. ACTION POLICIES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED.....	131

H.	MISREPRESENTATIONS.....	132
I.	THE TENANT CONFERENCE FOR SERIOUS VIOLATIONS AND MISREPRESENTATIONS	132
J.	DISPOSITION OF CASES INVOLVING MISREPRESENTATION	133
K.	NOTIFICATION TO RESIDENT OF PROPOSED ACTION	133
CHAPTER 21. INSPECTIONS.....		134
A.	MOVE-IN/MOVE-OUTDWELLING UNIT INSPECTIONS	134
B.	ANNUAL INSPECTIONS.....	135
C.	TIME OF INSPECTIONS	135
CHAPTER 22. OTHER MATTERS.....		136
A.	LEAD-BASED PAINT NOTIFICATION AND RECORDS	136
B.	UTILITY REIMBURSEMENT	136
C.	PET OWNERSHIP.....	136
D.	TRANSFERS	136
E.	EMERGENCY TRANSFER PLAN (ETP).....	137
F.	COLLECTION.....	137
G.	TERMINATION OF LEASE	137
H.	GRIEVANCE PROCEDURES	138
I.	COMMUNITY SERVICE/SELF-SUFFICIENCY REQUIREMENTS.....	138
J.	HOUSEKEEPING STANDARDS	138
K.	VEHICLE POLICY.....	138
L.	REGISTRATION OF VEHICLES	138
M.	PREEMPTION OF RESTRICTIONS ON PLACEMENT OF SATELLITE, ANTENNA...	138
N.	OCCUPANCY OF POLICE OFFICERS.....	139
O.	FAIR HOUSING and EQUAL OPPORTUNITY.....	139
P.	DISCLAIMER POLICY.....	139
APPENDIX A: LIST OF CHARGES IN ADDITION TO RENT		141
APPENDIX B: UTILITY ALLOWANCES OR CONSUMPTION ALLOWANCES		142
APPENDIX C: DEVELOPMENTS OF SITES BY TYPE.....		143
APPENDIX D: PHA INCOME LIMITS.....		144
APPENDIX E: TABLE OF FLAT RENTS		145
APPENDIX F: SECURITY DEPOSITS.....		148
APPENDIX G: TERMINATION AND EVICTION POLICY		149
A.	RIGHTS AND RESPONSIBILITIES	150
B.	CONSIDERATION OF FAVORABLE FACTORS	150
C.	DOMESTIC VIOLENCE	151
D.	TERMINATION BY FAMILY	152
E.	THE PHA MUST PROVIDE RESIDENTS A NOTICE OF TERMINATION AS FOLLOWS.	152
F.	FUTURE ELIGIBILITY FOR ASSISTANCE	153
APPENDIX H: GRIEVANCE PROCEDURES.....		155
A.	PURPOSE AND SCOPE.....	156
B.	GOVERNING LAW	156
C.	DEFINITIONS	156
D.	INCORPORATION IN LEASES.....	157
E.	EXCEPTIONS	158
F.	PROCESSING GRIEVANCES.....	158
G.	PROCEDURES TO OBTAIN A HEARING.....	159
H.	EXPEDITED GRIEVANCE PROCEDURES.....	160

I.	SELECTION OF HEARING OFFICER OR HEARING PANEL:.....	161
J.	HEARING PREREQUISITE:	161
K.	ESCROW DEPOSIT:	161
L.	SCHEDULING HEARINGS:.....	161
M.	PROCEDURES GOVERNING THE HEARING	161
N.	PREVIOUS DECISION	162
O.	FAILURE TO APPEAR:.....	162
P.	ENTITLEMENT AND JUSTIFICATION.....	162
Q.	CONDUCT OF THE HEARING:	162
R.	TRANSCRIPT:.....	163
S.	ACCOMMODATION TO PERSONS WITH DISABILITIES.....	163
T.	LIMITED ENGLISH PROFICIENCY	163
U.	DECISION OF THE HEARING OFFICER OR HEARING PANEL.....	163
V.	SUBSEQUENT ACTIONS.....	164
W.	JUDICIAL PROCEEDINGS.....	164
X.	PHA NOTICE.....	164
Y.	CONCURRENT NOTICE	164
Z.	MODIFICATION	166
	APPENDIX I: TRANSFERS AND TRANSFER WAITING LIST	167
A.	NON-DISCRIMINATION	168
B.	TYPES OF TRANSFERS	168
C.	PROCESSING TRANSFERS.....	170
D.	GOOD RECORD REQUIREMENT FOR TRANSFERS	170
E.	COST OF TRANSFERS.....	171
F.	NOTICE OF TRANSFER.....	171
	APPENDIX J: HOUSEKEEPING STANDARDS POLICY.....	174
A.	AUTHORITY RESPONSIBILITY.....	175
B.	RESIDENT RESPONSIBILITY	175
C.	INTERIOR STANDARDS.....	176
D.	EXTERIOR STANDARDS.....	176
	APPENDIX K: IRS PUBLICATION 502 - MEDICAL AND DENTAL EXPENSES	178
	APPENDIX L: DEFINITIONS	179

Introduction and Statement of Local Objectives

The overall objective of the Flint Housing Commission hereinafter referred to as (PHA) is to provide housing for low-income families that is decent, safe, sanitary, and in good repair, on a continuing basis. The PHA's residents play an important role in the PHA's ability to accomplish this mission. Selection and approval of housing residents and their continued occupancy of units affects rental income, maintenance of dwelling units, safety and security of residents and PHA employees, and the impressions or perceptions that the PHA makes on the general public.

Consequently, it is essential that an authority have written policies and procedures that provide for adequate screening of applicants and for continued occupancy of dwelling units by residents. This policy is also in compliance with the Rental Housing Improved Integrity Program (RHIP) as set forth by the Department of Housing and Urban Development (HUD).

This document contains the PHA's policies pertaining to the admissions and continued occupancy of public housing residents. It is organized basically in the order of concerns that responsible PHA staff members encounter in selecting and reexamining residents. These policies include requirements in the Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964 and other civil rights requirements, HUD regulations, the Annual Contributions Contract, and state and local laws.

PHA staff members in the housing management area are primarily responsible for implementing the policies contained in the following sections of this document.

Local Objectives

In addition to the general statement above, the Admission and Continued Occupancy Policy (hereinafter referred to as the ACOP) is designed to achieve the following objectives:

- To provide improved living conditions for very low-income families while maintaining their rent payments at an affordable level;
- To operate a socially and fiscally sound public housing agency that provides drug-free, decent, safe and sanitary housing with a suitable living environment for residents and their families;
- To avoid concentrations of economically and socially deprived families in any one or all of the PHA's public housing developments;
- To lawfully deny the admission of applicants, or the continued occupancy of residents whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents, or, the physical environment of the neighborhood, or, create a danger to PHA employees.

Smoke -Free Living Environment

The PHA is dedicated to protecting the health and safety of its residents. In recognition that direct exposure to smoke or involuntary exposure to secondhand smoke can cause respiratory illness, heart disease, asthma, cancer and/or other adverse health effects and to reduce the risk of fires and maintenance cost, the PHA has implemented and adopted the Smoke-Free in Public Housing Policy.

SMOKE-FREE POLICY

In compliance with 24 CFR 965 Subpart G, Smoke-Free Public Housing, the Flint Housing Commission (FHC) shall be a smoke-free community effective July 1, 2018. All FHC properties shall be smoke-free. Smoking of any kind and/or the burning of incense is strictly prohibited. The Smoke-Free Policy applies to all FHC owned properties regardless of location. No smoking or burning of incense is permitted in any indoor or outdoor area. This policy includes all residential homes, townhomes and apartment units, including the single family homes.

The Smoke-Free Policy also covers grounds and parking lots so there is no smoking allowed in vehicles parked in the parking lots.

FHC will be a totally smoke-free community. Smoking is prohibited by residents, their guests and visitors, FHC employees and service providers, contractors and all other persons.

“No Smoking” and “Smoke Free Community” signs will be posted inside and outside of all buildings.

Definition of Smoking

The term “smoking” means inhaling, exhaling, breathing, burning, carrying or possessing any lighted cigar, cigarillo, cigarette, pipe, plant other tobacco product (**marijuana**) or related substance or product. It also means inhaling, exhaling, breathing, carrying or possessing any activated electronic smoking device, commonly known as e-cigarettes or “vapes”. It also means smoking or vaporizing tobacco or other plant material in a water pipe or Hookah.

Definition of Incense

A gum, spice or other substance that is burned for the odor it produces.

Lease Violation

Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this policy will constitute a material and serious violation of the Lease. In addition, residents found to have violated this policy will be responsible for all costs to remove smoke odor and/or residue.

Enforcement

FHC will take steps in response to smoking policy violation when FHC has actual knowledge or evidence of smoking. Evidence of smoking includes, but is not limited to, odor of fresh or stale smoke, observing ashes or cigarette butts, observing burn marks on furniture, appliances or flooring. FHC will use the following guidelines:

1st Violation – Written warning of the Policy and Lease violation **and \$50 fine**

2nd Violation – 30 Day Lease Termination Notice with the option to remedy by signing a Last Chance Agreement

3rd Violation – 30 Day Lease Termination Notice with **NO** option to remedy.

PAGE LEFT INTENTIONALLY BLANK

CHAPTER 1. Nondiscrimination and Privacy Requirements

In making decisions concerning admissions and occupancy of dwelling units, the PHA must comply with requirements against discrimination contained in Civil Rights legislation enacted in the 1960's and subsequently legislation concerning the disabled, familial status and the aged. The following outlines the PHA's general policy concerning the requirements and specific actions to be taken in the admission and occupancy process.

A. General Policy

1. The Flint Housing Commission, Flint, Michigan, will not discriminate against any person or family because of race, color, creed, age, sex, religion, disability, national origin, actual or perceived sexual orientation or gender identity, marital status or familial status in any phase of the occupancy process. The occupancy process includes, but is not limited to, application processing, leasing, transfers, delivery of management and maintenance services, access to common facilities, treatment of residents, and termination of tenancy.
2. The PHA shall not deny admission to an applicant or participant who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualifies for admission or assistance.
3. There will be no intimidation or retaliatory actions by the PHA or its staff against any applicant or resident because of participation in civil rights activities, or for having asserted any civil rights under statute, regulations, or requirements pursuant thereto.
4. The race, color, or national origin of the residents of the dwelling units or of the staff will not be a factor in the assignment of managers and other staffs responsible for the administration of the public housing program.
5. The PHA will abide by the nondiscrimination requirements of 24CFR 960.203:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d), which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance. (24 CFR part 1)
 - b) The Fair Housing Act of 1988 (42 U.S.C. 3601-3619), also prohibits discrimination in housing practices based on disability in residential real estate related transactions. (24 CFR parts 100, 108, 109, 110)
 - c) Executive Order 11-63 on Equal Opportunity Housing. (24 CFR part 107)
 - d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination based on disability in programs receiving Federal financial assistance. (24 CFR part 8)
 - e) The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), which prohibits discrimination based on age in programs receiving Federal financial assistance (24 CFR part 146)
 - f) Title II of the Americans with Disabilities Act. (42 U.S.C. 12101-12213)
 - g) Executive Order 131666 requiring agencies and grantees to take affirmative steps to communicate with people who need services or information in a language other than English. (Improving Access to Services for Persons with Limited English Proficiency [LEP])
 - h) Obligation to Affirmatively Further Fair Housing (24 CFR §903.7(o))

B. Specific Actions

1. The PHA will not, on the grounds of race, color, creed, sex, religion, age disability, national origin, actual or perceived sexual orientation or gender identity, marital status or familial status:
 - a) Deny a person or family admission to housing;
 - b) Provide housing which is different than that provided to others, except for elderly and/or disabled where accessibility features may be required;
 - c) Subject a person to segregation or separate treatment;
 - d) Restrict a person's access to any benefit enjoyed by others in connection with housing programs;
 - e) Treat a person differently in determining eligibility or other requirements for admission;
 - f) Deny any person access to the same level of services provided to others;
 - g) Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing programs.
2. It will not intimidate, threaten or take any retaliatory action against any applicant or resident because of a person's participation in civil rights activities or assertions of civil rights.
3. It will not deny physically disabled persons an opportunity to apply for housing due to inaccessible application offices. Accessibility to the main office is available.
4. It will not assign employees in a way that would result in discrimination against applicants or residents.
5. It will make sure that all employees of the PHA, especially those who are involved in the admissions process, are familiar with discrimination and nondiscrimination requirements.
6. It will prominently display a fair housing poster at:
 - a) Each office where applications are taken; and
 - b) Each management office, except single-family dwellings.
7. It will maintain information on the race, ethnicity (Hispanic or non-Hispanic), sex and age of the head of the household of all applicants and residents.
8. It will not discriminate in the rental of, or otherwise make unavailable or deny, a dwelling to any renter because of a disability of:
 - a) That renter;
 - b) A person residing in or intending to reside in that dwelling after it is rented, or made available; or
 - c) Any person associated with that person.
9. It will not discriminate against any person in the terms, conditions or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - a) That renter; a person residing in or intending to reside in that dwelling after it is rented, or made available; or
 - b) Any person associated with that person.

10. It will not make inquiry to determine whether an applicant for a dwelling, a person intending to reside in that dwelling after it is rented or made available, or any person associated with that person, has a disability, or make an inquiry as to the nature of severity of a disability of such a person. Furthermore, the PHA will not inquire whether an applicant or resident is "capable of living independently". However, this paragraph does not prohibit the PHA from making the following inquiries, provided that these inquiries are made of all applicants, whether or not they have disabilities.
- a) Inquiry into an applicant's ability to meet the requirements of tenancy;
 - b) Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or persons with a particular type of disability;
 - c) Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with particular type of disability should such priority be a part of the PHA's policy;
 - d) Inquiry to determine whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance, except that such persons who claim eligibility as disabled due to drug or alcohol abuse alone are not eligible for housing; or
 - e) Inquiry to determine whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance, or of any violent crime.
11. The PHA will not require that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals, or whose tenancy would result in substantial physical damage to the property of others. *Chapter 7. Applicant Screening and Denial of Admission*, of this policy, will describe in detail how such individuals will be identified prior to occupancy.
12. The PHA reviews its policies and procedures, at least annually, to assure compliance with all civil rights requirements.

C. Service Policy/Reasonable Accommodations

1. The PHA's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access and utilize the housing programs and related services.
2. The PHA will identify and eliminate situations and/or procedures that create barriers to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, the PHA will make structural modifications to its housing and non-housing facilities and make reasonable accommodations or combinations of structural modifications and reasonable accommodations, provided that the modifications can be accomplished without undue financial and/or administrative burden. If providing a requested modification results in a fundamental alteration in the nature of the program or an undue financial/administrative burden, the PHA need not provide that accommodation. However, the PHA is required to provide any other accommodation that would not result in undue financial and/or administrative burden or fundamental alteration of the program.
3. Requests for reasonable accommodation from persons with disabilities may be presented to an employee of the PHA. The request may be written, verbal or presented in another understandable manner. The employee receiving the request will deliver the request to the occupancy staff person assigned to the applicant/resident or other designated staff who are authorized to process that request and seek verification of the need for the accommodation. The accommodation will be granted upon receipt of third-party

verification that the accommodation meets the need presented by the disability and does not result in substantial alteration of the program or create an undue financial or administrative burden on the PHA. Should the request be denied, an applicant may request an informal meeting to appeal the decision and a resident may request a hearing under the PHA's Grievance Procedures.

4. Reasonable accommodations will be made for persons with a disability who require an advocate, accessible offices, or alternative locations for making application, including their home or a service agency. A designee will be allowed to provide some information, but only with the permission of the person with the disability.
5. All PHA mailings will be made available in an accessible format upon request as a reasonable accommodation.
6. In response to a request for a reasonable accommodation, a housing provider may request reliable disability-related information that (1) is necessary to verify that the person meets the Act's definition of disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities, (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation.
 - a) A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.
 - b) Once a housing provider has established that a person meets the Act's definition of disability, the provider's request for documentation should seek only the information that is necessary to evaluate if the reasonable accommodation is needed because of a disability. Such information must be kept confidential and must not be shared with other persons unless they need the information to make or assess a decision to grant or deny a reasonable accommodation request or unless disclosure is required by law (e.g. a court-issued subpoena requiring disclosure). (Department of Justice and HUD joint statement, May 17, 2004).
7. The PHA will make a reasonable effort to provide accessibility to an individual with a long-term but temporary disability that limits their mobility or other major life activities. In such cases, their lease will specify that they will be required to relocate to another unit when the need for the accessibility features is no longer required. The temporary nature of the disability and the approximate length of time of the disability will be verified through a qualified health or services professional.
8. The PHA will not permit these policies to be subverted to do personal or political favors. The PHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, Federal law, and the civil rights of the other families on the waiting list.
9. The PHA will also provide reasonable accommodation in order to ensure equal access to the programs during the admissions phase. These accommodations may include but are not limited to:
 - a) Mail application to the applicant
 - b) Accept applications on behalf of disabled applicants from social service agencies which serve the disabled

- c) Provide assistance for hearing and sight impaired persons

D. Translation of Documents

In determining whether it is feasible to translate documents into other languages or Braille for the blind, the PHA will consider the following factors:

1. The number of applicants and residents who do not speak English and speak another language or need Braille for adequate understanding.
2. The cost per client of translating the documents into another language or into Braille.
3. The availability of translation and/or interpreter services in the PHA's jurisdiction.
4. Documents intended for use by applicants and residents will be made available in formats accessible to those with vision or hearing impairments. Equally important, the documents will be simply and clearly written to enable applicants with learning or cognitive disabilities to understand as much as possible. It is also understood that many of the public housing related concepts may need to be explained more than once to applicants/residents. Sign language interpreters may be provided for hearing-impaired applicants/residents if requested as a reasonable accommodation. For applicants/residents the intake/occupancy staff will read and explain orally anything they would normally hand to an applicant/resident to be read or filled out. Staff will assist in completing forms and other required documents for persons unable to write.
5. At a minimum, the PHA will prepare the following information in a clearly written accessible format:
 - a) Marketing and informational material;
 - b) Application process information;
 - c) The application;
 - d) All form letters and notices to the applicant/resident;
 - e) The PHA's general policy regarding reasonable accommodation;
 - f) New resident orientation materials;
 - g) The lease and any applicable house rules;
 - h) Guidance/instructions on care of the housing unit;
 - i) Information on opening, closing and updating the waiting list;
 - j) All information related to applicant/resident rights (informal/formal hearings grievance procedures, etc.).

E. Privacy Policy

1. It is the PHA's policy to guard the privacy of individual applicants and residents in accordance with the Privacy Act of 1974, and to ensure the protection of those individuals' records maintained by the PHA. The PHA does not allow the disclosure of any personal abuse/treatment or criminal background contained in any of their records to any person or agency without express written consent of the affected individual, or as required by law or regulation. However, this privacy policy in no way limits the PHA's right or ability to determine the applicant's suitability for tenancy or evaluate the resident's suitability for continued occupancy.

F. Violence Against Women Reauthorization Act of 2013 (VAWA)

The PHA shall provide each applicant and resident assisted under public housing of the U.S. Housing Act of 1937 the Notice of Occupancy Rights and certification form.

1. The Notice of Occupancy Rights explains the VAWA protections including the rights to confidentiality and any VAWA protection limitations.
2. The certification form is to be completed by the victim to document an incident of a VAWA crime, that:
 - a) States that the applicant or resident is a victim of domestic violence, dating violence, sexual assault, or stalking
 - b) States that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection, meets the applicable definition for such incident; and
 - c) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide.
3. The PHA shall provide the Notice of Occupancy Rights and the certification form to the applicant or resident no later than at each of the following times:
 - a) At the time the applicant is denied assistance or admission;
 - b) At the time the individual is provided assistance or admission;
 - c) With any notification of eviction or notification of termination of assistance; and
 - d) During the 12-month period following December 16, 2016, either during the annual reexamination or lease renewal process. If there will be no reexamination or lease renewal for the resident during the first year after the rule takes effect, the PHA shall provide the Notice of Occupancy Rights and the certification form through other means.
4. The PHA shall retain in strictest confidence all information pursuant to VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking.
5. The PHA shall not allow any individual administering assistance on behalf of the PHA, in the employ of the PHA, or any persons within the PHA's employ (e.g., contractors) to have access to VAWA confidential information unless explicitly authorized by the PHA that specifically call for these individuals to have access to the information under applicable Federal, State, or local law.
6. The PHA shall not enter the VAWA confidential information into any shared database or disclose the information to any other entity or individual, except to the extent that the disclosure is:
 - a) Requested or consented to in writing by the individual in a time-limited release;
 - b) Required for use in an eviction proceeding or hearing regarding termination of assistance; or
 - c) Otherwise required by applicable law.

In accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency), the PHA shall make available The Notice of Occupancy Rights and the certification form in multiple languages.

G. Code of Conduct

In accordance with the Annual Contributions Contract, Section 19, Conflict of Interest, the PHA has established a written code of conduct for conducting business in accordance with core values and ethical standards. (See also PHA's Conduct Standards Policy.)

1. Neither the PHA, nor any of its contractors or subcontractors, may enter into any contract or arrangement in connection with tenant-based programs in which the following class of persons has any interest, direct or indirect, during tenure or for one year thereafter.
 - a) Any present or former member or officer of the PHA, or any member of the officer's immediate family; exempted is any present or former resident commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation.
 - b) Any employee of the PHA, any contractor or subcontractor, any agent of the PHA, who formulates policy or who influences decisions with respect to the PHA's programs;
 - c) Any public official, member of a local governing body, or state or local legislator, or any members of such individuals' immediate family who exercises, function, or has responsibilities with respect to the PHA's programs;
 - d) Any member of the Congress of the United States; and
 - e) Any member of the classes described in paragraph 1 of this section must disclose their interest or prospective interest to the PHA and HUD.
2. The PHA's Code of Ethics Policy prohibits solicitation or acceptance of gifts or gratuities, in excess of nominal value, by any officer or employee of the PHA, any contractor or subcontractor, or agent of the PHA.

The PHA shall adhere to the Code of Conduct and shall sanction and/or terminate an officer, employee, or agent of violations consistent with applicable state or local law.

The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

CHAPTER 2 Outreach Program

A. Overview

1. The purpose of the PHA's outreach program is to inform eligible families of the availability of the public housing program and to attract a sufficient number and variety of applicants to fill all vacancies as they arise.
2. The PHA conducts affirmative marketing when needed to specified types of groups of families to assure that all eligible participants have an equal opportunity to utilize the program.
3. It will also conduct other outreach efforts from time to time if it finds that certain categories of families are not making applications in sufficient numbers to keep all dwelling units occupied.

B. Public Notice to Families

Each time the PHA receives or acquires an allocation of new units or its waiting list has been depleted, it 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 its housing assistance for low-income families, unless it has earlier suspended application-taking and the size of the new allocation of dwelling units does not warrant resumption of such procedures. In addition to publishing the notice in local newspapers, the Agency may utilize free advertising via broadcast public service announcements.

1. The notice may also be posted at churches, public service/government offices, supermarkets, homeless shelters and senior/youth community centers to broaden outreach efforts.
2. The public notice will:
 - a) Advise families where they may apply for the program;
 - b) Give a brief description of the program;
 - c) State that applicants must submit a written application if they wish to apply; and
 - d) Itemize the income limits for eligibility, including the low-income limits up to eighty percent (80%) of the local area median income (AMI).

C. Special Outreach

As needed, the PHA will take affirmative action in marketing the program, to assure that opportunities for program participation are adequately publicized to the following:

1. Families identified by the PHA as being among those least likely to apply. These families may include the frail elderly, homeless and disabled because of their inability to travel to the PHA's application office.
2. Families identified in the jurisdiction's Consolidated Plan as being expected to reside in the PHA's jurisdiction because of present and planned employment.

D. Equal Opportunity

All outreach efforts must be accomplished in accordance with the nondiscrimination requirements of Federal and state laws, and HUD guidelines for fair housing that require the use of the equal opportunity logo, statement and slogan.

E. Planning for Outreach

1. Within the constraints of its financial resources and the number of applicants needed, the PHA may utilize some or all of the following methods to attract eligible families:
 - a) Identify local resources for performing outreach functions, such as the PHA staff, community groups and agencies, elements of city and county governments, colleges and universities;
 - b) Post notices in places of employment, unemployment offices, welfare offices, Post Offices, grocery stores, churches, community halls, city and county offices, utility companies, day-care centers, Salvation Army offices, laundry facilities and senior citizen centers;
 - c) Place news stories in daily and weekly newspapers and other local publications;
 - d) Request public service announcements by local radio and television stations of English and any other language common to the area;
 - e) Make oral presentations before organizations, groups and agencies that serve the elderly, disabled, homeless and victims of domestic violence;
 - f) Place notices in church bulletins and newsletters; and
 - g) Encourage applicants and residents to inform their friends and relatives about the public housing program.

F. The Outreach "Message"

1. The outreach message will inform families of where, when and how families may apply for the program, and will also include information about the PHA's application procedures.
2. The PHA will also stress characteristics of the housing program which appeal to low income families, such as the fact that the rent is based on income and includes the cost of utilities (except telephone, *NC* and cable); and dwelling units may be more attractive in appearance than the single-family homes or rental units where applicants currently live. Applicants should also be advised that families, as well as elderly or disabled residents may own a pet (service animals for the disabled are allowed in any unit and are exempt from the PHA's pet ownership rules on size, type and weight).

G. Outreach Techniques

Family characteristics, ethnic backgrounds, income levels, ages, health and employment opportunities are all among the various factors which influence family decisions on whether to apply for public housing. As needed, special efforts will be made to attract the following types of families when the number of residents in these categories is low in relation to all the resident population.

1. Non-elderly, "working poor" families receiving no welfare or other public assistance income, and whose members are only marginally employed.
 - a) Such families are usually less knowledgeable about government assistance programs, and although eligible, may be reluctant to apply, since they perceive such assistance as "charity" or "welfare".
 - b) To attract working poor families, the PHA will emphasize the confidentiality of the application and income/assets information, the objective of providing decent, safe, sanitary housing in good repair; and that having affordable housing may help the family improve financial condition and be a key factor in upward mobility and self-sufficiency.
2. Elderly families whose heads, spouses, or sole members are sixty-two (62) years of age or older.
 - a) Some senior citizens, like the working poor families, may be reluctant to apply for public housing. Limited mobility, a desire to retain their possessions and remain in familiar surroundings, and incorrect information about having to sacrifice assets may all influence an elderly person's decision on whether or not to apply for public housing.
 - b) To attract elderly families, the PHA will use some of the same techniques it uses on working poor families, including the following:
 - (1) Contacting the elderly person or family personally;
 - (2) Providing information to groups and organizations representing the elderly;
 - (3) Taking applications at the elderly person's home if transportation is unavailable or mobility is a problem; and
 - (4) Enlisting the support and assistance of groups, organizations and agencies representing the elderly.
3. Homeless Families
 - a) The PHA will contact welfare agencies, churches, food centers, temporary shelters, and other groups or locations serving homeless families.
 - b) The Agency may also engage in a Memorandum of Understanding with social service groups to facilitate referrals between the agencies.
4. Individuals with disabilities, families including a person with disabilities and families that include persons who may be unable to complete an application without assistance.
 - a) In hardship cases, the PHA may take applications at the home of applicants, or by mail, if requested to do so by applicants or their guardians.
 - b) The PHA may encourage interested service agencies to assist such as persons in the application process and may contact organizations that provide services to the disabled, to explain the public housing program and distribute information and guidance on the program.
 - c) Dwelling units of any size may be used to accommodate elderly or disabled persons living alone, in pairs, or in small groups, in accordance with the PHA's Occupancy Standards.

5. Involuntarily displaced families, such as those affected by new streets, roads or highways which make their current dwellings uninhabitable, or families whose rental apartments have been converted into other types of housing, such as condominiums. Possible actions that can be taken include the following:
 - a) Monitor local news media reports of code enforcement, community redevelopment, rehabilitation and new housing developments;
 - b) Participate in the meetings of local governing bodies to monitor the responses of affected families;
 - c) Contact the officials, agents, or representatives responsible for the new situations and offer assistance in providing housing for the affected clients; and
 - d) If possible, obtain the names and addresses of affected families and mail letters to them on a housing program.

H. Monitoring and Evaluating Outreach Efforts

The PHA will establish and maintain internal documentation and monitoring procedures that will enable it to analyze the effectiveness of its outreach program. For example, it may design an appropriate form and, as part of its application process, ask each applicant how they heard about the public housing program, especially families among the groups identified as the least likely to apply. Such procedures will help the PHA determine the cost effectiveness of each method of outreach, as well as show where the outreach program needs to be improved, discontinued, or emphasized.

CHAPTER 3. Application for Admission

During open application periods, the PHA will accept applications at the main administrative office at 3820 Richfield Road, Flint, MI 48506. Each person or family seeking admission to a unit must submit a written application. When applications are being accepted, the PHA will accept the applications during regular business hours. Families may contact the PHA between the hours of 8:00 am to 5:00 pm, Monday through Friday, to check their status on the waiting list. Steps for processing the applications are outlined below. Accessibility is available or will be provided as a reasonable accommodation for the disabled.

1. Unless the PHA's waiting list is closed, it will accept an application from any person or family who wants to apply, even if an informal discussion indicates that the applicant may not be eligible.
2. The application must be signed, date-stamped and time- stamped and referred to a central resident selection and assignment office for processing.
3. Each application will be processed only to the extent necessary to determine initial eligibility based on information provided on the application or placement on the waiting list.
4. During periods of time when application taking is closed, the PHA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.
5. The application must be fully completed and signed by the applicant. The PHA will provide assistance in completing the application as a reasonable accommodation for persons with disabilities.
6. The PHA may request documentation from the applicant needed to verify the information provided at the time of application is taken. All information necessary to determine appropriate placement on the waiting list including documentation of need for a reasonable accommodation or family composition will be requested.
7. In addition to obtaining information from the applicant, the PHA will respond to questions from the applicant, and will provide whatever PHA-related information the applicant may desire, including information about the public housing program, the dwelling lease, and the number of bedrooms in units at various developments or sites.
8. The PHA will also inform applicants of any other housing assistance programs the PHA administers. If the applicant is interested, the PHA will advise the applicant how and where to apply for those programs. The PHA will also advise applicants about housing assistance programs in other localities, where available.

9. The PHA may take applications at more than one location. The PHA may also take applications in outlying areas on specific days. The PHA will make special arrangements including but not limited to approving a reasonable accommodation, to mail the applications to persons who are unable to come to the office, such as elderly or disabled persons. It may also utilize other locations as will afford applicants the greatest opportunity to exercise their rights under the resident selection and admissions policies and procedures. The staff may make arrangements for non-elderly/disabled families including but not limited to mailing an application to the family and accepting application electronically.
10. The PHA will inform all applicants of the availability of any local preferences and will give all applicants an opportunity to claim for a preference.
11. If the PHA determines that the notification of the availability of local preferences to all applicants on a waiting list is impracticable because of the length of the list, it may provide this notification to fewer than all applicants on the list at any given time. The PHA will, however, have notified a sufficient number of applicants that, on the basis of its determination of the number applicants who are on the waiting list who claim preferences, and the anticipated number of admissions:
 - a) There is an adequate pool of applicants who are likely to qualify for local preferences; and
 - b) It is unlikely that, on the basis of the PHA's criteria for applying the local preferences, that any applicant who has not been notified would receive assistance before those who received notification.
12. Applicants must provide proof that utilities can be obtained in their name during the orientation process and in order to be offered a unit.

CHAPTER 4. Record of Applications and Waiting List

The following are policies for documenting actions taken by PHA employees in processing applications for dwelling units.

A. Record of Applications/Waiting List

1. Each applicant's name will be placed on the PHA's Record of Applicant/Community-Wide or Site-Based Waiting List, based on the date and time the application is received and any applicable preferences.
 - a) The PHA will assure that at least forty percent (40%) of annual new admissions shall be an extremely low-income family. A very low-income family whose annual income does not exceed the higher of:
 - (1) The poverty guidelines established by the Department of Health and Human Services (DHHS) applicable to the family of size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or
 - (2) 30% of the median income for the area, as determined by HUD, with adjustment for smaller and larger family, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.
2. The Record of Applications/Waiting List will include, at a minimum, the following:
 - a) The applicant's name;
 - b) Date and time of application;
 - c) Race/ethnicity of the head of household;
 - d) Unit size required based on PHA occupancy standards;
 - e) Determination of eligibility or ineligibility;
 - f) The applicant's preferences;
 - g) The date and time the applicant was offered a unit;
 - h) The unit number and location;
 - i) The date the applicant was assigned a unit, or the date the applicant rejected the assignment; and
 - j) Any circumstances pertaining to assignment of a unit, such as removing the applicant's name because the applicant requested it be done;
3. Consistent with the objectives of Title IV of the Civil Rights Act of 1964, other statutory requirements and HUD regulations and policies the PHA will make offers from the Record of Applications only based on the date and time of application local preferences, and bedroom size needed.

B. Organization of the Waiting Lists

1. The Record of Applications (Waiting List) will be organized in such a manner that the PHA can easily identify the date and time the application was submitted, the applicant's preferences for admission (based on the local preferences,) the size and type of unit needed, and other decision-making factors.
2. The PHA will not solicit a statement from any applicant regarding his or her desire to live in a particular development or group of developments.
3. Waiting lists are community-wide in scope. Changes in the scope of the waiting list will be duly adopted by the Board of Commissioners and incorporated into this document by reference following a period of thirty (30) days posting.
4. In order to achieve the PHA's goal of income targeting and income mixing, the Agency may utilize the assignment of one (1) person per bedroom as an incentive when necessary and as adopted by the Board of Commissioners.
5. HUD recommends that PHA's housing needs assessments specifically include people experiencing domestic violence, dating violence, sexual assault and stalking.
6. The PHA may create a preference or limited preference specifically for people who are referred by partnering service organizations.

C. Updating the Waiting Lists

1. The PHA may update (purge) its waiting list at least every twelve (12) months in order to remove the names of applicants who are no longer interested in being admitted, no longer qualify for admission or who cannot be located.
2. The PHA waiting list document is the reason for removing any applicant's name from the waiting list(s).
3. The PHA requires applicants to report, in person or in writing any changes in family composition or circumstances, and any significant changes in income or assets that would affect the family's eligibility, the type of development or the size and type of unit needed.
4. If an applicant does not respond to the PHA's efforts to contact them regarding continued interest, updates, additional information or offers of assistance, the applicant will be removed from the waiting list and their application withdrawn.
5. Application Rejection and Removal from the Waiting List

The PHA will remove an applicant's name from the waiting list under the following conditions:

- a) The applicant requests that their name be removed; or
- b) The applicant is advised in writing to inform the PHA of the applicant's continued interest by a particular time, and the applicant fails to do so; or
- c) The PHA makes reasonable efforts to contact the applicant to determine if there is continued interest, but the PHA is unsuccessful in locating the applicant; or
- d) The PHA makes reasonable efforts to contact the applicant to schedule interviews necessary to complete the application process or to obtain information necessary to process the application, and the applicant fails to respond; or
- e) The applicant fails to keep a scheduled interview or provide necessary information for application processing or waiting list maintenance. The PHA will notify the applicant that he/she has five (5) working days to reschedule or provide requested information. The applicant must call the PHA within forty-eight (48) hours in advance if they are unable to attend the second appointment. If the applicant fails to respond, their application will be withdrawn. However, the PHA will consider mitigating

circumstances such as health problems or lack of transportation in determining whether the application should be withdrawn;

- f) The applicant fails to complete any required pre-occupancy classes/orientation;
- g) If after initial determination of eligibility, a member of the applicant family has:
 - (1) Become required by law to register for lifetime as a sex offender.
 - (2) Become involved in drug or violent criminal activity as determined by a conviction.
 - (3) Perpetrated domestic violence including dating violence, sexual assault, or stalking. Family members who were involved in such acts as victims may be considered for admission only if the perpetrator is no longer in the household.
 - (4) The applicant fails to satisfy Tenant Selection Criteria as outlined in this policy.

The PHA will notify the applicant of the rejection, in writing, and advise him/her of their right to an informal meeting.

- 6. The PHA will take the following actions when updating the waiting list:
 - a) Mail a notice to each applicant on the waiting list advising them of the need to update their application. The notice will include instructions for responding to the letter and an update form to be completed and returned to the PHA.
 - b) Applicants will have ten (10) calendar days from the postmark date of the update notice to respond by mail or in person.
 - c) If applicants fail to respond to either the update letter or if the letter is returned postmarked by the post office as undeliverable, the PHA will withdraw their application.
 - d) If the reason an applicant does not respond to the PHA's attempt to contact him/her is related to a disability, the PHA will, as a reasonable accommodation, reinstate the applicant in their former position on the waiting list.

D. Closing the Waiting List

- 1. If the PHA has enough applicants to fill expected vacancies over a period of one (1) year, the PHA may close the waiting list.
- 2. The PHA will close the waiting list by publicly announcing any decision to suspend or to restrict the taking of applications. It will not reopen the list until it publicly announces when it will resume the taking of applications.
- 3. If the PHA has too many applicants it may close all waiting lists or close portions of the waiting list by type of development, or size and type of dwelling unit as appropriate.
- 4. The PHA will not close a waiting list if closing the list would have a discriminatory effect that would be inconsistent with applicable civil rights laws.
- 5. Prior to closing a waiting list, the PHA will assess the waiting list to determine that it has sufficient applicants to fill expected vacancies for a minimum of one (1) year.

E. Opening the Waiting List

The opening of the Waiting List shall be announced through public notices as follows:

- 1. The notice shall be placed in a newspaper of general circulation, in a minority publication and in plain view in the application office.

2. Postings may be made at locations throughout the community and may be sent to social service agencies.
3. The notice shall contain where and when interested parties can apply.
4. The notice shall state limitations on who may apply (i.e. bedroom size, etc.).
5. The PHA may open all waiting lists or only portions of waiting lists by type of development or size and type of dwelling unit as appropriate.
6. The notice shall contain the Equal Opportunity Housing logo and non-discrimination statement in the advertising message.
7. New applicants with preferences would not qualify before other applicants with identical preferences already on the waiting list.

F. Applicant Files

The PHA will establish and maintain an individual file containing information on each applicant household. Such files will be retained for at least three (3) years after the audited Public Housing Assessment System (PHAS) submission for that year.

Material secured under a criminal background check or drug treatment center check will not be retained in the applicant file but will be segregated in a secure location under lock and key. Following a decision on acceptability of an applicant, the criminal background check and drug treatment program information will be removed and destroyed (shredded).

This procedure is subject to delay if the applicant requests an informal review with respect to denial of their application based on information received from either source. The PHA may retain the information until the statute of limitations passes for filing a civil lawsuit if the PHA believes there will be litigation.

Applications and material submitted by the family will be retained for a minimum of five (5) years if there is a U.S. Citizenship and Immigration Services (USCIS) [formerly the Immigration and Naturalization Service (INS) appeal and/or an informal hearing with the PHA concerning the citizen/non-citizen documentation.

Applicant files that have been the subject of an appeal to the U.S. Citizenship and Immigration Services (USCIS) or have been used in an informal hearing with the PHA concerning the citizen/non-citizen documentation will contain the following:

- a) The original application for housing assistance;
- b) Form HUD 92006: Supplemental Information to Application for Federally Assisted Housing;
- c) Photocopies of any original documents (front and back), including Social Security cards, birth certificates, photo identifications and original USCIS documents. (Under no circumstances will photocopies of Federal checks be made or retained in applicant/resident files);
- d) All signed verification consent forms including Form HUD-9886 executed by all household members age 18 and older;
- e) The USCIS verification results (both primary and, if applicable, secondary);

- f) The request for a USCIS appeal;
- g) The final USCIS determination;
- h) The request for a PHA informal hearing; and
- i) The final PHA informal hearing decision.

Chapter 5. Basic Eligibility Requirements

Pursuant to HUD regulation the Housing Authority is permitted to admit only eligible families to the Public Housing Program. To be eligible, an applicant must meet the PHA's definition of family, must be income eligible and must be a citizen or a non-citizen who has eligible immigration status. In addition, once the family is determined to be eligible, the family must meet the PHA's screening criteria regarding family behavior and suitability for tenancy. These requirements are outlined below.

A. General Eligibility Requirements

The PHA will determine whether an applicant for participation in the low-rent housing program qualifies as a family, is income-eligible, has disclosed and verified Social Security Numbers for each household member, is a U.S. Citizen or National or meets eligible non-citizen immigration status, and has no history of drug/alcohol abuse and/or record of violent crime.

1. Definition of a Family

The applicant must qualify as a family. A family may be a single person or a group of persons.

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

- a) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- b) A group of persons residing together and such group include, but are not limited to:
 - (1) A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family);
 - (2) An elderly family;
 - (3) A near-elderly family;
 - (4) A disabled family;
 - (5) A displaced family; and
 - (6) The remaining member of a tenant family.

Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law.

The term "Disabled Person" (or "person with a disability") does not include disability based solely on the basis of drug or alcohol dependence.

Definitions of "disabled family", "elderly family", "near elderly family", "sexual orientation" and "gender identity" are found in Appendix L - "Definitions" of this document.

2. Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide

The live-in aide must submit information as requested and for review by the PHA for eligibility under the Tenant Selection Criteria of this policy, including the criminal background check. If the PHA determines an Individual proposed as a live-in aide to be ineligible, the resident or applicant may propose an alternate live-in aide for screening or may appeal the determination of ineligibility to the PHA.

3. Unit Size Consideration

The applicant or resident and the live-in aide may each be allocated a separate bedroom. However, because the availability of 2-bedroom units in mixed population developments may be limited, the PHA may allow the resident or applicant to choose from the following options with the understanding that transfer requests will not be honored after occupancy:

- a) To be considered for a 2-bedroom unit in a mixed population development;
- b) To be considered for a 1-bedroom unit in a mixed population development;
- c) To be considered for a 2-bedroom unit in a general occupancy development.

Applicants requesting placement in a 2-bedroom unit in a mixed population development will be placed on the 2-bedroom waiting list in the order of the applicant's application date.

A live-in aide who has been approved for occupancy by management is added to the lease by means of a live-in aide amendment. This amendment specifically states that a live-in aide does not have rights to occupy a PHA unit as the Remaining Member of a Tenant Family if the resident requiring their services vacates the unit or dies.

The Head of Household resident is responsible for all acts of all household members with respect to the requirements of the dwelling lease. Any violation of lease provisions by the live-in aide may be cause for eviction of the household.

4. Income Eligibility

a) Overall Income Eligibility for Admission

No family other than a low-income family as defined in regulations is eligible for admission to Low-Rent Public Housing units. An exception to this regulation may be made by PHAs with 250 or fewer units if they have no eligible applicants and advertising does not result in additional eligible applicants.

At least forty percent (40%) of new admissions annually must be extremely low-income families. This includes families who, at the time of application and/or admission, have no countable income. *See Chapter 7. Applicant Screening and Denial of Admission*, for policies applicable to applicants reporting "zero" income.

b) Family Income

A family's annual income, at the time of admission, may not exceed the income limits established by HUD and published in the Federal Register applicable to the PHA's jurisdiction, for the current year. (See Appendix D.)

The PHA will complete verification of income eligibility after final orientation prior to the family being offered a unit. However, any change in income, family size or composition can occur during the period of time between that verification and the offer of housing. Since such changes can affect eligibility, the family must immediately report such changes so that the correct rent and unit size can be determined.

- c) The PHA shall comply with HUD prescribed reporting requirements so that HUD may maintain reasonably current data. Records of admissions of low-income families will be maintained by the PHA to ensure that admission requirements and targets are met.

- d) The PHA will not commence eviction proceedings, or refuse to renew a lease, based on the income of the resident family unless:
 - (1) It is identified, for possible rental by the family, a unit of decent, safe, sanitary housing in good repair, of suitable size, available at a rent not exceeding the Tenant Rent; or
 - (2) It is permitted to do so by local law.

5. Background

The following background factors will limit admission of families who have as a household member any of the following:

- a) Persons convicted of manufacturing or producing methamphetamines on the premises of any assisted housing are permanently denied admission to public housing. The PHA will not waive this criterion;
- b) Any person determined to be currently using an illegal substance will be denied admission;
- c) Persons determined to be currently abusing alcohol in a way that will interfere with the safety or right to peaceful enjoyment of other residents will be denied admission;
- d) Any household with a family member subject to a lifetime registration under a state sex offender registration act will be denied admission. **The PHA will not waive this criterion;**
- e) Any person determined to be fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, (in the case of the State of New Jersey is a high misdemeanor).
- f) Any person violating a condition of probation or parole imposed under Federal or State law.

The PHA may waive the denial of admission if the drug or alcohol abuser can demonstrate successful current participation in, or completion of, a supervised drug/alcohol rehabilitation program. No exception will be made for persons convicted of methamphetamine production or manufacture on the premises of any assisted housing and those subject to the sex offender lifetime registration requirement.

6. Mandatory Disclosure and Verification of Social Security Numbers (SSN)

Prior to admission, all applicant family members must disclose and provide acceptable documentation of the Social Security Number (SSN) assigned to each household member by the Social Security Administration. This includes any SSN numbers assigned to applicant/participant family members under any other names.

All household members, six years old or older, approved by the PHA to be added after admission are required to disclose and provide documentation of SSNs at the time the request is made to add the member.

If a child, under six (6) years old was added to the assistance applicant family in the six-month period prior to the household's date of admission, documentation verifying the child's SSN information need only be supplied within 90 days of the date of admission.

One additional 90-day extension must be granted, if the PHA determines the applicant's failure to meet the first timeline could not be reasonable foreseen or was outside his/her control.

Should a family member not have a Social Security number, they must certify that they do not, in fact, have a number.

7. Penalties for Failure to Disclose and/or Provide Documentation of the SSN

In accordance with 24 CFR 5.218, the following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

a) Applicants

PHA shall deny the eligibility of an applicant if each member of the household who is required to disclose their SSN fails to disclose and/or provide documentation of their individual SSN.

If the family is otherwise eligible to participate in the public housing program, PHA shall allow the family to maintain their position on the waiting list for a period of sixty (60) days to permit the family to obtain and disclose the required SSN information. During this period, if a unit becomes available and the household members have not disclosed their SSN, PHA shall offer the available unit to the next eligible applicant family on the waiting list.

b) Program Participants

PHA shall terminate the tenancy of the entire household of a public housing participant family if the household members who are required to disclose and document their SSN fail to do so.

If the family is otherwise eligible for continued occupancy, PHA, at its discretion, may defer the family's termination and provide the family an opportunity to comply with the requirement within a period not to exceed ninety (90) calendar days from the date PHA determined the family noncompliant with the SSN disclosure and documentation requirement, if PHA determines

(1) The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and

(2) There is reasonable likelihood that the family will be able to disclose the SSN and provide documentation of the SSN by the deadline.

PHA shall terminate the tenancy of the entire household if the family is unable to comply with the requirements by the specified deadline.

8. Verification of Social Security Numbers

Social Security verification requirements are outlined in 24 CFR Part 5.216 and 5.218 - Disclosure of Social Security and Employer Identification Numbers.

Social Security numbers (SSN) for each household member must be disclosed as a condition of eligibility by all applicants and tenants in the public housing program (24 CFR 5.216)

An individual who previously declared to have eligible immigration or eligible citizenship status may not change his/her declaration to not contend to have eligible immigration status for the purpose of avoiding compliance with the SSN disclosure and documentation

requirements for penalties associated with noncompliance of these requirements (PIH Notice 2012-10).

The head of household may not opt to remove a household member from the family composition for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance of these requirements.

a) Exception to this requirement are:

- (1) Those individuals who do not contend to have eligible immigration status and have not been assigned an SSN.
 - (2) Existing program participants as of January 31, 2010 who have previously disclosed their SSN and HUD has determined the SSN to be valid. PHA shall confirm HUD's validation of the participant's SSN by viewing the household's EIV Summary Report or the EIV Identity Verification Report.
 - (3) Existing tenants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption shall continue even if the individual moves to a new assisted unit.
- b) The PHA shall request applicants and tenants to disclose and provide documentation of each household member's SSN in the following acceptable forms:
- (1) Original SSN card Issued by the Social Security Administration (SSA);
 - (2) Original SSN-issued document, which contains the name and SSN of the individual, or;
 - (3) Original document issued by a federal, state, or local government agency which contains the name and SSN of the individual.
- c) To verify the disclosed SSN for each household member, the PHA, as required by regulation, shall:
- (1) Obtain the documentation listed above;
 - (2) Make a copy of the documentation submitted and retain the copy in the file folder;
 - (3) Record the SSN accordingly in the Family Report (HUD-50058) and transmit the form to HUD with in a timely manner. The PHA will transmit the HUD-50058 no later than 30 calendar days of receiving the SSN documentation to enable HUD to initiate its computer matching efforts for current program participants.
- (NOTE: HUD does not initiate computer matching efforts for applicants)
- d) If an Applicant or Resident is able to disclose the Social Security number but cannot meet the documentation requirements, the Applicant or Resident must sign a self-certification to that effect. The Applicant/Resident or Family member will have an additional sixty (60) calendar days to provide proof of the Social Security number. If the documentation is not provided, the Family's lease may be terminated, and the Family evicted or the Applicant not admitted.

9. Rejection of Documentation

PHA may reject the documentation of the SSN provided by the applicant or tenant for the following reasons:

- a) The documentation is not an original document; or
- b) The original document has been altered, mutilated, or not legible; or
- c) The document appears to be a forged document (does not appear to be authentic).

The PHA shall explain to the applicant or tenant the reason(s) the document is not acceptable. The PHA shall then request the individual to obtain acceptable documentation of the SSN and submit the document to PHA within thirty (30) days.

The PHA shall verify the SSN via the EIV Summary Report or the EIV Income Report and shall maintain a copy of the report in the family file as confirmation of compliance with SSN disclosure, documentation, and verification requirements.

Once the household member's SSN verification status is classified as verified, the PHA shall remove and destroy (by shredding or burning) the copy of the acceptable form of documentation from the family file no later than by the next re-exam of family income or composition. Retention of the EIV reports in the tenant file shall be considered adequate.

10. Individuals without an assigned SSN

Examples of some individuals who may not have a SSA-assigned SSN are listed below. This list is not all-inclusive.

- a) U.S. Newborn children (eligible citizens-will be issued a SSN upon SSA confirmation of birth).
- b) Noncitizens lawfully present in the U.S.
- c) Noncitizens unlawfully present in the U.S.

Noncitizens lawfully present in the U.S. will be issued a SSN upon SSA confirmation of the individual's DHA documentation or confirmation that the individual is required by law to provide a Social Security number in order to receive assistance benefit that they already have qualified for.

Noncitizens unlawfully present in the U.S. cannot be assigned a Social Security Number.

The PHA shall require that a citizen or lawfully present noncitizen who state that they have not been assigned a SSN by the SSA to make such declaration in writing and under penalty of perjury.

11. Addition of a New Household Member

- a) New household member at least six (6) years of age or under the age of six (6) and has an assigned SSN:

When the family requests to add a new household member in this age category, the Family must disclose to the PHA the assigned SSN number of the new household member and provide the PHA with the acceptable form of documentation at the time of such request. If the family is unable to provide the PHA with the required documentation of the SSN, the PHA will not add the new household member until the family provides such documentation.

b) New household member under the age of six (6)

When the family requests to add a new household member in this age category and the new member does not have an assigned SSN, the family must disclose the assigned SSN and provide the PHA with the acceptable form of documentation within ninety (90) calendar days of the child being added to the household.

If the PHA determines that the family was not able to comply with the SSN disclosure and documentation requirement due to circumstances that could not have reasonably been foreseen and were outside the control of the family, the PHA will, as required, will grant the family an additional 90-day period to comply.

c) Examples of circumstances outside the control of the family include but are not limited to:

- (1) Delayed processing of SSN application by SSA
- (2) Natural Disaster
- (3) Fire
- (4) Death in family

The PHA shall require the family to provide documentation for the unforeseen circumstances out of the control of the family to be presented.

During the time allotted for the family to comply with the SSN disclosure and documentation requirements, the child shall be included as part of the assisted household and shall be entitled to all the benefits of being a household member.

If the family does not comply with the SSN disclosure and documentation requirements by the expiration of the allotted time provide to the family, the PHA shall terminate the family's tenancy.

12. Authorization for the Release of Information/Privacy Act Notice

Each member of the applicant family who is eighteen (18) years of age or older, must sign an Authorization for the Release of Information/Privacy Act form (HUD-9886) annually authorizing HUD and the PHA to request information from specified sources necessary to verify the household's income. A household member who turns 18 during the year will be required to sign a HUD-9886 at the family's next annual or interim recertification.

Any adult that is requested to be added to the household composition must sign the authorization form at the time that the request is made.

The sources of information to be obtained by HUD and/or the PHA will be in accordance with the limitations addressed for each source in form HUD 9886.

Critical implementation factors require the PHA to utilize other consent forms to verify information other than the limited sources permitted by form HUD-9886. The information requested is pertinent to determine the family's eligibility and/or level of assistance the PHA can provide.

B. U.S. Citizen, U.S. National or Eligible Non-Citizen Immigration Status

All applicants for public housing must meet the following requirements:

1. A U.S. Citizen or U.S. National must sign a declaration of U.S. Citizenship or status of U.S. National;

2. Non-citizens who are sixty-two (62) years of age or older, must provide the following:
 - a) A signed declaration of eligible immigration status; and
 - b) Proof of age document
3. All other non-citizens must:
 - a) Sign a declaration of eligible non-citizen immigration status;
 - b) Provide original documents which verify status; and
 - c) Sign a verification consent form.
4. All declarations will be verified.

Every adult family member must sign either a declaration of U.S. Citizenship or eligible immigration status. For each child, and adult who is responsible for the child and who is residing in the assisted dwelling unit, must sign a declaration. The family must identify in writing any household members who do not claim to have eligible status.

C. Delay of Assistance to Applicant

Housing Assistance to an applicant family may not be delayed or denied on the basis of ineligible immigration status of a family member if the primary and secondary verification of any immigration documents that were timely submitted has not been completed. However, the PHA will delay or deny assistance to a family until at least one family member has been determined eligible for assistance.

1. Delay to an applicant is permissible after the conclusion of the USCIS appeal process but assistance is not denied until the conclusion of the PHA informal hearing process if the family requests an informal hearing.
2. Other events causing denial of assistance are:
 - a) Evidence of citizenship (i.e. The declaration) or eligible immigration status is not submitted by the date specified in the written notice or by the expiration of any extension granted in accordance with a written notice of an extension period; or
 - b) Evidence of citizenship or eligible immigration status is timely submitted, but USCIS primary and second verification does not verify eligible immigration status of a family member and;
 - (1) The family does not pursue USCIS appeal or PHA informal hearing rights as provided in this section; or
 - (2) The USCIS appeal and informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.
3. A notice of denial or termination of assistance shall inform the family:
 - a) That financial assistance will be denied or terminated with the reasons for the denial or termination; and
 - b) That they may be eligible for prorated assistance; and
 - c) That they have the right to request an appeal to the USC/S of the results of the secondary verification of immigration status and to submit additional documentation or

- a written explanation in support of the appeal in accordance with USCIS appeal procedures to USCIS; and
- d) That the family has the right to request an informal hearing with the PHA within fourteen (14) days either upon completion of the USCIS appeal or in lieu of the USCIS appeal; and
 - e) That the PHA cannot overrule the USCIS decision regarding eligible immigration status.

D. Appeal to the U.S. Citizenship and Immigration Services (USCIS)

1. Submission of the request of appeal

Upon receipt of notification by the responsible entity that USCIS secondary verification failed to confirm eligible immigration status, the responsible entity shall notify the individual or family of the results of the USCIS verification. After notification of the USCIS decision on appeal, or in lieu of an appeal request to the USCIS, the individual or family may request that the responsible entity provide a hearing. This request must be made either within thirty (30) days of receipt of the notice described in paragraph (d) of Section 5.514, or within thirty (30) days of receipt of the USCIS appeal decision issued in accordance with section 5.514. The family shall make the request for an appeal by communicating that request in writing directly to the USCIS. The family must provide the responsible entity with a copy of the written request for appeal and proof of mailing. For good cause shown, the responsible entity shall grant the family an extension of the time within which to request an appeal.

2. Documentation to be submitted as part of the appeal to USCIS

The family shall forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the CIS document verification request form G-845S (used to process the secondary verification request) or such other form specified by the USCIS to record immigration status verification results. The PHA will provide the family a copy of the G-845S that documents the ineligible status of a family member.

3. Decision by USCIS

- a) When the decision will be issued. The USCIS will issue to the family, with a copy to the responsible entity, a decision within thirty (30) days of the receipt of documentation concerning the family's appeal of the verification of immigration status. If, for any reason, the USCIS is unable to issue a decision within the thirty (30) day time period, the USCIS will inform the family and the responsible entity of the reasons for the delay.
- b) Notification of the USCIS decision and of informal hearing procedures: When the PHA receives a copy of the USCIS decision, the PHA's shall notify the family of its right to request an informal hearing on the PHA's ineligibility determination in accordance with the PHA's grievance procedures.

4. There will be no delay, denial or termination of assistance until completion of the USCIS appeal process and/or the PHA appeal of a family member's ineligible status is completed.

E. Non-Eligible Immigration Status

Individuals who contend not to have eligible immigration status must identify themselves to the PHA that they elect not to provide documentation of eligible immigration status or sign a declaration of eligible non-citizen immigration status. However, family members must identify in writing to the PHA the family member(s) who will elect not to contend having eligible status. Family members who elect not to provide documentation concerning eligible non-citizen immigration status shall be required to comply with other program requirements or assistance may be denied to the entire applicant family.

If a family member has chosen not to contend to have eligible immigration status, the PHA may admit the family under Prorated Assistance. See the section noted Prorated Assistance to determine how the family's rent will be calculated.

CHAPTER 6. Selection Policies and Preferences System

A. Policies and Requirements

These selection and preference policies are designed to:

1. Give preference to applicants who are otherwise eligible for assistance and who, at the time they are seeking assistance, qualify for one or more of the selection preferences adopted by the Board of Commissioners.
2. Additionally, these policies:
 - a) Are based on local housing needs and priorities as determined by the PHA using generally accepted data sources, including its waiting list, public comment on the PHA's Annual Plan, and requirements of the Consolidated Plan;
 - b) Direct the PHA to match characteristics of an applicant family with the type of unit available, for example, number of bedrooms;
 - c) Provide preferences to elderly and/or disabled families for units in a public housing mixed population (formerly designed elderly) developments;
 - d) Prohibit automatically denying admission to a particular group or category of otherwise eligible applicants (e.g. unwed mothers or families with children born out of wedlock); nor apply any criteria or consider any information pertaining to attributes or behavior that may be imputed by some to a particular group or category. All criteria applied, or information considered in administering this policy shall relate solely to the attributes/behavior of the individual members of the family being considered for assistance.
 - e) Assure that selection by the PHA among otherwise eligible applicants is objective and reasonable;
 - f) Are consistent with PHA's responsibilities as a public body; and
 - g) Are in compliance with state, local and Federal laws and regulations, including the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, the provisions of the Annual Contributions Contract between HUD and the PHA, and 24 CFR Part 5.216-5.218, Disclosure and Verification of Social Security Numbers and Employer Identification Numbers by Applicants and participants in Certain Housing Assistance Programs"
 - h) Provide that a family that is on the Section 8 waiting list will not lose its place on the waiting list by applying for admission to the public housing developments;

B. Preference Policies:

1. Are duly adopted:
2. The PHA shall notify applicants on the waiting list of any changes to selection preferences through written notification. Applicants will be given an opportunity to show that they qualify for such preference(s). If it is not feasible to notify all applicants because of the length of the waiting list, the PHA may provide this notification to fewer than all applicants at any given time;
3. The PHA shall publicize preferences by posting copies in each office where applications are received, and by furnishing copies to applicants or residents upon request;

C. Local Preferences and Ranking

The Housing Quality and Work Responsibility Act of 1998 permanently eliminated the Federal preference requirement; however, PHAs may adopt the Federal preference language and criteria as their local and/or ranking preferences.

The PHA will select and house applicants in accordance with the following preferences and priorities, in the order listed:

1. Limitations on Admission
 - a) Types of developments and units available;
 - b) Occupancy Standards (limitation on the minimum and maximum number of household members permitted to live in dwelling units of specified sizes).
2. Selection Preferences:

	Preference	Point Value
1	Applicant families whose head of household, or spouse is employed or has a bona fide offer for employment, (this preference will not be based on the amount of earned income and the PHA may not prefer higher income families over families with lower incomes to occupy a development or unit except to the extent that the PHA has identified the need to implement economic de-concentration and income targeting). Families whose head of household or spouse is sixty-two (62) years of age or disabled automatically receive the maximum level of local preference	3
2	Victims of domestic violence (spousal/child abuse)	1
3	Youth maxing out of the Foster Care System	2
4	Involuntary Displacement	1
5	Veterans	2
6	Homeless For families experiencing homelessness, the PHA will use the PIH homeless definitions use for IMS/PIC reporting as follows: Category 1: An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: <ul style="list-style-type: none"> • An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or 	2

	<ul style="list-style-type: none"> • An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state or local government programs for low-income individuals); or • An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution; <p>Category 4: Any individual or family who:</p> <ul style="list-style-type: none"> • Is <i>fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions</i> that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and • Has no other residence; and • Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing 	
--	---	--

3. Date and Time of Application (in each of the above circumstances)

Applicants who meet all the eligibility requirements and who qualify for a preference will be assisted first according to the date and time of application. After all applicants with verified preferences are assisted, the PHA will then contact applicant families who are on the waiting list, according to date and time of application, and bedroom size needed.

4. Denial of Local Preference(s) claim

Applicants must provide appropriate documentation to substantiate their claim for a local preference. Families who cannot provide the appropriate documentation to the agency will be notified in writing that they do not qualify for a local preference.

The PHA will provide a written notice if an applicant does not qualify for a preference. This notice will contain a brief statement of the reasons for the determination and a statement that the applicant has the right to meet with the PHA's designee to review the determination. This request must be received by the PHA no later than five (5) calendar days from the postmarked date of the notice.

If the applicant requests the meeting, the PHA shall designate someone to conduct the meeting who is not the person who made the initial determination or reviewed the determination, a subordinate, or any other person designated by the PHA. A written summary of this meeting would be retained in the applicant's file. A letter informing the applicant of the final determination as to their local preferences status will be mailed within seven (7) to ten (10) days from the conference/hearing.

CHAPTER 7. Applicant Screening and Denial of Admission

In screening applicants, the PHA employees will observe PHA policies/procedures and will verify all information submitted by the applicants. (See *Chapter 8. Verifications of Eligibility.*) The following outlines the actions to be taken in the process.

A. Applicant Screening

1. The resident selection criteria, and the screening information to be considered by the PHA, will be reasonably related to the individual attributes and behavior of an applicant, and will not be related to those which may be imputed to a particular group or category of persons of which an applicant may be a member.
2. Suitability screening attempts to determine if the applicant is likely to interfere with other residents by adversely affecting their health, safety or welfare, or affect adversely the physical environment or financial stability of the development if the applicant were admitted. Relevant information concerning the habits or practices to be considered may include, but is not limited to:
 - a) Past performance in meeting financial obligations, especially rent and prior rental history with the PHA, if applicable; If prior history with PHA was unsatisfactory, new admission could be denied.
 - b) Rental history from previous owners/landlords or another PHA;
 - c) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents;
 - d) Pest control issues created health and safety concerns;
 - e) Information from personal references;
 - f) Information from previous owners/landlords concerning housekeeping that would create health or sanitation problems;
 - g) A history of criminal activity involving drug-related activity, a pattern of alcohol abuse, crimes of physical violence to persons or property, or other criminal acts which would adversely affect the health, safety or welfare of other residents;
 - h) A conviction for manufacturing or producing methamphetamine (speed). These individuals will be permanently barred from public housing; or
 - i) Eviction from federally assisted housing because of drug-related criminal activity. These individuals and their families are ineligible for admission to public housing for a five (5) year period beginning on the date of such eviction.

The PHA may waive this requirement if:

- (1) The person demonstrates successful completion of a rehabilitation program approved by the PHA, or;
 - (2) The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.
3. Applicants must conform to the occupancy standards on family size, family composition and extenuating circumstances discussed in *Section 12: Occupancy Standards.*

4. The PHA will use up-front or third-party verification of all information whenever possible and the return envelope will be retained in the resident's file. If such up-front or third-party documentation is not available, the reason must be documented in the file.
5. The family will also submit, directly to the PHA, all documentation required for purposes of determining or auditing a family's eligibility to receive housing assistance, for calculating the family's adjusted income for Tenant Rent, for verifying related information, or for monitoring compliance with equal opportunity requirements. Failure to provide requested documentation will result in the denial of assistance.

B. Consideration of Favorable Factors

In the event unfavorable information with respect to an applicant is received, the PHA will give consideration to the time, nature and extent of applicant's conduct, and to factors which might indicate a reasonable probability to favorable future conduct or financial prospects, including:

1. Evidence of successful completion of an appropriate rehabilitation program for drug or alcohol-related problems (requiring certification from a health professional, or State certified program). The applicant or family may be required to provide evidence of otherwise being rehabilitated successfully (i.e., participation in AA, ALANON, or other drug/alcohol support group);
2. The seriousness of the offending action;
3. The effect on the community of denial or the failure of the PHA to take such action;
4. The extent of participation by the leaseholder in the offending action;
5. The effect of denial of admission on household members not involved in the offending action.
6. The demand for assisted housing by families who will adhere to lease responsibilities;
7. The extent to which the applicant has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
8. The effect of the PHA's action on the integrity of the program;
9. The willingness of the applicant to exclude the offending household member in order to be admitted to the housing program, where the identified member has participated in or been culpable for action or failure to act that warrants denial;
10. Evidence of the applicant family's participation in or willingness to participate in social services or other appropriate counseling programs, and the availability of such programs; and
11. Evidence of the applicant family's willingness to attempt to increase family income, and the availability of training or employment programs in the locality.

C. Denial of Admission

The PHA has established standards that prohibit admission of a household to the PHA's public housing program for certain drug and criminal activities. All standards shall be applied uniformly.

1. Pursuant to 24 CFR Part 960.204 the PHA must deny admission to:
 - a) Persons evicted from federally-assisted housing for drug-related criminal activity for five (5) years from the date of eviction; (See Definition of federally-assisted housing.)A PHA may admit the household if the PHA determines:
 - (1) The evicted household member who engaged in the drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by

the PHA; or

- (2) The circumstances leading to the eviction no longer exists (for example, the responsible household member has died or is imprisoned).
 - b) Persons currently engaging in illegal use of drug or where the PHA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents'
 - c) Persons who have ever been convicted for manufacture or production of methamphetamine on the premises of federally assisted housing; (see Definitions to determine federally-assisted housing).
 - d) Persons subject to lifetime registration requirement under a State sex offender registration program. This check must be carried out with respect to the State in which the housing is located and in States where members of the applicant household are known to have resided;
 - e) Persons that abuse or show a pattern of abuse of alcohol that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
2. The PHA defines currently engaged in" as any occurrence within the last twelve (12) months.
 3. The PHA will use criminal history reports as detailed in Chapter 8 of this policy in gathering applicant background information.
 4. Pursuant to the Violence Against Women Act, the PHA must and shall deny admission to any member of the household who is a perpetrator of domestic violence, dating violence, sexual assault, or stalking.

D. Falsified or Misrepresented Information

If the PHA determines that an applicant has falsified or misrepresented family income, composition, circumstances, conduct or behavior, the PHA will, on the basis of such falsification or misrepresentation, find the applicant ineligible for admission to a PHA dwelling unit. In justifiable cases, the PHA may take such other action as deemed advisable.

E. Mitigating Circumstances

Screening applicants who claim mitigating circumstances:

1. If unfavorable information about an applicant is received, the applicant will be provided an opportunity to present mitigating circumstances. The PHA will consider the time, nature and extent of the applicant's conduct. These mitigating circumstances must be verifiable.
2. Mitigating circumstances are facts relating to the applicant's unsuitable rental history or behavior which, when verified, would indicate both: (a) the reason for the unsuitable behavior; and (b) that the reason for the unsuitable rental history or behavior no longer applies or is under control and the applicant's prospect for lease compliance is an acceptable one, justifying admission. Such mitigating circumstances would overcome or outweighs information already gathered in the screening process.
3. If the mitigating circumstances relate to change in disability or handicap, the PHA shall have

the right to verify the information or to request further information which is reasonably needed to verify the mitigating circumstances, even if such information is of a medically confidential nature.

4. An applicant who is a victim of domestic violence, dating violence, sexual assault, or stalking as afforded certain protections pursuant to the Violence Against Women and Department of Justice Reauthorization Act of 2005, as amended by a bill in August 2006.
5. Protection of Victims of Domestic Violence

Incidents of domestic violence, dating violence, sexual assault, or stalking shall not be good cause for denying victims access to or terminations from the Public Housing Program or for terminating a lease held by a victim of such violence.

The PHA, at its discretion may request certification of the claim to be a victim of domestic violence, dating violence, sexual assault, or stalking.

If certification is requested, the applicant must provide it within 14 business days from the date of the request (or within the time allotted by any extension by the PHA). Any of the following methods is an acceptable response by the applicant to the request:

- a) Completion of the form HUD 5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation.
- b) Providing documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from who the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, 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 incidents in question are bona fide incidents of abuse and the victim has signed or attested to the documentation; or

c) Producing a Federal, State, tribal, territorial, or local police or court record.

At its discretion the Authority may provide benefits to a victim of domestic violence, dating violence, sexual assault, or stalking based solely on the victim's statement or other corroborating evidence.

6. Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission.

2. Earnings in Excess of \$480 for Full-Time Students Over Age 18 (except Head of Household, spouse or co-head)

The first \$480 of earned income of each full-time student 18 years old or older (excluding the Head of Household, spouse or co-head) earned is counted in calculation of Annual Income.

3. Refunds or Rebates of Property Tax on Home

Amounts received by a family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit are excluded in the calculation of Annual Income.

4. Payments for Student Financial Assistance Paid Directly to the Student or Educational Institution

The full amount of financial assistance, including grants, scholarships, educational entitlements, work-study programs and financial aid packages are excluded in the calculation of Annual Income. (Although not counted toward annual income the PHA shall record grants, scholarships and student financial aid on Form HUD-50058 and show as excluded.)

5. Lump-Sum Additions to Family Assets

Lump-sum additions to family assets, such as inheritances, health and accident insurance, worker's compensation, capital gains and settlements for personal or property losses are excluded in the calculation of Annual Income.

6. Lump-Sum Payments of Deferred Benefits

Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded in the calculation of Annual Income.

7. Amounts Set Aside for Use under PASS

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) are excluded in the calculation of Annual Income.

8. Temporary, Non-Recurring, Sporadic Income

Temporary, non-recurring or sporadic income (including gifts) is excluded in the calculation of Annual Income.

Sporadic income is that which is not of a regular nature and which cannot be counted on continuing.

9. Medical Expenses

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member are excluded in the calculation of Annual Income.

10. Income of Live-In Aides

All income of a live-in aide is excluded in determining annual income.

11. Adoption Assistance Payments in Excess of \$480 per Child

Count as Annual Income the first \$480 per child of adoption assistance payments.

12. Payments to Keep Developmentally Disabled Family Members at Home

An amount paid by a State or local agency to a family with a member who has a developmental disability living at home is excluded in the calculation of Annual Income.

13. Payments Received for the Care of Foster Children or Adults

Payments received for the care of foster children or foster adults are excluded in the calculation of Annual Income. Foster Adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone.

14. Armed Forces Hostile Fire Pay

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire is excluded in the calculation of Annual Income. All other pay to household members who are serving in the Armed Forces is included in income.

15. Foreign Government Reparation Payments

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 are excluded in the calculation of Annual Income.

16. Earnings and Benefits from Employment Training Programs Funded by HUD

Training programs funded by HUD will have goals and objectives. This is not to be confused with employment by the PHA.

17. Incremental Earnings and Benefits from Participation in Qualifying State and Local Employment Programs

Incremental earnings and benefits received by any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded in the calculation of Annual Income.

A qualified training program is one that is part of a State or local employment-training program and has clear goals and objectives. This would include programs that have the goal of assisting participants in obtaining employment skills, and are authorized or funded by Federal, State or local law, or operated by a public agency. These include programs through Department of Labor, Employment Training Administration, and Welfare-to-Work Grants.

Amounts excluded by this provision are excluded only for the period during which the family member participates in the employment-training program.

18. Reimbursement for Out of Pocket Expenses While Attending a Public Assisted Training Program

Amounts received by participants in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program are excluded in the calculation of Annual Income.

19. Resident Service Stipend not to Exceed \$200 per Month for Services to the PHA

Amount received under a resident service stipend are excluded in the calculation of Annual Income.

A resident service stipend is a modest amount, not to exceed \$200 per month, received by a resident for performing a service for the PHA, 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, ground maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board.

No resident may receive more than one such stipend during the same period of time.

The Public Housing Reform Act provides that the governing board of a PHA must generally contain at least one member who is directly assisted by the PHA. To support and facilitate implementation of this new statutory requirement, HUD has clarified that the resident service stipend exclusion covers amounts received by residents who serve on the PHA governing board.

20. The value of the allotment provided to an individual under the Food Stamp Act.

21. Payments to volunteers under the Domestic Volunteer Services Act which includes, but is not limited to:

- a) RSVP;
- b) Foster Grandparents;
- c) Senior Companion Program;
- d) VISTA;
- e) Peace Corps;
- f) Service Learning Program;
- g) Special Volunteer Programs;
- h) Small Business Administration programs such as National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience;
- i) Service Corps of Retired Executives (SCORE); or
- j) Active Corps of Executives.

22. Payments received under the Alaska Native Claims Settlement Act.

23. Income derived from certain sub-marginal land of the U.S. that is held in trust for certain Indian tribes.

24. Payments or allowances under Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP).

25. Income derived from the disposition of funds of the Grand River Band of the Ottawa Indians.

26. The first \$2000 of per capita shares from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court the interests of individual Indians in trust or restricted

- lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands.
27. The full amount of Federal scholarships funded under Title IV of the Higher Education Act of 1965, including awards under Federal work study programs or under the Bureau of Indian Affairs student assistance program.
 28. Payments received from programs funded under Title V of the Older Americans Act of 1965 which includes, but is not limited to:
 - a) Senior Community Services Employment Program;
 - b) National Caucus Center on the Black Aged;
 - c) National Urban League;
 - d) Association National Pro Personas Mayors;
 - e) National Council on Senior Citizens; or
 - f) Green Thumb.
 29. Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the Agent Orange product liability legislation.
 30. Payments received under the Maine Indian Claims Settlement Act of 1980.
 31. The value of any child care provided or arranged (or any amount received as payment for such care) or reimbursement for costs incurred for such care under the Child Care and Development Block Grant Act of 1990.
 32. Earned Income Tax Credit refund payment.
 33. Payments by the Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.
 34. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990.
 35. Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821).
 36. Any amount of crime victim compensation that the applicant (under the Victims of Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant.
 37. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.
 38. An amount earned by temporary Census employees for determining income in the Department's assisted housing programs. Terms of employment may not exceed 180 days for the purposes of the exclusion.
 39. Amounts received under Section 1780 of the School Lunch Act and the Child Nutrition Act of 1966, including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants and Children (WIC).

40. Payments, funds, or distributions authorized, established or directed by Section 8 of the Seneca Nation Settlement Act of 1990.
41. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definitional of annual income in the U.S. Housing Act of 1937 by Section 2608 of the Housing and Economic Recovery Act of 2008.
42. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010.
43. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, as provided in the Claims Resolution Act of 2010 for a period of one year from the time of receipt of that payment.
44. Any amounts in an individual development account as provided by the Assets for Independence Act, as amended in 2002.
45. Kin-Gap Payments that go to, or on behalf of children leaving the juvenile court system to live with a relative or legal guardian.
46. Kinship Payments that go to, or on behalf of children living with a relative or legal guardian

E. Earned Income Disallowance Self-Sufficiency Incentive (EID)

This disallowance of an increase in earned income only applies to families currently residing in public housing. A family cannot qualify for the EID at the time of admission. In order to qualify, the family is one:

1. Whose annual income increases as a result of employment of an adult family member who was previously unemployed for one or more years prior to the employment;

Previously unemployed includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage. The established minimum wage means the federal minimum wage unless there is a higher state or local minimum wage.
2. Whose annual income increases as a result of increased earnings by an adult family member during participation in any economic self-sufficiency or other job training program;
or
3. Whose annual income increases, as a result of new employment or increased earnings of an adult family member, during or within six (6) months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act. The TANF program includes formula-driven maintenance assistance and such benefits and services as one-time payments; wage subsidies and transportation assistance-provided that the total amount over a six (6)-month period is at least \$500.

Note: Receipt of Food Stamps and/or Medicaid is not part of the TANF program. If no TANF assistance is provided as listed above, the family will not qualify for the earned income disallowance under TANF provisions but may qualify under the remaining criteria. The PHA will verify receipt of benefit or services other than monthly maintenance with the

TANF provider if the family indicates that their eligibility for the earned income disallowance is based on other assistance under TANF.

4. Maximum 24-Month Disallowance

The disallowance of increased earned income of an individual family member is limited to a lifetime 24-month period. It applies to a maximum of 12 months for disallowance of 100% and a maximum of 12 months for disallowance of 50% during the 24-month period starting from the initial exclusion. At the end of the 24-months, EID ends regardless of how many months were "used."

5. Disallowance of Increased in Annual Income

Initial 12-month exclusion: During the 12-month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.

Phase-in of rent increase: Upon the expiration of the 12-month period the PHA must exclude from the annual Income of a qualified family at least 50 percent (50%) of any increase in income of such family member as a result of employment over the family member's baseline income.

6. Effect of Changes on Currently Participating Families

Families eligible for and participating in EID prior to May 9, 2016 will continue to be eligible for the lifetime 48-month period.

F. Assets

Family members with assets are required to report all assets annually. The PHA will determine the net cash value of each asset by deducting reasonable costs that would be incurred to convert the asset to cash from the market or face value of the asset.

Reasonable costs include but are not limited to: penalties for early withdrawal of funds from CD's, Money Market accounts, IRAs, annuities, etc.; the cost basis plus commissions and fees for stocks, bonds and other capital investments; appraisal fees, realtor commissions, closing costs, repair costs, if applicable, for real property; penalty fees for early withdrawal of IRA's, pensions and annuities.

If assets are held jointly in an "and" or an "or" account, the full value of the asset less any reasonable costs will be counted unless the family member can demonstrate that their access to the account is legally restricted. The PHA must be able to verify the restriction.

Necessary items of personal property are not counted as assets. These include but are not limited to: clothing; furniture, personal automobiles, computers and related equipment for personal but not business use.

Assets include but are not limited to trusts (only if a family member has access or control of the trust), joint accounts, investments, CDs, IRAs, Keogh, real or personal property or other annuities to which the family member has access even if penalties would be imposed for early withdrawal.

In determining the net cash value of assets, the PHA will treat assets as follows:

1. Trusts

Principal from a trust is not counted as an asset if the trust is not revocable by, or under the control of, any member of the family, so long as the fund continues to be held in trust. The distributions are considered to be part of annual income. A lump sum distribution in total or in part will be added to all other income and divided by twelve (12) to obtain the gross monthly income. Verification of trust provisions should be contained in the original trust documents. If the documents cannot be obtained, verification should be obtained from the trustee (individual or financial institution).

If a family sets up an irrevocable trust for the benefit of another person outside of the household, the PHA must determine whether or not the value of the trust is less than the fair market value of the assets contained therein had the family retained the asset. If that is the case, the fair market value less reasonable costs must be determined, and the net value of the asset included in total assets. Any income the family receives from this trust will be included in annual income. Nominal amounts set aside in trust for or donated to charitable organizations up to \$1000.00 will not be considered assets disposed of for less than fair market value.

2. Joint Ownership

For joint ownership of assets, the PHA must determine the percentage of ownership attributable to the family member. Documents that may provide this information include deeds, tax returns, ownership papers, and financial institution records. These types of documents should, if applicable to the asset, describe whether the family member has full or restricted access to the asset. If restricted, the PHA will use only that portion of the asset available to the family member.

3. Investments

The PHA will use the balance from the most recent statement or report and subtract all costs for converting the investment to cash in order to determine the cash value of investments. Income from investment accounts will be based on the rate of return. Whenever the PHA cannot determine an anticipated rate of return, use the earnings shown on the most recent statement or report as the basis for calculation.

4. Retirement Benefits (CDs, IRAs, Keogh)

Retirement/pension accounts, while the household member is employed, are counted as assets only if there is access to cash from the account while employed. Similarly, if funds are held in the account with the principal restricted from access, only distributions from the fund are counted as income.

5. Checking and Savings Accounts

Checking and savings accounts are also considered as assets. The total amount in savings will be considered an asset unless the account is specifically designated under a plan for self-sufficiency for a person with a disability under Social Security Administration guidelines. Checking accounts are also assets under HUD guidelines; however, since most checking accounts are used primarily as a pass-through for receipt of income and payment of monthly household expenses, only the amount in the checking account in excess of \$1000.00 will be considered to be an asset. The PHA may grant an exception to this threshold if the family states and the PHA can verify that regular household expenses such as rent, utilities, food, etc., exceed that threshold. Bank statements for at

least six (6) consecutive months will be requested for checking accounts. The cash value will be based on an average of the closing balances of the statements. The PHA will use the closing balance of the most recent statement to determine the cash value of savings accounts. For threshold exceptions, original billings, rental receipts and related documents will be required.

Note: The interest from an interest-bearing checking account is considered as income.

6. Annuities

Annuities may provide for either fixed or variable payment. For variable payments, the PHA will evaluate historical information to determine the approximate anticipated payment amount for the next twelve (12) month period. This annualized income may be adjusted based on significant changes from the anticipated income. The holder of an annuity may withdraw the funds at any time before maturity but will pay a penalty for early withdrawal. Verification of the penalty amount may be obtained from the company holding the annuity and should be deducted from the total distribution before determining asset or income amounts. Monthly or periodic regular annuity payments are counted, as income while the principal of the annuity remains an asset until fully liquidated. Verification of any annuity expenses will be obtained from the annuity provider.

g) Net Cash Value of Assets Disposed of for Less than Fair Market Value for 2 Years from Date of Disposition

Reasonable costs include but are not limited to: penalties for early withdrawal of funds from CD's, Money Market accounts, IRAs, annuities, etc.; the cost basis plus commissions and fees for stocks, bonds and other capital investments; appraisal fees, realtor commissions, closing costs, repair costs, if applicable, for real property; penalty fees for early withdrawal of IRA's, pensions and annuities.

If assets are held jointly in an "and" or an "or" account, the full value of the asset less any reasonable costs will be counted unless the family member can demonstrate that their access to the account is legally restricted. The PHA must be able to verify the restriction.

Not counted, as assets are necessary items of personal property. These include but are not limited to: clothing; furniture, personal automobiles, computers and related equipment for personal but not business use.

h) Lump Sum Additions

Lump sum additions such as inheritances, insurance payments (including payments under health and accident insurance and Workers' Compensation, except those portions which are reimbursement for expenses paid out by the family or otherwise excluded by HUD regulation), capital gains and settlement for personal or property losses are counted as assets whether or not they are placed in savings or other investment vehicles. The PHA will verify payments of inheritances through the executor; health, accident and Workers' Compensation payments through the provider; capital gains through the broker, original 1099s or tax returns; and settlements for personal or property losses through the insurer.

Lump sum payments of \$500 or less will not be included in the calculation of assets.

G. HUD Required Deductions

HUD has five (5) mandatory deductions from annual income:

1. Dependent Allowance

\$480 each for family members (other than the head, spouse or co-head) who are minors (including children who are adopted), and for family members who are eighteen (18) and older who are full-time students or who are disabled (foster children, foster adults, and children of live-in aides are not entitled to this deduction).

2. Elderly/Disabled Allowance

\$400 per family for families whose head, spouse or co-head is 62 or over or disabled.

3. Allowable Medical Expenses

Deducted for all family members of an eligible elderly/disabled family.

a) IRS publication 502 will be used as guidance where questions arise as to an item's eligibility. This publication provides a complete listing and description of allowable medical and dental expenses that can be included as medical deductions. Where an expense item can be treated as either a medical or a disability assistance expense the PHA will calculate the expenses both ways and give the family the greater deduction.

b) The PHA will advise all families at each certification and each reexamination that they may report any one-time nonrecurring medical or disability expense cost and request an interim recertification.

c) The PHA will include the following as a standard medical expense deduction when determining the family's medical expenses deduction:

(1) The amount of un-reimbursed out-of-pocket expenses for prescription drugs

(2) Any premiums incurred for a Medicare prescription drug plan

d) Standard medical deduction is the sum of allowable medical deductions that exceed three percent (3%) percent of annual income.

4. Allowable Disability Assistance Expenses

Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the disabled person or another adult family member to work.

Disability assistance expenses are those reasonable expenses that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled family member) to be employed.

These expenses may not be paid to a member of the family nor reimbursed by an outside source.

The PHA must determine what is "reasonable" based on local conditions and costs as well as whether the expenses are directly linked to enabling the family member to work. Reasonable attendant care costs for the locality should be verified through a local social

services agency which handles attendant care needs, or an independent Living Center that assists families in matching attendants with disabled clients.

Attendant care includes the actual cost of providing an attendant to care for a disabled person either in the home or in the work place based on local standards for hourly pay or salary.

Equipment may include but not be limited to providing a wheelchair (manual or electric) to allow the disabled individual the mobility to go from home to place of employment or to facilitate care in the home, ramps to provide access to and from the unit, modifications to a vehicle or special equipment to enable a blind individual to read or type, but only if this enables the disabled person or other family member to work, any other type of special equipment needed for mobility if the use thereof is demonstrated to be employment related for the disabled person or another family member.

The amount allowed is limited to the amount that exceeds three percent (3%) of gross family income and does not exceed the amount earned as a result of the expense.

The PHA must be able to verify that there is a direct link between the disability assistance expenses claimed by the family and a family member's (including the disabled family member) employment.

If more than one family member is enabled to work as a result of the incurring of disability assistance expenses, the PHA will verify the employment and combine the incomes of all working family members to establish the cap by which the expenditures are limited.

If both child care and disability expenses are needed to enable a person to work, the PHA will use the same employment income to justify the child care allowance and the disability assistance allowance.

5. Child Care Expenses

Deducted for the care of children, including foster children, under thirteen (13) years of age when child care is necessary to allow an adult member to work, attend school, or actively seek employment.

The following standards are the criteria for allowing child care expenses as a deduction:

- a) Child care expenses must be "reasonable" and may not exceed the amount of employment income that is included in annual income. If child care is required to allow one or more family members to be employed, the amount of the child care expense may not exceed the total of earned income received by all family members.

One or more family members can engage in qualifying activities for child care purposes as long as the limitations of reasonable expenses for job search and education and expenses not exceeding earned income for employment are applied.

- b) The amount of child care expenditure must be reasonable if the purpose of the child care is to allow a family member to actively seek employment or to further his or her education
- c) The PHA will make a determination as to what is a reasonable rate for child care based on local conditions and rates. The PHA will obtain information from the social services agency that certifies child care providers, day care centers, federally funded after school programs, etc., and determine a scale of reasonable costs. If it is determined

that there is a significant difference between in-home care and day care center charges, the PHA will develop a separate scale for each.

- d) To claim the deduction, verification from the child care provider must include the name, address, and phone number of the company or individual child care provider, the names of the children being cared for, the number of hours for which child care is provided, the rate of pay, and the typical yearly amount paid (taking into account school and vacation periods).
- e) Child care to work: The maximum child care allowed would be based on the amount earned by the person enabled to work. The "person enabled to work" is the adult member of the household who earns the least amount of income from employment. The child care deduction may not exceed the amount of income earned by the person enabled to work.
- f) Child care for school: To qualify for child care deductions under the provision of furthering education, the family member must demonstrate that they are enrolled in some accredited or approved educational or training program. While the type of educational effort may vary widely and be either full-time or part-time, evidence of regular participation will be required and verified by the PHA.

Furthering education can include but is not limited to; completing high school or equivalency (GED), trade school, Community or Junior College, four-year College, technical schools, ESL or basic education classes, apprenticeship programs, certificate programs, clerical school and even independent study, if the family member must access on-line educational programs out of the home.

The family member must provide and the PHA verifies information on the type of educational program, the number of units or hours of participation, the name of the educational institution or training facility.

- g) Child care to seek employment: The deduction for child care to seek employment must not exceed the Annual Adjusted Income of the family member seeking employment. The deduction does not include transportation costs, or other expenses incurred, and are limited to one year per individual.

To qualify for child care deductions under the provision of actively seeking employment, the family member may be a participant in an official job search program or may simply demonstrate independent job search activities. In either case, in order to verify the time spent in seeking employment, the PHA will require the family to maintain a log that reflects the following:

- (1) The date and time of departure from home (including time needed to drop off children for child care, if provided outside the home);
- (2) The name and location of the prospective employer, unemployment office or employment agency;
- (3) The name of the person(s) contacted and telephone number;
- (4) The length of time for completion of the application, the interview, testing or other job search activity;
- (5) The time the children are picked up and the time arrived at home;
- (6) The name, address, telephone number and social security number of the child care provider; and

(7) The total amount paid for the child care.

If multiple applications are placed or interviews are held consecutively or on the same day, the above information should be provided for each prospective employer or agency. The PHA will use this information to verify the contacts and the eligibility of child care expenses.

Since job search activities may be irregular and not easily anticipated, the PHA may attempt a limited inclusion at the annual certification and conduct an interim examination after some actual expenditures have been incurred. In many instances, job search periods will be of limited duration, but in some cases the job search period may be extended, especially if the type of employment sought is limited in availability, employment opportunities of any kind are scarce or the job skills needed are unusual.

- h) If the family has school age children who require care only before and/or after school hours, the PHA will consider payment for before and/or after school activities to be a reasonable expense in lieu of individual child care.
- i) The PHA will allow child care expense coverage to include pick-up and drop-off of children at the provider's location. The PHA will also evaluate expenses which may exceed the norm if child care must be provided evenings, nights or week-ends for either educational or employment purposes.
- j) The PHA will review the work hours or educational hours to assure that the combined employment or education hours plus pick-up/drop-off times are within a reasonable timeframe (generally determined to be no more than one hour before or after scheduled work hours or class times). Exceptions may be made for overtime, special seminars or testing, providing the PHA can verify the extended times.
- k) Child care expenses may be divided between two households in cases of split custody. If only one custodian is an assisted family, the cost of child care will be pro-rated based on the percentage paid by each custodial parent. The cap on eligibility for child care expenses allowed the assisted family would still be based on the earned income limitation.
- l) At annual certification the PHA will determine the total anticipated child care expense for the employed family members (including increases for care need during school breaks and summer vacations for school age children) and average the amount over twelve (12) months. Should there be a significant variation from the estimated amount the family may request an interim certification adjustment.
- m) The deduction for child care is not given if an agency or person outside the household reimburses the expenses.

H. Minimum Rent

The PHA has adopted a minimum rent of \$50.00.

Hardship Exemption

1. The minimum rent requirement may be waived due to certain financial hardships. The request for minimum rent hardship must be made in writing to the PHA prior to the rent becoming delinquent. The PHA will verify whether the hardship claimed is temporary or long term. Payment of the minimum is suspended immediately for ninety (90) days when a hardship is requested on one of the following conditions:
 - a) The family has lost eligibility or is awaiting an eligibility determination to receive federal, state or local assistance, including a family having a non-citizen household member lawfully admitted for permanent residence and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - b) The family income has decreased due to changed circumstances such as loss of employment, separation, divorce, and abandonment;
 - c) The family would be evicted as a result of imposing the minimum rent requirement;
 - d) There has been a death in the family; or
 - e) There are other hardship situations determined by the PHA on a case-by-case basis, i.e. alimony, child support, etc.

Financial hardship exemption only applies to payment of minimum rent - not to rent based on the statutory formula for determining the Total Tenant Payment (TTP) or Flat Rent in the public housing program.

2. If tenant initiates a request for a hardship exemption that the PHA determines is temporary in nature:
 - a) Rent may be suspended, during the ninety (90) day period beginning on the day the request is made. At the end of the ninety (90) day period, the minimum rent is reinstated retroactively to the date of suspension.
 - b) The PHA will allow the family a maximum of six (6) months to make payment of any delinquent minimum rent payments accrued during the suspension period. However, the family must execute a Repayment Agreement.
 - c) The family may not be evicted for non-payment of rent during the ninety (90)-day suspension period.
 - d) If the hardship is subsequently determined to be long-term, the PHA will retroactively exempt residents from the minimum rent requirement for the ninety (90)-day period.
3. If the circumstances supporting the request for a minimum rent hardship exemption are long term, tenant's rent will be based on the statutory income-based rent calculation formula during the minimum rent exemption period.
4. Hardship determinations are subject to the PHA's Informal Hearing Process and families are exempt from any escrow deposit that may be required under regulations governing the hearing process for other determinations.



I. Prorated Assistance for "Mixed" Families

1. Applicability

Prorated assistance must be offered to any mixed applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible non-citizen and any number of ineligible non-citizens.

If the household is sole-member, the head of household must be a citizen or eligible non-citizen.

In all other cases, the head of household, spouse and co-head are not required to be either citizens or non-citizens. A qualifying minor will satisfy the requirement of having at least one member who is a citizen or eligible non-citizen.

2. Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

J. Zero Income Families

Families reporting no family income will be asked at application and re-certification how the family pays for necessary living expenses. If it is determined that the family is receiving regular monetary or non-monetary contributions and/or gifts from non-household members, the value of these gifts will be annualized to estimate income.

If it is determined that the family receives no income from gifts, contributions, or any other source, the family will be required to complete, sign, and date a statement of zero family income. Such families will be required to maintain all receipts for any expenses (e.g., food and clothing, utility bills) for the most recent three (3) months. This amount, excluding any food stamps or the PHA Utility Allowance payments, will be annualized to determine annual income. Zero income families will be reevaluated every ninety (90) days to determine if there are any new sources of income. The reevaluation may include an inquiry to the Department of Labor.

1. If a family reports that it does not have an income, all adult members will be required to sign a no income affidavit and answer all questions on a zero-income questionnaire and execute a temporary ninety (90) day recertification.
2. Where outside sources are paying bills or donating household goods on a regular basis, the value of these contributions will be included as annual income.
3. A tax return will be requested from zero income families in preparation of the recertification.

CHAPTER 10. Notification of Eligibility

After completing the screening process, the PHA will, in writing, promptly notify applicants, both ineligible and eligible, of the results of the screening. This will be done as follows.

A. Ineligible Applicants

The PHA will promptly notify, in writing, any applicant determined to be ineligible for admission to a development of the basis for such determination within ten (10) working days, and will provide the applicant, upon request, an opportunity for an informal hearing on such determination.

Informal hearings will be scheduled promptly for a time and place reasonably convenient to both the complainant and the PHA. The PHA will provide a reasonable accommodation for persons with disabilities to participate in the hearing.

1. Informal hearing for denial of admission due to ineligibility, other than non-citizen eligibility:
 - a) The notice will contain a brief statement of the reasons for the determination and will state that the applicant has the right to meet with the PHA's designated person to review it.
 - b) If the meeting is requested, it will be conducted by a person or persons designated by the PHA, other than the person who made or approved the determination, or his or her subordinate. Those designated may be an officer or an employee of the PHA.
 - c) The policies will be carried out in accordance with HUD's requirements.
 - d) 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, national origin, age, familial status, sexual orientation, gender identity, marital status or disability.
 - e) The request for a hearing must be submitted to the PHA either orally or in writing no later than seven (7) calendar days from the postmark date of the denial notice.
 - f) If the PHA determines that an applicant does not meet the criteria for receiving a preference, the PHA will provide the applicant with written notice of the determination within ten (10) days.
2. Informal Hearing Policies for Applicants Denied Assistance for Non-Eligible Immigration Status.
 - a) Requests for an informal hearing will be personally presented either orally or in writing, to the PHA's administrative office so that the grievance may be discussed informally.
 - b) The applicant shall be provided a hearing before any person(s) designated by the PHA (including an officer or employee of the PHA), other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.
 - c) The applicant shall be provided the opportunity to examine and copy at the applicant's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the applicant's eligibility status, or in the possession of the CIS (as permitted by CIS requirements), including any records and regulations that may be relevant to the hearing.

- d) The applicant shall be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- e) The applicant shall be provided the opportunity to controvert evidence relied upon by the PHA and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.
- f) The applicant shall be entitled to be represented by an attorney, or other designee, at the applicant's expense, and to have such person make statements on the applicant's behalf.
- g) The applicant shall be entitled to arrange for an interpreter to attend the hearing, at the expense of the applicant or the PHA, as may be agreed upon by both parties.
- h) The applicant shall be entitled to have the hearing recorded by audiotape (a transcript of the hearing may but is not required to be provided by the PHA).
- i) The PHA shall provide the applicant with a written final decision, based solely on the facts presented at the hearing within fourteen (14) days of the date of the informal hearing.
- j) A decision against a family member, issued in accordance with 24 CFR 5.514(d) does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.
- k) If the family chooses not to continue to contend eligible immigration status, the family may be offered prorated housing assistance, if at least one family member is a U.S. citizen or has eligible immigration status (not a non-citizen student).

B. Move-In Orientation

Eligible applicants selected for admission will be notified in writing and required to participate in an orientation program to acquaint new resident families with the policies herein; the Lease Agreement; maintenance procedures; services provided by the PHA; Grievance Procedures; resident rights, responsibilities and obligations. After resident move-in, PHA staff will acquaint the family with the operation of heating, cooling, and plumbing equipment in the units. Within 90 days of move-in, the residents will be required to participate in an orientation to familiarize themselves with the requirements of caring for their unit and the responsibilities of the resident and the landlord. **The resident will be required to participate in a "Cleaning: Inside and Out" workshop within 90 days of move-in**

CHAPTER 11. Types of Developments and Requirements

Housing Authorities typically have several types of housing developments and dwelling unit sizes. Admission requirements for these may be different. The following outlines requirements for general occupancy developments, single elderly/disabled units.

A. General Occupancy Developments

1. The PHA will not give elderly families or non-elderly families a preference over single applicants for admission to general occupancy developments.
2. An elderly family that wants to, or needs to, be admitted to a general occupancy development must be considered on the same basis as any other family.
3. If units of appropriate sizes are available in general occupancy development the single elderly/disabled families may choose to be housed in the general occupancy development.

B. Mixed Population Developments

1. Preference for Elderly Families

Unless the PHA has obtained HUD approval to designate certain developments or portions of developments for the elderly and/or disabled, the PHA may not limit occupancy of certain units to those groups.

- a) If a non-elderly, non-disabled applicant is next on the waiting list and the unit available is located in a development originally built for elderly/disabled but not designated, the PHA must offer that unit to the applicant, even if the family includes children, as long as the composition and size of the family meets the PHA's occupancy standards.
- b) Elderly and non-elderly disabled may receive preference over non-elderly families in mixed population developments.
- c) Elderly and non-elderly disabled families will not receive preference in general occupancy developments.

2. Selection Preference for Mixed Population Developments

- a) The PHA is required to give preference to elderly families and disabled families equally in determining priority for admission to mixed population developments. No limit will be established on the number of elderly or disabled families who may be accepted for occupancy in such developments.
- b) When offering units in mixed population developments, the PHA will first offer units with accessible features to persons with disabilities who require the accessibility features of the unit.

3. Discretionary Preference for Near Elderly Families in Mixed Population Developments

A near elderly person(s) is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

- a) In no event will the PHA admit a near elderly family to a development for elderly families if there are eligible elderly families on the PHA's waiting list that would be willing to accept an offer of a suitable vacant unit in a mixed population development.
 - b) When the PHA determines that there are not enough elderly families to fill all of the units that are currently vacant or expected to become vacant within the next twelve (12) months, the PHA will give near elderly families a preference for admission to mixed population developments.
 - c) Before electing to give near elderly families such a preference, however, the PHA will conduct outreach to attract eligible elderly families, including:
 - (1) Those groups that historically have been the least likely to apply; and
 - (2) Where appropriate, elderly families residing in general occupancy developments.
 - d) If the PHA elects to give near elderly families a preference for admission to a mixed population development, the PHA will apply the preference when it selects applicants for admission from among near elderly families.
4. Discretionary Preference for Near Elderly Single Persons in Mixed Population Developments.
- If a near elderly applicant is a single person, as that term is defined in HUD regulations, the near elderly single person is given a preference for admission over other single persons to mixed population developments.
5. The PHA will not set a minimum age (such as 50 or 55) for the admission of persons who are disabled to mixed population developments.
 6. The PHA will not exclude families with children from mixed population developments, provided such developments have dwelling units of the appropriate sizes for such families.

C. Units Designed for the Disabled

1. Without incurring vacancies, the PHA will make every reasonable effort to provide dwelling units that are specially designed for families with physically disabled members who require such units.
2. The PHA may provide a dwelling unit designed for the disabled to a family that includes a mobility impaired person (such as a child or a grandparent who uses a wheelchair) even though the family head or spouse is not disabled.
3. When there are not enough disabled applicants to fill units especially designed for such persons, non-disabled applicants may be offered such units. However, it must be made clear to the family that when another unit becomes available which meets the family's needs, they will be required to move if the accessible unit is needed for a family with a member who has a disability. The lease agreement will be modified to reflect this requirement.
4. Should there be a disabled applicant or resident needing a unit with special features, that applicant/resident will be offered the unit prior to transferring a family or individual who is over-housed or under-housed.

D. Designated Housing

The PHA will give priority for occupancy of the designated housing development units to designated families.

1. If there are an insufficient number of elderly families to fully occupy the units in the designated development, the PHA may make units available to near elderly families, who qualify for preference.
2. If there are an insufficient number of elderly and near elderly families to fully occupy the units in the designated development, the PHA shall make available to all other families any dwelling unit that is:
 - a) Ready for re-rental and for a new lease to take effect; and
 - b) Vacant for more than sixty (60) consecutive days.
3. If any disabled family or elderly family chooses not to occupy or accept occupancy in a designated development, there will be no adverse effect on:
 - a) The family's admission to or continued occupancy in public housing; or
 - b) The family's position on or placement on a public housing waiting list.

E. See Appendix C for Development Units.



CHAPTER 12. Occupancy Standards

The PHA's occupancy standards specify the minimum and maximum number of household members who will be permitted to occupy dwelling units of various sizes, depending on family size, composition and extenuating circumstances, such as the ages, sexes, and disabilities of household members. The standards take into consideration the need to assign a unit with the smallest number of bedrooms that will avoid overcrowding the unit or project and minimize vacancies. The occupancy standards are as follows.

1. The Standards described below take into consideration the minimum number of occupants for admission and the maximum number of persons for continued occupancy based on an occupancy standard of two persons per bedroom.

Number of Bedrooms	Minimum No. Of Persons	Maximum No. Of Persons
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10
6	8	12

2. Units will be assigned so that persons of the opposite sex, other than husband and wife, will not be required to occupy the same bedroom, except for minors under the age of five (5) years.
3. Every family member, regardless of age, will be counted as a person. For the purpose of establishing the unit size for a family, an unborn child will not be counted as a member of the family household.
4. Normally, two persons will be assigned to each bedroom.
 - a) Persons of opposite sex, five (5) years of age or older will not be required to occupy the same bedroom, except where no unit of a suitable size is available for transfer of the family.
5. Living room space may be used for sleeping purposes, at the request of the family.
6. A live-in aide who is not a family member normally will be provided a separate bedroom.

7. For reasons of health (old age, physical disability, etc.), a separate bedroom may be provided for individual family members, as verified by a medical professional.
8. When the PHA determines that a family is over-housed or under-housed according to the above standards, the PHA will require the family to transfer to a unit of the appropriate size. Transfers of this nature will be effective prior to voluntary or family requested transfers.
9. Foster children will be counted as family members in determining the bedrooms to be assigned.
10. If the PHA is unable to fill units with families of appropriate sizes and types, it will house eligible families of the most nearly appropriate sizes on a temporary basis. Each such family will be informed, before moving in, of the dwelling lease agreement "to transfer to an appropriate size dwelling unit, based on family composition, upon appropriate notice by PHA that such a dwelling unit is available."
11. Exceptions to the minimum standards will be made if they are necessary to provide reasonable accommodation for a person with disabilities.
12. A single head of household shall not be required (but may choose) to share a bedroom with his/her children.
13. Additional bedrooms are not provided for visitors or guests. Residents will be allowed to have visitors for a period of up to thirty (30) cumulative days in any twelve (12) month period, except in the case of a family member requiring care during illness or recuperation from illness or injury as certified by a medical professional. Written permission must be obtained from the PHA for any deviation from the occupancy standards included in this policy which may result from the presence of the temporary care giver in the unit.
14. **IMPORTANT:** The maximum and minimum number of persons per unit shall be discussed with each applicant family. Families will also be informed about the status and movement of the various waiting lists and sub-lists maintained by the PHA.
 - a) If a family opts for a smaller unit than would normally be assigned under the standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change.

CHAPTER 8. Verification Requirements

A. General Requirements

The verification requirements described in this section are applicable to initial screening for eligibility, initial certification, annual reexaminations and interim reexaminations.

1. The PHA will use up-front or written third-party verification of all information whenever possible. Family-reported income will be verified via HUD's Enterprise Income Verification System for the following:
 - a) New admissions
 - b) Annual reexamination
 - c) Interim reexamination
2. If there is a discrepancy between the family-reported income and the EIV family income report, the PHA will follow the written third-party verification hierarchy to verify the family's income.
3. At least two documented attempts to obtain Third-Party Verification shall be made before the next level of verification is used. If up-front or third-party documentation is not available, the reason must be documented in the file.
4. Verified information not subject to change (such as a person's date and place of birth) need not be re-verified.
5. Information obtained that is subject to change and for which verifications are more than 60 calendar days old, should be re-verified.
6. HUD requires that verification forms to support PHA's admission decisions be placed in the applicant's (and subsequently the tenant's) files.
7. Information that is subject to change, such as income, assets, family composition, etc. should be verified close to certification or reexamination.
8. The income determination for any fixed source of income, even if the family member with a fixed source of income also has a non-fixed source of income shall upon admission to the program, full reexamination and redetermination, be third-party verified every three (3) years.
9. Preferences must be verified once, prior to admission.

B. Verification Hierarchy as Mandated by HUD

Information will be verified in order through the Verification Hierarchy described briefly below. Should the highest level of verification techniques not contain any employment and income information for the family, the PHA will attempt the next lower level of verification technique and move down the hierarchy until an acceptable form of verification is obtained. At least two (2) documented attempts to obtain third-party verification shall be made at each level before the next level of verification is used. (Level 6 being the 'highest' form of acceptable verification and Level 1 being the 'last resort' method of acceptable verification).

1. Upfront Income Verification (UIV) (Level 6): The highest mandatory level of third party verification using HUD's Enterprise Income Verification (EIV) system.

NOTE: NOT AVAILABLE FOR INCOME VERIFICATION OF APPLICANT

2. Upfront Income Verification (UIV) (Level 5): The highest (optional) level of third-party verification using non-HUD systems. Utilization of The Work Number (an automated verification system) and state government databases to validate tenant-reported income.
3. Written Third Party Verification (Level 4): The high level of third-party verification mandated as follows:
 - a) Mandatory to supplement EIV-reported income sources;
 - b) Mandatory when EIV has no data;
 - c) Mandatory for non-EIV reported income sources;
 - d) Mandatory when tenant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute.
4. Written Third Party Verification Form (Level 3): The Medium-Low level of third-party verification mandated as follows:
 - a) Mandatory if third-party written verification documents are not available or rejected by the PHA;
 - b) Mandatory when the applicant or tenant is unable to provide acceptable documentation
5. Oral Third-Party (Level 2): The Low level of third-party verification mandated as follows:
 - a) Mandatory if written third-party verification is not available.
 - b) The PHA may use telephone verifications.
6. Tenant Declaration (Level 1): The Low level of verification techniques. (Also known as Self Certification)
 - a) Used as a last resort when unable to obtain any type of third-party verification.
 - b) The PHA will accept a notarized sworn statement (with penalty of perjury) from the Applicant as Tenant Declaration when no other form of verification is available.

The PHA will not delay the processing of an Applicant beyond fourteen (14) calendar days because a third-party information provider does not return the verification in a timely manner.

For Applicants, income verification may not be more than 60 calendar days old at the time of a unit offer. An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or PHA request date.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than 120 calendar days.

C. PHA Use of Enterprise Income Verification (EIV) System

In accordance with 24 CFR 5.236 and administrative guidance issued by HUD, the PHA will utilize HUD's Enterprise Income Verification System, in its entirety, as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income.

The PHA shall obtain an 'Income Report' from the EIV System for each household. As required, the PHA shall maintain the Income Report in the resident file along with the Family Report (Form HUD-50058) and all documents used to support the income and rent determinations for all mandatory annual reexaminations of family income and composition.

If the Income Report does not contain any employment and income information for the family, the PHA shall attempt the next verification technique level and document why it moved to next lower level.

1. Use of EIV Data

EIV data is used by the PHA to validate tenant-reported income and supplement tenant-provided documents. Pursuant to HUD guidelines, the PHA shall use information for the sole purpose of determining eligibility and level of assistance for the public housing program.

Upon obtaining the EIV Income Report for the family, the PHA shall compare the EIV information to the tenant-reported information. If no discrepancy is found, the PHA shall calculate annual income using the tenant-provided documentation.

If there is a discrepancy between the EIV Income Report data and the tenant-reported income, i.e., income source not reported by tenant, substantial difference (\$2,400+ annually) in income reported, the PHA shall obtain additional information from the tenant and/or the third-party source, if necessary.

The PHA shall use the most current and reliable documentation obtained to calculate annual income. EIV data shall not be used to calculate anticipated annual income (except as specified in HUD guidelines).

NOTE: EIV is not available for income verification of applicants or new admissions.

However, as mandated by HUD, the PHA will review the EIV Income Report for all new admissions within 120 days of the PIC submission date (PHA submission of Family Report [form HUD-50058] to HUD) to validate the family-reported income. Any discrepancy in income shall be resolved with the family within 60 days of the EIV Income Report date.

2. Tenant Dispute of EIV Data

When a tenant disputes the EIV Income Report data obtained by the PHA, the PHA shall request the tenant to provide acceptable documentation to support the information in dispute. If the tenant is unable to provide any form of acceptable documentation, the PHA will request written third-party verification.

3. Dispute Reveals Incorrect EIV

a) Employment and Wage Information

Employment and wage information reported to EIV originates from the employer. The employer reports this information to the local State Workforce Agency (SWA). The SWA, in turn, reports the information to the HHS' National Directory of New Hires (NDNH) database.

If the tenant disputes the information the employer provided, it is the tenant's responsibility to contact the employer directly in writing to dispute the employment and/or wage information that the employer reported to the SWA. The tenant will be required to provide the PHA with a copy of the 'written dispute'. The 'written dispute' to the employer from the tenant should request the employer to correct the erroneous information. If employer resolution is not possible between the tenant and the employer, the tenant should contact the local State Workforce Agency for assistance.

If provided to the PHA, the copy of the tenant's correspondence to the employer that disputes the employment and/or wage information will be maintained in the tenant file.

b) Unemployment Benefit

Unemployment benefit information reported in EIV also originates from the local SWA and thus the tenant shall follow the same process as stated to dispute the information, if applicable. If provided to the PHA, the copy of the tenant's correspondence to the employer that disputes the unemployment benefit information will be maintained in the tenant file.

c) Social Security and Supplemental Security Income Benefit Information

Social Security (SS) and Social Supplemental (SSI) benefit information reported to EIV originates from the Social Security Administration (SSA). If the tenant disputes the information the SSA provided, it is the tenant's responsibility to contact the SSA at (800) 772-1213 or visit the local Social Security Administration Office.

d) Debts Owed to PHA's and Termination Information

Debts owed to PHAs and termination of tenancy information reported to EIV originates from the current or a former PHA. If the tenant disputes the information provided, it is the responsibility of the tenant to contact the PHA (who reported the information) in writing to dispute the information and provide any documentation that supports the dispute.

If the PHA determines that the disputed information is, in fact, incorrect, the PHA will update or delete the record from EIV.

Former tenants may dispute debt and termination information for a period of three years from the end of participation (EOP) date in the public housing program.

e) Identity Theft

If the tenant suspects identity theft, it is the responsibility of the tenant to:

- (1) Check their Social Security records;
- (2) File an identity theft complaint with the local police department;
- (3) File an identity theft complaint with the Federal Trade Commission; and
- (4) Monitor their credit reports with the three national credit reporting agencies (Equifax, TransUnion, and Experian).

The tenant will be required to provide the PHA with written documentation of the filed identity theft complaint.

f) Disclosure of EIV Information

The Federal Privacy Act (5 USC §552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the PHA will not share, will not provide a copy, and will not display the EIV data of an adult household member with another adult household member, unless the individual identified in the EIV data has provided written consent to disclose such information.

However, the PHA can elect to discuss with and show the head of household how the household's income and rent were determined based on the total family income reported to and verified by the PHA.

EIV information and any other information obtained by the PHA for the purpose of determining eligibility for the program may not and will not be disclosed to third parties for any reason, unless the tenant has authorized such disclosure in writing.

g) **Income Discrepancy Resolution**

In accordance with 24 CFR 5.236 the PHA will exercise the following in an attempt to resolve the discrepancy:

- (1) Discuss the income discrepancy with the tenant;
- (2) Request the tenant to provide documentation to confirm or dispute the unreported or underreported income;
- (3) If the tenant is unable to provide acceptable documentation, the PHA shall request 3rd party verification directly from the source.

If the additional documentation confirms that the family failed to report complete and accurate income information, the PHA will re-determine the tenant rent contribution retroactively as mandated by regulation. The family is required to repay the PHA for any retroactive amount owed due to the family's underreporting or failure to report income.

The tenant is required to pay the retroactive amount in full or enter into a repayment agreement with the PHA. If the tenant refuses to enter into a repayment agreement, the PHA shall terminate the family's assistance as required by regulation.

Amnesty programs are not permissible. A family terminated from the assistance program may not receive future rental assistance until the debt is repaid to the PHA.

D. Information to Be Verified

1. The PHA is required to verify information that is used to determine the family's eligibility and program compliance. The information to be verified includes, but is not limited to, the following:
 - a) Claims by an applicant or program participant that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking and that the incident in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the Violence Against Women Act. Such verification/certification shall include the name of the perpetrator. If a verification involves an individual's claim of domestic violence, dating violence, sexual assault or stalking, the PHA or owner must make such request in writing.

Self-certification will be accepted via the approved certification form (HUD-5382) that the individual presenting it is a victim of domestic violence, dating violence, sexual assault, or stalking and the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the Violence Against Women Act. Such certification shall include the name of the perpetrator.

The individual shall provide such certification within fourteen (14) business days after the owner, manager, or PHA requested such certification. If the individual does not provide such certification within fourteen (14) business days after requested, admissions to the housing assistance program may be denied or the housing assistance may be terminated.

- b) Zero and/or sporadic income status of household. Zero and/or sporadic income applicants and participant will be required to complete a family expense form at each certification or recertification. The PHA will conduct an interim recertification every ninety (90) days for zero and/or sporadic income households.
- c) Full time student status including High School students who are eighteen (18) years of age or older;
- d) Current assets including assets disposed of for less than fair market value in the preceding two years;
- e) Child care expenses when it allows an adult family member to be employed; look for work, or further his/her education;
- f) Total medical expenses of all family members in households whose head, spouse, or co-head is elderly or disabled;
- g) Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow any adult family member, including the person with the disability, to be employed;
- h) Legal identity;
- i) U.S. citizenship/eligible immigration status;
- j) Social Security Numbers for all members in the household;
- k) Familial/Marital status when needed for head, spouse, or co-head definition;
- l) Disability for determination of allowances, deductions or requests for accommodation including need for a live-in aide;
- m) Time spent seeking employment when child care is claimed for the activity; and
- n) All sources of income.
- o) Preferences applicable to placement on and selection from the waiting list based on the selection preferences adopted by the PHA.

E. Release of Information

As a condition of admission to, or continued occupancy of, any assisted unit, the PHA will require the family head and such other family members eighteen (18) years of age and older to execute a HUD-approved release and consent form authorizing any depository or private source of income, or any Federal, state or local agency, to furnish or to release to the PHA and to HUD such information as the PHA or HUD determines to be necessary. This includes a consent form for release of criminal/sex offender status information signed by each adult household member. The PHA will furnish applicants and participants a Release of Information/Privacy Act Notice [HUD-9886] when collecting information to verify income. Refusal to cooperate with the HUD prescribed verification process as outlined in this Plan and HUD regulations will result in denial of admission or termination of tenancy.

F. Authority to Obtain Criminal History Records

The PHA is authorized by 24 CFR part 5, subpart J to obtain criminal conviction records from a law enforcement agency and to use those records to screen applicants for admission to covered housing programs.

24 CFR part 5, subpart J, §5.905 states that a PHA that administers a Public Housing program must carry out background checks necessary to determine whether a member of a household applying for admission to any federally-assisted housing program is subject to a lifetime sex offender registration requirement under a State Sex Offender Registration program.

G. Permitted Use and Disclosure

1. The use and disclosure of criminal records/sex offender registration records received by the PHA may only be used for applicant screening and/or for termination of assistance. The PHA may disclose criminal conviction records as follows:

To officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information. For example, if the PHA is seeking to terminate assistance to a Public Housing participant on the basis of criminal activity/sex offender status as shown in criminal conviction records, the records may be disclosed to PHA employees performing functions related to the termination, or to the PHA hearing officer conducting an administrative grievance hearing concerning the proposed termination.

2. If the PHA obtains criminal records from a State or local agency showing that a household member has been convicted of a crime relevant to applicant screening or tenant lease enforcement or termination of assistance, the PHA must:
 - a) Notify the household of the proposed action based on the information obtained; and
 - b) Provide the subject of the record and the applicant/participant a copy of such information and an opportunity to dispute the accuracy and relevance of the information.

Note: This opportunity must be provided before a denial of admission, lease enforcement action or termination of assistance on the basis of such information.

3. Penalties for the improper release of information.
 - a) Criminal Penalty: Conviction for a misdemeanor and imposition of a penalty of not more than \$5,000 is the potential for:
 - (1) Any person, including an officer, employee, or authorized representative of a PHA who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the PHA under false pretenses; and
 - (2) Any person, including an officer, employee, or authorized representative of a PHA who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive the information.
 - b) A PHA may be liable under civil law to any applicant for, or participant of the PHA who is affected by either of the following:
 - (1) A negligent or knowing disclosure of criminal records information obtained under statutory authority about such person by an officer, employee, or authorized representative of a PHA if the disclosure is not authorized under the statute or regulations; or
 - (2) An applicant for or assisted participant of the PHA may seek relief against the PHA for inappropriate disclosure by bringing a civil action for damages and such other relief as may be appropriate. The United States district court in which the applicant

or participant resides, in which the unauthorized action occurred, or in which the officer, employee, or representative of a PHA alleged to be responsible resides, has jurisdiction. Appropriate relief may include reasonable attorney's fees and other litigation costs.

H. Receipt of Information from Law Enforcement Agencies

When the law enforcement agency/state registration entity receives the PHA's request, the agency must promptly release to the PHA a certified copy of criminal conviction records concerning the household member they have in their possession or under their control. National Crime Information Center (NCIC) records must be provided in accordance with NCIC procedures.

The law enforcement agency may charge a reasonable fee for this service, but any fee charged by the agency for this service may not be passed on to the applicant.

I. Denial Based on Consumer Reporting Agency Criminal Reports

1. When the PHA obtains the criminal background report from a consumer reporting agency (CRA), provisions of the Fair Credit Reporting Act apply.
2. If a PHA denies/terminates assistance based in part on a report obtained from a CRA, the notice must include:
 - a) Name, address and telephone number of the CRA
 - b) A statement that the CRA did not make the decision to deny/terminate
 - c) Notice of the right to obtain a free copy of the report and dispute any information in the report

J. Records Management

1. The PHA has established and implemented a system of records management that ensures that records received from a law enforcement agency are:
 - a) Maintained confidentially;
 - b) Not misused or improperly disseminated;
 - c) Destroyed once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation.
2. All information provided to an owner, manager, or PHA pursuant to VAWA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence by an owner, manager, or PHA, and shall neither be entered into any shared database nor be provided to any related entity, except to the extent that disclosure is requested or consented to in writing by the individual; required for use in an eviction proceeding of an abuser, stalker or perpetrator of domestic violence; or is otherwise required by applicable law.
3. The records management requirements do not apply to sex offender registration information that is public information or is obtained by the PHA other than from a State or local agency responsible for the collection or maintenance of such information.

K. Verifications through Drug Treatment Centers

The PHA does not request verification information directly from Drug Treatment Centers.

L. Verification of Income

1. All Income will be verified.
2. Gross Employment Income of all Household Members:
3. Social Security, Pensions, SSI and Disability Income;
4. Unemployment Compensation;
5. Welfare Payments or General Assistance;
6. Alimony or Child Support, Monetary or Not;
7. Net Income from a Business, Including Child care and Home Sales;
8. Recurring Monetary Contributions and Gifts;
9. Zero and/or Sporadic Income Status;
10. Full-Time Student Status; or
11. Veterans benefits

M. Verification of Fully Excluded Income (PIH Notice 2013-4)

1. When an income is fully excluded, the PHA is not required to:
 - a) Verify the income in accordance with the HUD-prescribed verification hierarchy;
 - b) Document in the tenant file why third-party verification was not available; and
 - c) Report the income in Section 7 of the form HUD-50058.
2. The PHA may accept an applicant or participant's self-certification as verification of fully excluded income. The PHA's application and reexamination documentation, which is signed by all adult family members, may serve as the self-certification of the fully excluded income.
3. The PHA may elevate the verification requirements, on a case by case basis, to determine if a source of income qualifies for a full exclusion.
4. Examples of common fully excluded income categories that are verifiable through applicant or participant self-certification are:
 - a) Supplemental Nutrition Assistance Program (SNAP) benefits, formerly known as food stamps.
 - b) Income from a live-in aide.

N. Verification of Partially Excluded Income (PIH Notice 2013-4)

1. Income that is partially excluded means that only a certain portion of the income reported by the family qualifies to be excluded, while the remainder must be included when determining the family's annual income.
2. For partially excluded income, PHAs are required to:
 - a) Comply with HUD-prescribed verification requirements and all applicable regulations pertaining to the determination of annual income; and
 - b) Report the income in Section 7 of the form HUD-50058.

3. Examples of partially excluded income that are subject to regular verification requirements include:
 - a) Income subject to the 50% phase-in period of the Earned Income Disallowance
 - b) Earnings in excess of \$480 for full-time students 18 years old or older
4. To determine the amount of earnings to include in the calculation of the family's annual income, the PHA must verify the amount of employment income for these family members.

0. Streamlined Annual Reexamination Income Determination for Fixed Incomes

1. The PHA will conduct a streamlined income reexamination for any family member with a fixed source of income, even if the family member has non-fixed sources of income. Upon admission to the program, the PHA will obtain third-party verification of all income sources for all family members.
2. A family member with a fixed income source is defined as a family member whose income includes periodic payments at reasonable predictable levels from one or more of the following sources:
 - a) Social Security, Supplemental Security Income, Supplemental Disability Insurance;
 - b) Federal, state, local, or private pension plans;
 - c) Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar type of periodic receipts; or
 - d) Any other source of income subject to adjustment by a verifiable cost of living adjustment (COLA) or current rate of interest.
3. The fixed source of income for the family member will be third-party verified every three (1) years. The non-fixed source of income for the family member remains subject to annual third-party verification. In the interim 2 years, an income reexamination may be performed for the family member with a fixed source of income by applying to a previously determined or verified source of income a COLA or interest rate adjustment specific to each source of fixed income.
 - a) In the absence of such verification for any source of fixed income, third-party verification of income amounts must be obtained.
 - b) The PHA will continue to conduct third-party verification of deductions.
4. The COLA or current interest rate applicable to each source of fixed income must be obtained either from:
 - a) A public source; or
 - b) Tenant-provided third-party generated documentation

P. Assets and Income From Assets

Family members with assets are required to report all assets annually. The amount of interest earned on the assets will be included in the annual income used to calculate the Tenant rent. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from assets or a percentage of the value of such assets based on the current passbook savings rate.

All assets to which any household member has access and income from assets will be verified. This may include but is not be limited to the following:

1. Checking Accounts
2. Current Savings Accounts and Certificates of Deposit of all household members;
3. Property Owned or Financed by Household Members;
4. Cash Value of Life Insurance Policies;
5. Retirement/Pension Funds; or
6. Assets Disposed of for Less than Fair Market Value in previous 24 months.

Families with assets less than \$5,000 typically generate minimal income from the assets which results in minor changes to the Tenant rent.

Q. Self-certification of Assets

The PHA will accept the family's declaration that the family (including minor family members) has total net assets equal to or less than \$5,000 and the total amount of income expected from all assets to be less than or equal to \$5,000 at the family's next interim or annual reexamination. Adult family members 18 years old or older must sign the family's declaration of total assets. The PHA's interim or annual reexamination documentation, which is signed by all adult family members, can serve as the declaration. The family's declaration of total assets must:

- a) Show each asset, and
- b) The amount of income expected from each asset.

Where the family has net family assets equal to or less than \$5,000, the PHA will not request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. Where the family has net family assets in excess of \$5,000, the PHA must obtain supporting documentation (e.g. bank statements) from the family to confirm the assets. All assets will continue to be reported on HUD-50058.

The PHA will obtain third-party verification of assets for new additions to the family. At the next annual reexamination of income following the addition of the new family member, the PHA will obtain third-party verification of all family assets if the addition of the new family member's assets puts the family above the \$5,000 asset threshold. If the addition of the new family member's assets does not put the family above the \$5,000 asset threshold, the PHA will not obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, the PHA will obtain third-party verification of all family assets at least every 3 years.

If the PHA has adopted a previous self-certification of assets provision, the PHA will obtain third-party verification of all family assets at the family next income reexamination.

R. Verification of Deductions from Income**1. Child care Expenses**

The PHA will verify:

- a) Eligibility for Child care Expenses;
- b) Reasonable Cost for Child care;
- c) A child care expense deduction is allowed when a family member requires child care to:
 - (1) Further his/her education, or
 - (2) Actively seek employment, or
 - (3) Be employed

Verification of child care expenses must validate the requirements of the child care deduction found in Chapter 9. G. 5 of this policy

2. Medical and Handicapped Assistance Expense

- a) IRS publication 502 will be used as guidance where questions arise as to an item's eligibility.
- b) Where an expense item can be treated as either a medical or a disability assistance expense the PHA will calculate the expenses both ways and give the family the greater deduction.
- c) The PHA will advise all families at each certification/recertification that they may report any one-time non-recurring medical or disability expense cost and request an interim recertification.
- d) Families who claim medical expenses or expenses to assist a person with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. Reimbursement of medical expenses must be reported on form HUD-50058.
- e) All expense claims will be verified by one or more of the methods listed below:
 - (1) Written third party verification by a doctor, hospital or clinic personnel, dentist, pharmacist, concerning anticipated medical costs to be incurred by the family and regular payments due on medical bills; and extent to which those expenses will be reimbursed by insurance or a government agency.
 - (2) Written third party confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
 - (3) Written third party confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next twelve (12) months. A computer printout will be accepted.

3. Disability Assistance Expense Deduction

- a) Families are entitled to deduction for un-reimbursed expenses for care attendants and auxiliary apparatus expenses for a member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including member disabled) to work.

- b) The allowable disability assistance expense is that portion that exceeds three percent of annual income.
- c) This deduction may not exceed the earned income received by family members who are eighteen (18) or over, and who are able to work because of such attendant care or auxiliary apparatus.
- d) The PHA will verify:
 - (1) The disability;
 - (2) The un-reimbursed expenses for care or apparatus;
 - (3) Whether the expense is directly related to enabling employment; and
 - (4) Income earned due to the care or apparatus.

S. Verifying Non-Financial Factors

Non-financial factors that must be verified include, but are not limited to:

- 1. Legal Identity;
- 2. Marital Status;
- 3. Familial Relationships;
- 4. Permanent Absence of Adult Member;
- 5. Change in Family Composition;
- 6. Disability;
- 7. Funds Owed the PHA or Other Housing Authorities;
- 8. Social Security Numbers

The PHA will require the applicant to provide Social Security Numbers for all household members or certify that no Social Security Number has been issued; or

- 9. Citizenship and Non-Eligible Immigration Status.

T. Verification of Local Preference

Verification of family/individual preferences shall be conducted at the time of selection from the waiting list. At the time of application, the preference claimed by the family is used to place them on the waiting list.

A family's preference status may change, thus voiding the original preference claimed. In that case, the family's placement on the waiting list may require adjustment based on their circumstances.

Similarly, a family originally having no preference status at the time of application may gain a preference while waiting that would change their placement on the waiting list.

The following methods may be used based upon the PHA's preference policies:

	Preference	Acceptable Forms of Verification
	Applicant families whose head of household, or spouse is employed or has a bona fide offer for employment	<p>Employer verification of employment or offer of employment;</p> <p>W2Form; ok</p> <p>Paycheck stubs with year-to-date earnings</p>
	Victims of domestic violence (spousal/child abuse), dating violence, sexual assault, or stalking	<p>In response to a written request to the applicant or tenant, an applicant or tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking or someone on their behalf may complete the optional form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation, or may submit one of the following types of third-party documentation to the PHA:</p> <p>(1) A document signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "unprofessional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meets the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003; or</p> <p>(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or</p> <p>(3) At the discretion of the PHA, a statement or other evidence provided by the applicant or tenant.</p> <p>HUD has determined it is at the discretion of the applicant or tenant which of the forms of documentation to submit. As long as the victim provides the optional HUD-approved certification form (HUD-5382), third-party documentation, a verbal statement, or other corroborating evidence, the victim is statutorily entitled to VAWA protections.</p>
	Youth maxing out of the Foster Care System	OHS documents for maxing out

Admissions and Continued Occupancy Policy

	<p>Involuntary displacement</p>	<p>Certification from a unit or agency of government that an applicant has been or will be displaced as a result of a disaster.</p> <p>Certification from an owner or owner's agent, that an applicant had to, or will have to vacate a unit by a certain date because of an owner action specified in the regulations.</p> <p>Certification of displacement because of being a victim of domestic violence. The applicant family will be required to certify that the abuser will not return to the residence without prior written permission of PHA.</p> <p>Certification of displacement to avoid reprisals, if a family member is providing information to a law enforcement agency. The law enforcement agency must conduct a threat assessment and recommend that the family be re-housed to avoid or minimize risk.</p> <p>Certification of displacement by hate crimes, if one or more family member is a victim of a hate crime and law enforcement officials and/or appropriate social service agencies show that the hate crime occurred recently or is of a continuing nature. A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his/her property and that is based on the person's race, color, religion, sex, natural origin, disability, or familial status.</p> <p>The owner and/or the appropriate social services agency can provide certification of displacement due to inaccessibility of the unit. In this case, the owner must be able to demonstrate that he/she is not required by law to make the unit accessible.</p> <p>Certification by HUD or other governmental or relocation agency regarding the displacement of families in a multi-family housing development that is subject to disposition.</p>
	<p>Veterans</p>	<p>D0214 Form</p>
	<p>Homeless</p>	<p>The PHA may require the applicant to provide third-party documentation to verify they are homeless and qualify for the homeless preference or the PHA may rely on third-party verification from a homeless service organization that the applicant is homeless and qualifies for the homeless preference. The PHA also recognizes requiring the applicant to obtain third-party verification of homelessness may not be feasible and the PHA may rely on an affidavit or notarized statement (Level 1 Verification) from the applicant to verify their homelessness.</p>

CHAPTER 9. Determination of Income and Rent Calculation

The PHA will not devise or implement income or rent determination, verification, or other related policies or procedures in a way that discriminates against persons on the basis of race color, national origin, sex, religion, familial status, and perceived or actual disability.

A. Annual Income

Annual income is used to determine whether the family is within the Income Limits applicable to the PHA's jurisdiction. Annual income is the anticipated amounts, monetary or not, that go to, or on behalf of, the family (including temporarily absent head, spouse or co-head), and are received from a source outside the family" within the twelve (12) months following certification.

- a) All income that is not specifically excluded by HUD regulations is counted.
- b) Adjusted income is the annual income minus HUD mandated deductions.
- c) Both annual and adjusted incomes are used to calculate the amount of rent. In calculating annual and adjusted income, the PHA must include the income of every member of the household, including those who are temporarily absent. Income of persons who are permanently absent from the household will not be counted.

B. Income Inclusions

1. Temporarily and Permanently Absent

HUD regulations specify that the income of family members who are "temporarily absent" from the household is to be included in total family income. The PHA has determined that "temporarily absent" is defined as an absence for up to ninety (90) days. An exception to the inclusion of that income is extended to members of the military and temporarily absent may exceed one year. Military absence can be confirmed with call-up orders. Other absences will be confirmed based on the circumstances of the absence.

Families must report in person or in writing to the PHA any absence of the entire household from the unit of more than thirty-one (31) consecutive days, consistent with the lease provisions. Families must report any family members who have been or are expected to be absent from the household for more than fourteen (14) days. Any changes in family composition must be reported in person or in writing to the PHA within fourteen (14) days. Families will be counseled at briefing sessions and re-certification on the effect family composition may have in determining unit size and Total Tenant Payment as well as the PHA's policies for dealing with such changes. At times, situations may arise that result in the temporary or permanent absence of a family member or members from the household. Such situations will be handled in the following manner:

a) Absence of children for foster care

In instances in which the children have been removed from the home by a social service agency, the agency will be contacted to determine the approximate length of time the children are expected to be away from the home.

- (1) If the agency indicates that the children are expected to return to the home at some point during the next twelve (12) months, the children will remain a part of the family composition and will be counted in determining the family's unit size.

(2) If the children are not ever expected to be returned to the home, the children will be removed from the family composition and the family's unit size may be reduced accordingly.

(3) If the agency indicates that it is unknown whether the children will be returned to the home, the children will remain a part of the family composition.

Oral conversations with the social service agency must be thoroughly documented in the family file, including the date of contact, name and title of contact person, name of agency, and telephone number and the details of the conversation.

b) Absence of single parent; use of caretaker adult

When a single parent leaves the household for an extended period as a result of imprisonment, hospitalization, military service, etc., and another adult approved by the PHA moves into the home to care for the children, the rental assistance will not be terminated. The family composition will be modified to include the name of the caretaker as head of household. The caretaker's income will not be included in the family income. The single parent's name shall be temporarily removed, and the file documented to explain the circumstances. When the parent returns to the unit, the caretaker may leave or remain in the household. If the caretaker remains, his/her income will be included in the calculation of family income.

c) Absence of head of household, spouse or co-head due to military service or school

If the head of household, spouse or co-head is absent from the home to serve in the military or attend school, the individual will be considered temporarily absent and the income will be included in the calculation of family income. However, income received as a result of special hazardous duty pay when exposed to hostile fire will not be included.

d) Absence of other family member due to military service or school

If a family member other than the head of household, spouse or co-head is absent from the home to serve in the military or attend school, the family has the option of considering the person permanently absent (income not counted; not on lease) or temporarily absent (income counted; on lease). Income received as a result of imminent danger pay when exposed to hostile fire will not be included.

e) Absence due to hospitalization of sole member

When the family consists of only one member and that person leaves the home to go into a hospital or nursing home for a period of more than twelve (12) months, the assistance will be terminated. If a responsible medical professional verifies prior to the expiration that the confinement will be permanent, the PHA will terminate the assistance.

If a medical source documents that a family member who is residing in a nursing facility or hospital is expected to return to the unit in 365 days or less, the person shall be considered temporarily absent. If the person does not return to live in the unit within 365 days, the individual will be considered permanently absent and issued a thirty (30) day notice to terminate.

f) Absence of All Household Members

If all members of the household are absent for thirty-one (31) consecutive days, but have not moved from the unit, assistance will be terminated. In order to determine if the family is absent from the unit, the PHA may write letters to the family at the unit,

telephone the family at the unit, interview neighbors, and/or verify if utilities are in service. In cases in which the family has moved from the unit, assistance will be terminated in accordance with the PHA's termination and eviction policies.

g) Adult visitors

An adult may visit a unit for no more than thirty (30) cumulative days per year with prior approval from PHA Manager. Exceptions may be granted by the PHA if the visitor is providing care for a household member with a long-term illness. Adults exceeding this limit must be approved by the PHA before being considered a family member and added to the lease. Addition of such person may not be approved if they cannot be accommodated within the existing occupancy limits for the unit.

h) Child visitors

Children under the age of eighteen (18) may visit a unit for a maximum of thirty (30) cumulative days per year without being considered part of the family, provided the family has the written permission of the PHA.

i) Joint Custody of Children

Children who are subject to a joint custody agreement but live in the unit at least fifty-one percent (51%) of the time will be considered members of the household. The PHA defines 51% of the year as 186 days. If the family includes a child who is temporarily absent from the home due to foster care, the standards in paragraph "an above will be used.

2. Earned Income

Earnings anticipated to be received in the twelve (12) months following the effective date of the certification will be annualized. To annualize income, the PHA will multiply:

- a) Hourly income by the number of hours worked in a year;
- b) Weekly income by 52 weeks, unless it is verified that less weeks will be worked;
- c) Bi-weekly income by 26 pay-periods;
- d) Semi-monthly by 24 pay-periods; and
- e) Monthly by 12 pay-periods.

Where income is seasonal or fluctuates as to hours or rates, such as for teachers, construction workers, farmers or migrant workers, the PHA will use an average for twelve (12) months based on past income history of the family and such anticipated income that can be verified.

3. Temporary or Sporadic Income

Temporary or sporadic income is not counted in determination of annual income. Employment lasting less than thirty (30) days will be considered temporary. Sporadic income includes amounts that are neither reliable nor periodic. The PHA will average amounts of recurring sporadic or temporary income in an effort to present the most accurate calculation of annual income.

4. Cyclical or Seasonal Work

When income varies due to cyclical or seasonal work, and the source of income has not changed from the previous year, the PHA may rely on the previous year's income to

anticipate income for the coming year. Increases in pay rate over that of the previous year would be considered.

When anticipated income cannot be determined for a full twelve (12)-month period, the PHA will annualize current income and conduct an interim reexamination when income changes.

5. Net Income from Business or from Self-Employment

The net income from the operation of a business or self-employment is counted as income. Net income is the amount of business income received less expenses incurred. Deductions from business income can include business vehicle expenses, supplies and materials, staff salary and benefits, depreciation of assets. Any withdrawals of cash from the business will be considered income unless the withdrawal is reimbursements of cash or assets invested in the operation by the family. Expenditures for expansion or amortization of capital indebtedness are not used as deductions from income.

Business expansion includes substantially increasing the size of the business or branching out into adjacent areas that are not part of the original operation. Straight-line depreciation of assets is an allowable expense and can be verified through examination of the income tax forms filed for the business or audited financial statements. Similarly, the accounting records and financial statements can be used to determine the initial/ongoing cash or assets invested in the business. This information can be used to determine whether or not a withdrawal is a reimbursement of investments in the business. If a business is co-owned by someone outside the household, audited financial statements and income tax returns can provide information to determine the level of net income to be attributed to the family from part ownership of the business.

6. Regular Contributions and Gifts

The PHA has determined that a regular contribution is one that is made weekly or monthly for at least seven months within a twelve (12) month period. Contribution/gift values will be determined by verifying with the giver, the amount, type and frequency of the contributions. For example, the average cost of regular donations of groceries or clothing to the family will be counted in family income. Also, where specific bills are paid such as telephone, gas, electric, cable, rent, etc., verification of billed amounts will be sought from the providers.

Payments made by persons or entities (such as insurance company reimbursement for doctor bills or prescriptions) specifically for medical expenses will be excluded from income. Verification of the amount paid will be secured directly from the provider and third-party verification will be secured from the recipient. Any discrepancy between the amount paid and the amount due, or credit to the family will be counted as income unless it is determined that the amount is a one-time contribution.

7. Alimony and Child Support

The full amount of alimony and child support payments is included in the calculation of annual income. Verification of the amounts can be found in the final divorce decree or settlement papers or may be obtained from the court if payments are made to and distributed by the court. If the family asserts that they are not receiving the full amounts due, the family must present documentation of collection efforts or other satisfactory documentation that verifies the funds are not paid in full. If the payee has filed a claim in court for non-payment or under-payment, the PHA may use those documents for

verification. Until the PHA obtains verification of the lesser amount, the full amount of alimony and child support payments will be included in income.

In cases where there is no award by the court, the PHA must seek verification from the provider of the amounts paid, view canceled checks or money order receipts and, for alimony, the provider's income tax returns, if available. Information from the provider will be matched against records provided by the payee including tax returns, if any, and any discrepancies reconciled to assure an accurate amount to include in annual income.

8. Lump Sum Payments

Lump-sum payments received due to delayed start of periodic payments (e.g., unemployment, TANF, or child support) except Social Security and Supplemental Security Income benefits, whether due to disputes or processing problems are counted as income.

Attorney fees may be deducted from lump-sum payments when the services were necessary to recover the lump-sum settlement and when the recovery does not include additional monies to pay the attorney fees.

Social Security and Supplemental Security Income benefits that are received in a lump sum or prospective monthly amounts are excluded from annual income. The lump sum payment may be treated as an asset.

9. Income from Assets

Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from assets or a percentage of the value of such assets based on the current passbook savings rate.

a) Assets Valued Under \$5,000

When assets owned by any family member (including minors) have a combined cash value of less than \$5,000, actual income received from the asset(s) is counted as income. (For example, checking and savings accounts.) In determining the value of checking accounts the PHA will use the lesser of the current balance or the average daily balance of the account for the most recent past three (3) months. Anticipated interest will be determined by multiplying the value of the checking account by the annual interest rate.

b) Assets Valued Over \$5,000

When assets owned by any family member (including minors) have a combined cash value of more than \$5,000, the PHA will use the greater of actual income received from the asset(s) or imputed income using the passbook rate as determined by the PHA.

c) Assets Disposed of for Less than Fair Market Value

The PHA will count as an asset the difference between the market value and the actual amount received for assets disposed of for less than market value for two (2) years from date of disposition. If all assets total more than \$5,000, the PHA will use the greater of actual income received from the asset(s) or imputed income using the passbook rate as determined by the PHA.

d) Contributions to Retirement Funds

While an individual is employed, only the amount the family can withdraw without retiring or terminating employment is included as an asset. After retirement or termination of employment, any amount the employee elects to receive as a lump sum is included in income.

e) Passbook Rate Calculation

PHA Determination of the Passbook Rate: The PHA will use the actual Savings National Rate that is in effect on the first day of the PHA's fiscal year. The PHA will review the Savings National Rate annually and adjust it accordingly on the first day of the PHA's fiscal year. Current and historical Savings National Rates may be accessed at www.fdic.gov/regulations/resources/rates/.

10. Military (Armed Forces) Pay

The Military Pay of the head of household, spouse or co-head is included in annual income. All regular pay, special pay and allowances of member of the military will be included in income (EXCEPTION: Special hazardous duty pay for a family member exposed to hostile fire.)

11. Public Assistance

a) Public assistance includes:

- (1) Temporary Assistance to Needy Families (TANF); and
- (2) General Assistance.

b) Special calculations must be made for benefits received in "as paid" state or local programs.

"As paid" programs are those in which the family receives a specific amount for shelter and utilities and the amount is adjusted based upon the actual amount the family pays for shelter and utilities.

c) In "as paid" programs, the amount of welfare assistance income shall consist of:

- (1) The amount of the grant exclusive of the amount specifically designated for shelter and utilities; plus
- (2) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount counted, as income is the actual amount received.

12. Imputed Welfare Income

The PHA will not reduce a family's contribution if the family's welfare benefits are reduced due to:

- a) Welfare fraud; or
- b) Failure to fulfill the Welfare Department's economic self-sufficiency or work requirements.

Imputed Welfare income must be calculated if the Welfare Agency verifies in writing that a family has been sanctioned for one of the two reasons above. Under these circumstances, the PHA will not reduce the total tenant payment for the family. The amount of the sanction in welfare benefits is identified as imputed welfare income. The amount of the imputed welfare income plus other income received by the family is used to calculate the total tenant payment.

When new income to the household exceeds the imputed welfare income, the imputed welfare income is no longer considered in the determination of annual income.

The family will be offered an opportunity for an informal hearing. The PHA will determine through third-party written verification why the benefits were reduced or suspended before adjusting the income and rent. If welfare benefits expired and program requirements were met, the family income will be reduced to determine rent.

13. Payments in Lieu of Earnings

When payments in lieu of earnings cannot be anticipated for the twelve (12) months following examination, annualize the payments in lieu of earnings and conduct an interim recertification when income changes.

This may include:

- a) Unemployment;
- b) Disability Compensation (unless it is a lump sum payment);
- c) Worker's Compensation (unless it is a lump sum payment); and
- d) Severance Pay (unless it is a lump sum payment).

Lump-sum health and accident insurance payments and Workers' Compensation benefits are not counted as income.

14. Periodic Payments and Allowances

The full amount of periodic amounts received from:

- a) Social Security;
- b) Supplemental Security Income;
- c) Annuities;
- d) Insurance Policies;
- e) Retirement Funds;
- f) Pensions;
- g) Disability or Death Benefits;
- h) Alimony or Spousal Support;
- i) Child Support;
- j) Other Types of Periodic Receipts.

The withdrawal of cash from an investment that is received as periodic payments (i.e. 401K, IRA) should be counted as income unless the family can document and the PHA verifies that amounts withdrawn are reimbursement of amounts invested. When a family makes a withdrawal from an account in which it has made an investment (such as an

annuity or IRA), the withdrawals count as income only after the amount invested has been totally paid out.

If benefits (such as Social Security or Veteran's benefits) are reduced due to a prior overpayment, use the actual amount of the current allocation (before withholding for medical premiums).

If benefits are reduced due to other withholding, such as an IRS garnishment or child support garnishment, use the full award amount.

15. Income of Dependents

A dependent is a family member who is under 18 years of age, is disabled (regardless of age), or is a full-time student (regardless of age). The head of household, spouse or co-head, foster-child, or live-in aide are never dependents.

- a) Benefits and non-earned income of minors are counted in determining annual income. Earned income of minors is not counted.
- b) Count only the first \$480 of earned income of full-time students age 18 and older who are not the head of household, spouse or co-head.
- c) Count all non-earned income of full-time students.
- d) Count all income (earned and non-earned) of the head of household, spouse or co-head, even if he/she is a full-time student or a minor.

16. Income of Student of Higher Education

- a) Include only the first \$480 of earnings for full time students other than the Head of Household, Spouse, Co-head, or foster children
- b) Include the gross earnings of a student of higher education who is Head of Household, Spouse, or Co-head
- c) Include all other unearned income (except that which is excluded by federal regulation) of students of higher education.
- d) The full amount of student financial assistance paid directly to the student or educational institution is excluded. Student Work Study income is considered to be financial assistance and therefore excluded.

17. Financial Assistance to Single Eligible Students of Higher Education

Financial assistance, in excess of amounts received for tuition and any other required fees and charges (e.g., athletic and academic scholarships) that an individual student receives under the Higher Education Act of 1965 (20 U.S.C. 1002) shall be excluded from annual income for that individual.

18. Income of a Live-in Aide

The income of a live-in aide is excluded from income provided that the person meets the live-in aide criteria established by HUD.

A live-in aide is a person who resides with one or more elderly or near elderly persons or persons with a disability and who:

- a) Is determined to be essential to the care and well-being of the persons;
- b) Is not obligated for the support of the persons; and
- c) Would not be living in the unit except to provide the necessary supportive services.

This definition does not automatically exclude relatives. Adult sons, daughters or other relatives could qualify as a live-in aide and have their income excluded if they demonstrated that they otherwise would be living elsewhere. Verification would involve a determination regarding whether the person previously lived outside the unit and moved back solely to take care of the family member or hasn't resided in the unit for at least three months. However, husbands or wives may provide attendant care for spouses but would not qualify as a live-in aide and have their income excluded since they would be living in the unit and are legally responsible for support.

Verification of the need for live-in aide services should be obtained from qualified medical, health or social services/rehabilitation specialists. Verification of a legal requirement for support includes marriage certificates, court ordered guardianship, or other legal documents requiring the attendant to be legally responsible for support of the person they care for. The PHA will verify residency of the attendant as being elsewhere through prior landlords, rental agreements or leases, rental receipts, utility bills in the attendant's name for another address, driver's license or other government issued ID, etc.

Live-in aides are not remaining members of a resident family and must vacate the unit if the person they care for vacates. Also, live-in attendants should have their own bedroom and may have family members live with them provided that the presence of the live-in aide's family does not cause over-crowding. Regulations prevent the PHA from providing additional bedrooms for live-in aide's family members.

C. Averaging Income

There are two ways to calculate income when the income cannot reasonably be anticipated for a full year:

- a) Annualize current income (and subsequently conduct an interim reexamination if income changes); or
- b) Average known sources of variable income to estimate an annual income (no interim adjustment is required if income remains as predicted).

Income from the previous year may be analyzed to determine the amount of anticipated income when future income cannot be clearly verified. If, by averaging, a reasonable estimate can be made, that estimate will be used to anticipate annual income over the next twelve (12) months, instead of changing the rent every month as the income fluctuates.

D. Federally Mandated Income Exclusions

Some amounts are prohibited from being included in a family's income for rent determination purposes. These amounts, called exclusions, are not part of Annual Income. See Section VIII: Verifications for verification and reporting requirements related to Fully Excluded and Partially Excluded Income.

1. Wages of Family Members under Age 18

The full amount of income from employment of children (including foster children) under the age of 18 (excluding the head of household, spouse of head of household, or co-head).

CHAPTER 13. Offering the Units (Tenant Selection and Assignment Plan)

As dwelling units become available for occupancy, responsible PHA employees will offer units to applicants on the waiting list. In accordance with the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the PHA encourages occupancy of its developments by families with a broad range of incomes. At a minimum, forty percent (40%) of all new admissions on an annual basis will be extremely low-income families (See Appendix D for Income Limits). The offer of assistance will be made without discrimination because of race, color, religion, sex, national origin, age, disability or familial status. The offer of assistance will also be made without discrimination because of acts of domestic violence, dating violence, sexual assault, or stalking against the applicant.

A. Income Limits and Targeting

Families with income of eighty percent (80%) or less of the published Average Median Family Income (AMFI) are eligible for admission to the Low-Rent Public Housing program. 24 CFR 960.503 and 505 allow exceptions to this rule for PHA's with fewer than 250 units or for increasing security by housing a police officer who may be income ineligible.

Not less than forty percent (40%) of the families admitted to the PHA's public housing program during the fiscal year from the waiting list shall be extremely low-income families.

This percentage of admissions of extremely low-income families to the Public Housing Program may be decreased by up to ten percent (10%) when more than seventy-five percent (75%) of extremely low-income families are admitted to the HCV program in the PHA's fiscal year. The percentage of extremely low-income families admitted to the Public Housing Program can never be less than thirty percent (30%) in a fiscal year.

The credit for Voucher program admissions that exceed the minimum Voucher program targeting requirement shall not exceed the lower of:

- a) Ten percent (10%) of public housing waiting list admissions during the PHA's fiscal year; or
- b) Ten percent (10%) of waiting list admission to the PHA's Section 8 tenant-based assistance program during the PHA's fiscal year; or

The number of qualifying low-income families who commence occupancy during the fiscal year of the PHA's public housing units located in census tracts with a poverty rate of thirty percent (30%) or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

B. Deconcentration

The offers will be made in the following manner.

To the maximum extent feasible, the deconcentration and income-mixing requirements of the QHWRA will be followed. Families with incomes ranging from 0% to 80% of median income will be selected in accordance with the tenant selection section of this policy. Families with the highest incomes will be offered units in developments where average family incomes are lowest. Conversely, families with the lowest incomes will be offered units in developments with the highest average family incomes. The PHA may offer incentives to families to accomplish the de-concentration and income-mixing objectives.

The PHA may employ a system of income ranges in order to maintain a resident body composed of families with a range of incomes and rent paying abilities representative of the range of incomes among low-income families in the PHA's area of operation and may take into account the average rent the PHA should receive to maintain financial solvency. The PHA's selection policies are designed so that selection of new public housing residents will bring the PHA's actual distribution of rents closer to the projected distribution of rents.

The PHA will select, based on date and time of application and preferences, two (2) families in the extremely low-income category and two (2) families from the lower income category (31% to 80% of area median income) alternately until the forty percent (40%) admission requirement of extremely low-income families is achieved (2 plus 2 policy).

After the minimum level is reached, all selections will be made based solely on date, time and preferences.

Any applicants passed over as a result of implementing this 2 plus 2 policy will retain their place on the waiting list and will be offered a unit in order of their original placement on the waiting list.

C. Unit Offer

1. Under this plan, each qualified applicant first in sequence on the waiting list is made one offer of a unit of appropriate size, amenities and available for leasing (if an accessible unit is required). If the offer is rejected, the applicant must be offered a second unit of appropriate size, amenities and available for leasing. The offers will also be made to affect the PHA's policy of economic de-concentration. If that offer is rejected, the applicant will be removed from the waiting list, unless the applicant has good cause (as defined below) to reject the offer.

The applicant must accept the vacancy offered within five (5) days of the date the offer is communicated (by phone, mail or other method of communication designated by the applicant) or be removed from the waiting list. A letter will be sent to the applicant confirming any offer made by telephone. If the PHA is unable to contact the applicant by phone, the PHA will send a registered letter, return receipt requested.

2. When leasing a vacant dwelling unit, the PHA will offer the unit to applicants on the waiting list in sequence, until someone accepts it, in accordance with the PHA's local preferences and/or the date and time of application.
3. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that will serve to achieve the PHA's goal of economic de-concentration.
4. The applicant will not be considered to have been offered a suitable unit if:
 - a) The unit is not of the proper size and type, and the applicant would be able to reside there only temporarily (e. g., a specially designed unit that is awaiting a disabled applicant needing such a unit).
 - b) The unit contains lead-based paint and accepting the offer could result in subjecting the applicant's children who is under six (6) years of age to lead-based paint poisoning.

- c) The applicant is unable to move at the time of the offer and presents clear evidence that substantiates this to the satisfaction of the PHA. Examples:
 - (1) A physician verifies that the applicant has just undergone major surgery and needs a period of time to recuperate; or
 - (2) A court verifies that the applicant is serving on a jury which has been sequestered.
- d) Accepting the offer would result in undue hardship to the applicant, and such acceptance is not related to consideration of race, color, creed, sex, age, religion, disability, national origin, or familial status, and the applicant presents clear evidence which substantiates this to the satisfaction of the PHA. Examples of this circumstance are inaccessibility to employment, education or job training, children's day care or educational programs for children with disabilities if the move would require a household member to quit a job, education or training program or take the child out of the special program.
- e) A low-income family refuses the offer of a unit in a development with very low-income families or vice versa.

D. Primary Residence

1. The unit leased from the PHA must be the family's primary residence. Assistance will be terminated if the PHA determines the leased unit is not the family's primary residence.
2. Factors that may be considered in determining whether a tenant remains a primary resident include:
 - a) Family members using an address other than the PHA unit as a place of residence on any tax return, motor vehicle registration, driver's license or other document filed with a public agency;
 - b) Using an address other than the PHA unit as a voting address;
 - c) Subletting the housing accommodation.
 - d) Absence from the unit for thirty (30) consecutive days without notice and/or PHA approval.
 - e) Absence from the unit for more than thirty (30) cumulative days during a lease period, except for temporary periods of absence including military service, enrollment as a full-time student; relocation by court order; temporary relocation due to employment; hospitalization or other reasonable grounds.
 - f) PHA exceptions to d) and e) above will be subject to PHA approval on a case by case basis.

CHAPTER 14. Rental Fees and Other Charges

The following outlines the policies for calculating rental fees and other charges to be paid by PHA residents.

A. Tenant Rent

Tenant rent is the amount of rent payable by the resident to the PHA. Tenant rent is Total Tenant Payment (TTP) minus any applicable utility allowance for tenant paid utilities.

1. Rent is due and payable on the first day of the month and is delinquent if not paid by the close of business on the fifth day of the month, unless the fifth day falls on a week-end or holiday, in which case rent will be late as of the close of business on the next full business day.
2. The PHA's policy does not allow acceptance of cash for rent or other charges. Rental and other payments will be accepted only in the form of money orders, cashier's checks or personal checks.
3. Personal checks may be presented until or unless more than one Non-Sufficient Funds (NSF) check is presented. An insufficient fund (NSF) fee of \$35.00 will be assessed against the resident's account.
4. The resident will then be required to make payment using money orders or cashier's checks.

B. Late Fees

1. If rent is unpaid by the close of business on the fifth day of the month, a one-time per month late fee of \$25.00 will be assessed.

C. Choice of Rent

1. At all new admissions, the PHA will permit the family the choice between the flat rent amount and the income-based rent.
2. Annually, the PHA will give each family the opportunity to select between two methods of determining the monthly amount of tenant rent payable by the family. The family may choose to pay as tenant rent a flat rent or a calculated income-based rent.
 - a) Flat Rent: Is determined annually by the PHA and is based on the market rental value of the unit. The PHA will establish a flat rent for each public housing unit that is:
 - (1) No less than 80 percent of the applicable Fair Market Rent (FMR); or
 - (2) No less than 80 percent of an applicable small area FMR (SAFMR) or unadjusted rent, if applicable, as determined by HUD, or any successor determination, that more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area. If HUD has not determined an applicable SAFMR or unadjusted rent,

- (3) The PHA may request and HUD may approve a flat rent lower than the FMRs/SAFMRs. The PHA must submit a market analysis demonstrating that the proposed flat rent is a reasonable rent in comparison to rent for other comparable unassisted units based on:
- a. Location
 - b. Quality
 - c. Size
 - d. Unit Type
 - e. Age of the public housing unit
 - f. Amenities
 - g. Housing Services
 - h. Maintenance
 - i. Utilities to be provided by the PHA in accordance with the lease

The PHA must revise, if necessary, the flat rent amount for a unit no later than 90 days after HUD issues the new FMRs.

For unit where utilities are tenant-paid, the PHA must adjust the flat rent downward by the amount of a utility allowance for which the family might otherwise be eligible.

If a new flat rent would cause a family's rent to increase by more than 35%, the family's rent increase must be phased in at 35% annually until such time that the family chooses to pay the income-based rent, or the family starts to pay the established flat rent.

(Appendix E: Table of Flat Rents shows the PHA's flat rents by development, unit size and type)

- b) Income-Based Rent: Is a tenant rent which is based on the family's income and the PHA's rent policies for determination of the rent. The income-based rent plus any utility allowance will not exceed the Total Tenant Payment (TTP) as determined by the statutory formula

The PHA uses the standard formula for calculating income-based rent which is found in D of this section.

3. The PHA will provide through its orientations, individual counseling, and by written notices, sufficient information to allow families to make an informed choice of rent payment options. At a minimum, families will be advised of:
- a) The dollar amounts of tenant rent for the family under each option; and
 - b) The PHA's policies on switching the type of rent in circumstances of financial hardship.
 - c) At initial occupancy, or in any year where a current program participating family is paying the income-based rent, the PHA:
 - (1) Will conduct a full reexamination of family income and composition at the first annual rent option (Year 1);
 - (2) Will inform the family of the flat rent amount and the rent amount determined by the reexamination of family income and composition;
 - (3) Will inform the family of the PHA's policies on switching rent types due to a financial hardship; and

- (4) Will apply the family's rent choice at the next lease renewal.
 - d) At the second and third annual rent options, for families that choose to switch from income-based rent to pay the flat rent, the PHA:
 - (1) Will conduct a full reexamination of family income and composition for the second and third annual rent option.
 - (2) Must inform the family of the updated flat rent amount, and the rent amount determined by the most recent reexamination of family income and composition;
 - (3) Must inform the family of the PHA's policy of switching rent types due to a financial hardship; and
 - (4) Must apply the family's rent decision at the next lease renewal.
4. If the family experiences a financial hardship, the family may at any time, before the next annual choice of rent option, request to be switched to income-based rent.
 - a) The PHA will switch the family's rent from flat rent to income-based rent on the first of the month following verification of the financial hardship.
 - b) Once the family switches from flat rent to income-based rent due to financial hardship, the family may not change back to flat rent until its next annual reexamination.
5. The PHA has established the following policies for determining when payment of flat rent is a financial hardship:
 - a) The family's income has decreased because of changed circumstances, including loss or reduction of employment, death in the family which results in reduction of income or payment of funeral expenses, reduction in or loss of earnings, or reduction or loss of other assistance;
 - b) The family has experienced an increase in expenses, because of changed circumstances, for un-reimbursed medical costs, child care, transportation, education, or similar items; and
 - c) Other reasonable financial hardship circumstances which may be applied on a case-by-case basis at the discretion of the PHA.
6. The PHA will review annually, and revise if necessary; the flat rent amount for a unit no later than 90 days after HUD issues the new FMRs.
 - a) The annual review may result in either an increase or decrease in the flat rent.
 - b) Families paying flat rent will not have their rent adjusted until their annual reexamination or annual update.
 - c) If the family's rent increases more than 35 percent due to the flat rent changes, the family's rent increase must be phased in at 35 percent annually until such time the family chooses to pay the income-based rent, or the family is paying the flat rent established by the PHA.

D. Total Tenant Payment (TIP)

The Income-Based TTP for families shall be the highest of the following, rounded to the nearest dollar:

1. Thirty percent (30%) of the family's Monthly Adjusted Income; or
2. Ten percent (10%) of the family's Monthly Gross Income; or

3. Welfare rent (in as-paid welfare states); or

When welfare rent is the higher, the PHA will recalculate rent once after the welfare department recalculates welfare based on the PHA's initial rent determination.

4. A minimum rent of \$50.00.

The minimum rent requirement may be waived under certain financial hardships providing that the family requests the waiver in writing prior to the rent becoming delinquent as detailed in Chapter 9 above under paragraph H "Minimum Rent".

E. Special Reexamination

1. If, at the time of admission, a family's existing conditions of employment are too unstable to develop the adjusted income into the coming twelve (12)-month period for the purpose of determining TTP, the PHA will schedule a special reexamination.

a) This special reexamination will take place within 30, 60, or 90 days of admission, or at a date by which the PHA estimates that the family's circumstances will be stable.

b) If at the time of such special reexamination it is still not possible to make a reasonable estimate of adjusted income, special reexaminations will continue to be scheduled until a reasonable estimate of the adjusted income can be made.

c) Increases in rent determined at special reexaminations shall be made effective the first of the second month following the final rent determination. If the determination results in a decrease in rent, the effective date will be the first of the month following the reexamination verification.

d) Until the final rent determination can be made, the family will pay rent based upon the existing adjusted income.

2. Persons reporting zero income will have their circumstances reexamined every ninety (90) days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will ask residents to estimate how much they spend on food, beverages, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

F. Policies to Obtain a Hearing Regarding Amount of Rent

1. Before a hearing is scheduled in any grievance involving the amount of rent that the PHA states is due, the family must pay an escrow deposit to the PHA in the amount which the PHA states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. After the first deposit, the family must continue to deposit the same amount monthly until the family's complaint is resolved by decision of the hearing officer or panel.

2. The PHA must waive this requirement for escrows concerning the financial hardship exemption of minimum rent or reductions in welfare benefits related to work requirements.

3. Unless the PHA waives the requirement or it meets the criteria of F 2. above, the family's failure to pay the escrow deposit will terminate the grievance procedure.

4. The family's failure to pay the escrow deposit does not constitute a waiver of the family's right to contest the PHA's disposition of the grievance in any appropriate judicial proceeding.

G. Charges In Addition to Rent

1. The PHA dwelling lease imposes charges for: (1) the late payment of rent and NSF check charges; (2) security deposits; (3) charges for maintenance and repair beyond normal wear and tear; (4) charges for the consumption of excess utilities; (5) pet security deposits; and (6) the payment of all court costs, expenses and attorney fees incurred in enforcing the dwelling lease or in recovering possession of the premises, if ordered by the court, unless the resident prevails in such legal action.
2. The PHA will provide basic pest control services without charge to its residents. Only staff or contractors who possess current pest control licensing will conduct pest control activities subject to law or regulation. The first time the resident does not prepare for pest control treatment, the resident will be charged the fee for the missed treatment. The second time the resident is not prepared for treatment, they will receive a 30 Day Notice to Vacate. Residents are given one week to prepare for treatment.
3. The security deposit is made upon occupancy and the pet security deposit and/or fee is paid in full prior to the pet being brought into the unit. Partial payments for pet security deposits or fees will not be considered for any reason. Security deposits for a pet are not charged if the animal is determined to be a service animal needed by a person with a disability.
4. The payment of court costs by the resident occurs only when the PHA takes action against the resident and prevails.
5. The other charges listed above will become due and payable the first day of the month following the month in which the charge or charges incur and two (2) weeks after the PHA notice is provided to the resident.
6. The resident will be left a copy of the work order with charges or will be invoiced by the PHA. Invoices and work orders will state that the resident has a right to grieve said charges according to the PHA's established Grievance Procedures.
7. Appendix A contains the PHA's list of charges in addition to rent.

CHAPTER 15. Security Deposit

1. The PHA requires residents to pay a security deposit. The purpose of this deposit is to reimburse the PHA for any resident-caused damage to the dwelling unit, unpaid rent and other unpaid charges when a resident vacates the unit. Requirements concerning deposits follow.
2. The PHA currently requires all resident families to pay a Security Deposit prior to occupying a unit.
 - a) The PHA will deposit the Security Deposit paid by a resident in a bank or other lending institution. It will maintain full, accurate and detailed accounting records with respect to the Security Deposit paid by each resident.
 - b) The PHA will not pay a resident interest on a security deposit deposited in an account in a bank or other lending institution.
 - c) The PHA will not use the security deposit for any purpose whatsoever while the resident continues to occupy a dwelling unit.
 - d) When the resident vacates the premises, the PHA will refund the security deposit to the resident in accordance with state law, provided the following conditions have been met:
 - (1) The PHA has inspected the dwelling unit and attests that there are no resident-caused damages, or if there are such damages, the resident has paid the PHA for the cost of the necessary repairs and/or replacements to the dwelling unit.
 - (2) The resident does not owe the PHA rent or other charges.
 - (3) The dwelling unit and all equipment therein have been left reasonably clean and free of all trash and debris.
 - (4) The resident has returned all keys to the dwelling unit and any or all tools, supplies and equipment borrowed from the PHA.
 - e) If the head of a single member family dies and all of the above conditions prevail, the PHA will dispose of the security deposit in accordance with state laws, rules and regulations pertaining to the resident's estate.
 - f) Security deposits amounts are detailed in Appendix F of this Policy.

CHAPTER 16. Utility Allowances

A. General Policy

Allowances for PHA-furnished utilities represent the maximum consumption units (e.g., kilowatt hours of electricity) that may be used by a family occupying a dwelling unit without a surcharge for the excess consumption against the resident based on cost.

Allowances for resident-purchased utilities represent fixed dollar amounts that are deducted from the total Tenant Rent chargeable to a resident who pays the actual utility charges directly to the utility suppliers. (See Appendix B)

The information which follows does not apply to dwelling units which are served by PHA-furnished utilities, unless check-meters are installed to measure the actual utility consumption for the individual dwelling units, except that residents in such units will be subject to charges for the consumption of resident-owned major appliances, or for the optional functions of PHA-furnished equipment such as air conditioners.

The PHA will take the following actions with respect to allowances:

1. For all check-metered utilities, establish consumption allowances for PHA-furnished utilities.
2. For all utilities purchased directly by residents, establish utility allowances for resident-purchased utilities.
3. Maintain a record of the basis on which allowances and scheduled surcharges are established and revised, plus records of any revisions to the allowances and scheduled surcharges. The PHA will make such records available for inspection by residents.
4. Notify all residents of proposed allowances, scheduled surcharges and revisions. Transmit the notice to residents not less than sixty (60) days prior to the proposed effective date of the new allowances, scheduled surcharges or revisions and describe the basis for determining these.

Include in the notice a statement of the specific items of equipment and functions whose utility consumption requirements were included in determining the allowances, scheduled surcharges or revisions. Also include the name and address of the place where the PHA maintains, and residents may inspect, records pertaining to these matters.

5. Provide all residents an opportunity to submit written comments at least thirty (30) days before the proposed effective date of the new allowances, scheduled surcharges or revisions.
6. Maintain the resident comments and make them available for inspection by the residents and HUD.
7. Establish separate allowances for each utility, and for each category of dwelling units that are reasonably comparable in utility usage.
8. Establish allowances for both PHA-furnished utilities and resident-purchased utilities so that they include a reasonable amount of consumption for:
 - a) Major equipment or utility functions furnished by the PHA for all residents, such as a heating furnace and a hot water heater;

- b) Essential equipment, whether or not furnished by the PHA, such as a cooking stove, range or refrigerator; and
 - c) Minor items of equipment furnished by residents, such as toasters, radios and television sets.
9. In establishing allowances, take into account relevant factors affecting consumption requirements, such as the equipment and functions to be covered by the utility allowance; the local climate; design and construction of the housing development; energy efficiency of appliances and equipment; utility consumption requirements of appliances and equipment to be covered by the TTP; insulation, weatherization and other physical aspects of the housing development; and temperature of domestic hot water, size of units; and number of occupants.
 10. Incorporate into the utility allowance the full price of any utility for which the resident pays a fixed price. For example, garbage collection cost.
 11. For dwelling units that are subject to consumption allowances for PHA-furnished utilities and have check-meters installed, establish surcharges for utility consumption in excess of the allowances. Base surcharge on the PHA's average utility rate; compute the surcharge on the PHA's average utility rate; compute the surcharge on either a straight per unit-of purchase basis (such as so many cents per kilowatt hour of electricity) or on a stated block of excess consumption and describe in the PHA Schedule of Surcharges the basis for calculating such surcharges.
 12. For dwelling units that are served by PHA-furnished utilities and have no check-meters installed, establish a Schedule of Surcharges. Such schedules indicate the additional dollar amounts residents will be required to pay, on the basis of the estimated utility consumption attributable to resident-owned major appliances or optional functions, such as air conditioning or PHA-furnished equipment. In such Schedule of Surcharges, state the resident-owned equipment or PHA-furnished equipment for which surcharges will be made, and the amounts of such surcharges, based on the PHA's cost of the utility consumption estimated to be attributable to the reasonable use of equipment.
 13. At least annually, review the basis on which the utility allowances have been established, and if necessary to adhere to the above standards, revise the allowances. Include in the review all changes in circumstances, such as the completion of a modernization program, energy conservation measures, and changes in utility rates. Following the annual review, the PHA will adjust the utility allowances if there is a ten percent (10%) or more change in the rates of one or more utilities.
 14. On a case-by-case basis, grant individual resident relief from the surcharges for excess consumption of PHA-furnished utilities, or from the payment of utility supplier billings in excess of the allowances for resident-purchased utilities, on such reasonable grounds as the PHA deems appropriate. For example, special needs of the elderly, disabled, or special factors affecting utility usage that are not within the control of the resident. (Examples: use of a battery charger for recharging electric wheelchair batteries or use of oxygen equipment.)
 15. Adopt the criteria for granting such individual resident relief, and the procedures for requesting such relief, at the same time as the methods and procedures for determining utility allowances. In each notice to residents (new or existing), include information about the availability of the individual resident relief.

16. If a resident's TTP is less than the resident's allowance for utilities, pay the resident a utility reimbursement, i.e., the difference between the TTP and the allowance for utilities. The PHA's present utility allowances, by development, and by bedroom size, are listed in Appendix B.
17. Utility Reimbursement. The PHA has the option to pay the utility reimbursement to the family or directly to the utility company.
18. When a resident makes application for utility service in his/her own name, he/she shall sign a third-party notification agreement so that the PHA will be notified if the resident fails to pay the utility bill.

B. Reasonable Accommodation of Residents with Disabilities

Upon a request from a family that includes a disabled or elderly person, the PHA will approve a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation in accordance with 24 CFR Part 8 to make the program accessible to and useable by the family with a disabled family member.

Residents with disabilities will not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

CHAPTER 17. Dwelling Lease

A. Dwelling Lease Term Renewal Modification and Termination

Each dwelling lease has a twelve (12) month term which will automatically be renewed for all purposes except non-compliance by an adult member with the community service requirements.

1. The PHA incorporates the regulatory provisions in all leases for dwelling units assisted under the U.S. Housing Act of 1937, as amended, in developments owned by or leased to the PHA and leased or sublet to residents.
2. The PHA can modify the lease, and any other documents referenced therein, at any time during the lease term provided that the PHA provides the required notice to residents and resident organizations and considers their comments before adopting the new dwelling lease.
3. The lease may be modified at any time by written agreement of the resident and the PHA.
4. The PHA may terminate tenancy if the resident refuses to accept a revision to the lease after being given at least sixty (60) days' notice of its proposed effect and being allowed a reasonable time to respond to the offer.

B. Policies

The dwelling lease policies are implemented for each resident as follows:

1. At admission, for new residents;
2. At the next regularly scheduled reexamination of income, for present residents;
3. Immediately, for any resident so requesting, whose next regularly scheduled reexamination of income is later than six (6) months after the date of adoption;
4. At the time of transfer, for any resident moving from one dwelling unit in a development to any other dwelling unit in a development.

C. Thirty (30) day Display and Comment Period

The PHA will provide at least thirty (30) days written notice to residents and resident organizations of any proposed changes in the dwelling lease.

1. Residents and resident organizations can present written comments on the proposed changes to the PHA during this thirty (30) day period. The PHA will take into consideration all comments before adopting any new lease.
2. If any change in the resident's status results in the need to change or amend any provision of the lease, or if the PHA desires to waive a provision with respect to the resident,
 - a) The existing lease is to be canceled and a new lease executed, or
 - b) An appropriate rider is to be prepared and executed by the resident and PHA and made a part of the existing lease.

D. Lease Agreement Contents

The dwelling lease, executed by the PHA and each adult resident of a dwelling unit, will contain the provisions with respect to the following subjects:

1. Description of Parties and Dwelling Units
2. Members of the Household
3. Rental Payments, Late Charges, Lease Term and Renewal
4. Security Deposit
5. Redetermination of Rent, Dwelling Size and Eligibility
6. Occupancy of the Dwelling Unit and Tenant Obligations, including Community Service Requirements
7. PHA Obligations
8. Defects Hazardous to Life, Health and Safety
9. Entry of the Dwelling Unit during Occupancy
10. Utilities
11. Maintenance, Repairs and Services
12. Abandonment and Abandoned Property
13. Notices
14. Notice Procedures
15. Termination of Lease
16. Grievance Procedures
17. Modification of the Lease
18. Accommodation of Persons with Disabilities
19. Warranties and Representation of the Resident
20. PHA's Commitment to Investigate Misrepresentations and Pursue Remedies
21. Solicitation, Trespassing and Exclusion of Non-Residents
22. Pest Control
23. Parking/Towing
24. Smoke Free

E. Additional Lease Provisions

1. Persons convicted of manufacturing or producing amphetamine on the premises of public housing will have their assistance permanently terminated.
2. Any person residing in public housing identified by the PHA as having fled to avoid prosecution, custody or confinement after a conviction of a felony, and/or in violation of a condition of probation or parole imposed under Federal or State law will have their lease terminated.

3. The PHA will notify the Post Office of any family evicted for criminal and/or drug/alcohol abuse.

F. Specific Data Required

1. Each lease shall specify:
 - a) The unit to be occupied,
 - b) The date of admission,
 - c) The size of the unit to be occupied,
 - d) All family members who will live in the unit,
 - e) The TTP or Tenant Rent (whichever is applicable),
 - f) Security deposit to be charged, the utility allowances, other charges under the lease,
 - g) The terms of occupancy.
2. It shall be explained in detail to the applicant and his/her family before he/she executes the lease.
3. The lease shall be kept current at all times.
4. The Head of Household of each family accepted as a resident is required to execute a lease agreement prior to actual admission.
5. All household members eighteen (18) years of age or older will be required to sign the lease.
6. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

G. Termination of Lease

Termination of the lease will be in accordance with the provisions of the lease the resident has signed.

CHAPTER 18. Reexaminations

To assure that residency in public housing is restricted to families meeting the eligibility requirements for continued occupancy and that such families are charged appropriate rents.

1. **Income-Based Rent:** For families who are paying income-based rent, the PHA must conduct a reexamination of family income, composition and compliance with community service and self-sufficiency requirements at least annually (every 12 months). The PHA shall make the appropriate adjustments in the family rent after consultation with the family and verification of the family's annual reexamination information.
2. **Flat Rent:** For families who are paying flat rent, the PHA must conduct a reexamination of family composition, compliance with community service and self-sufficiency requirements, and other criteria related to continued occupancy at least annually (every 12 months). The PHA must conduct a reexamination of family income at least once every three years.

At its discretion, the PHA may establish a policy requiring reexaminations of families paying flat rent at more frequent intervals, but not more frequently than annually unless the family requests a reexamination based on hardship circumstances

3. The PHA may require the family to move to an appropriate unit size based on the results of the reexamination.
4. If the family fails to participate in the reexamination interview and/or fails to provide information required by the PHA, the PHA may establish the family's rent based upon local market rents or actual operating cost, whichever is higher, until the matter is resolved, or the PHA may terminate the family from the public housing program.

A. General Redetermination Requirements

The following requirements apply to all residents.

1. **Dependent children can be added to the lease if they are under 18 or a fulltime student 18 or older. No adults may be added to the lease.**
2. **Criminal background and sex offender registry will be checked at annual reexamination for each adult household member**
3. The effective date of an annual reexamination requires a thirty (30) day notice prior to the effective date. Rent increases or decreases are always effective the first day of the month.
4. **Community Service and Self-Sufficiency Requirement (CSSR)**

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

- a) The Quality Housing and Work Responsibility Act 1998 mandates that each non-exempt adult family member (18 years old or older) who resides in public housing must contribute either eight (8) hours of community service per month or participate in an economic self-sufficiency program for eight (8) hours per month, or perform a combination of eight (8) hours of community service and participation in an economic self-sufficiency program per month.

The required community service contribution or self-sufficiency participation, or combination of both activities, may be completed at 8 hours each month or aggregated throughout the year, as long as 96 hours is completed by each annual reexamination.

- b) The effective date of participation for all non-exempt family members is the date the family executes the lease containing the CSSR requirement. New admissions, as well as families in occupancy, are affected by this requirement.
- c) The PHA will provide written notice to all applicants and residents of the CSSR requirement and describe the process to determine which family members are exempt from the requirement and the process to change the exemption status of family members.
- d) The PHA will administer the CSSR requirement directly.
 - (1) The PHA will provide names and contact information of agencies offering opportunities for residents, including persons with disabilities, to comply with the CSSR requirements.
 - (2) The PHA will choose to coordinate with social service agencies, local schools, and human service offices to develop a referral list of names and agency contacts.
 - (3) PHAs that administer a ROSS or Family Self-Sufficiency (FSS) program will partnership with the Program Coordinating Committee.

The PHA will create an agreement with the local organizations to allow the organizations to advertise their program, assist with transportation, child care or other barriers and be able to verify the CSSR hours completed by the non-exempt family members.

- e) Community Service Activities: The PHA will provide guidance and a list of acceptable activities or advance approval of a community service activity to avoid the possibility of refusing to recognize the activity as eligible after the non-exempt family member performs it.
 - (1) Eligible community service activities include, but are not limited to:
 - a. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
 - b. Nonprofit organizations serving PHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
 - c. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;

- d. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- e. PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with PHA-run self-sufficiency activities including supporting computer learning centers; and,
- f. Care for the children of other residents so parents may volunteer.
- g. The PHA may coordinate the ROSS and Family Self-Sufficiency Program Individual Training and Services Plan (ITSP) with CSSR.
 - i. The PHA may include specific self-sufficiency activities into the ITSP;
 - ii. The PHA may consider regular meetings with ROSS and FSS coordinator as CSSR activities.
 - iii. ROSS and FSS coordinators may verify community service hours within the non-exempt family member's monthly logs

The PHA will accept community services activities performed at for profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based community service.

The PHA will not substitute community service activity performed by a non-exempt family member for work ordinarily performed by a PHA employee. The non-exempt family member may perform community service on PHA property or with or through PHA programs to assist with or enhance work done a PHA employee.

- f) **Economic Self-Sufficiency Activity:** Is any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work experience for such families. It includes any work activities as defined in the Social Security Act.
 - (1) Eligible economic self-sufficiency activities include, but are not limited to:
 - a. Job readiness or job training while not employed;
 - b. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
 - c. Higher education (junior college or college);
 - d. Apprenticeships (formal or informal);
 - e. Substance abuse or mental health counseling;
 - f. Reading, financial and/or computer literacy classes;
 - g. English as a second language and/or English proficiency classes;
 - h. Budgeting and credit counseling.

- g) Exempt Residents: The following family members are exempted from the CSSR requirements:
- (1) The elderly, age sixty-two (62) years of age or older;
 - (2) Blind or disabled as defined under law and who certify that because of this disability, he/she is unable to comply with the CSSR requirement;
 - a. Existing documentation will be accepted as evidence of disability; however, disabled family members are not automatically exempt from the requirement.
 - (3) A family member who is the primary caretaker for someone who is blind or disabled.
 - (4) An adult family member engaged in work activities. The PHA will consider eight (80) hours per month as the minimum number of hours for a work activity.
 - a. The non-exempt family member must be participating in one of the following work activities:
 - i. Unsubsidized employment;
 - ii. Subsidized private-sector employment;
 - iii. Subsidized public-sector employment;
 - iv. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - v. On-the-job-training;
 - vi. Job-search;
 - vii. Community service programs;
 - viii. Vocational educational training (not to exceed 12 months with respect to any individual);
 - ix. Job-skills training directly related to employment;
 - x. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; and
 - xi. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate.
 - (5) A family member who meets the requirements of being exempted for having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State-administered Welfare-to-Work program;
 - (6) A family member receiving assistance, benefits, or services under a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other State welfare program (Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP)) in which the PHA is located, including a State-administered Welfare-to-Work program, and who is in compliance with the requirements of such program.

(7) Change in exempt status:

- a. When a non-exempt family member becomes exempt, it is his/her responsibility to report the change in exempt status and provide documentation to the PHA.
- b. When an exempt family member becomes non-exempt, it is his/her responsibility to report the change in status to the PHA.

The PHA will make the final determination whether to grant an exemption from CSSR. If a resident does not agree with the PHA's determination, the resident has the right to dispute the decision through the grievance process.

- h) At lease execution or annual reexamination all adult family members of a public housing resident family must:
 - (1) Provide documentation, if applicable, that they qualify for an exemption from CSSR; and
 - (2) Sign the CSSR Certification that they have received and read the CSSR Policy and understand that failure to comply with CSSR requirements will result in non-renewal of their lease, unless they are exempt for the CSSR requirement.
 - (3) The effective date of participation of all non-exempt family members is the date the family executes the lease containing the CSSR requirement.
- i) The PHA will verify annually exemptions to the CSSR requirement and completions of the CSSR requirements for non-exempt family members.
 - (1) At least 30 days before the annual reexamination and/or lease expiration, the PHA will review the exempt or non-exempt status and compliance of non-exempt adult family members.
 - (2) At each regularly schedule rent reexamination, each non-exempt family member must present a signed certification, on a form provided by the PHA, of their CSSR activities performed over the previous twelve (12) months,
 - (3) The PHA will obtain third-party verification of the completion of CSSR activity completed outside of the PHA.
- j) The PHA will not evict a family due to non-compliance with CSSR requirements. The PHA will provide a written notification to the family which must include:
 - (1) A brief description of the finding of non-compliance with CSSR.
 - (2) A statement that the PHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written Work-Out Agreement with the PHA or the family provides written assurance that is satisfactory to the PHA explaining that the tenant or other non-compliant resident no longer resides in the unit.

The Work-Out Agreement will include:

 - a. The means which the non-compliant non-exempt family member will comply with the CSSR requirement;
 - b. The number of delinquent CSSR hours;
 - c. How the delinquent hours will be remedied during the next 12 months; and
 - d. The number of hours, if any, that will be required under the new lease.

- k) The PHA will enforce the Work-Out Agreement. If a family refuses to sign or fails to comply with the terms of the written Work-Out Agreement, the PHA will initiate termination of the tenancy at the end of the current 12-month lease. The termination is due to the family's failure to comply with lease requirements.

The PHA will provide the following when initiating the termination of tenancy:

- (1) A thirty (30) day notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
- (2) The tenant's right to request a grievance hearing on the PHA's determination;
- (3) The tenant's right to exercise any available judicial remedy to see timely redress for the PHA's nonrenewal of the lease because of noncompliance with the CSSR requirements;
- (4) The tenant's rights to be represented by counsel;
- (5) Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
- (6) A decision on the merits.
- (7) The right to request reasonable accommodations during the grievance process.

5. CSSR: Tenant Self-Certification for CSSR

The PHA will accept a resident's signed self-certification of compliance with the Community Service and Self-Sufficiency Requirement. The PHA will obtain third-party verification of CSSR completion administered through an outside organization. A copy of the CSSR self-certification form and supporting documents will be filed in the resident's file. The PHA will notify residents that CSSR self-certifications may be subject to verification audits.

6. Adjustments resulting from changes in welfare benefits will be handled as follows:

- a) A family's loss of welfare benefits due to the expiration of the lifetime time limit is not considered as fraud or noncompliance with economic self-sufficiency requirements. The PHA will lower the family's rent.
- b) A family whose welfare benefits are reduced because of fraud or noncompliance with economic self-sufficiency requirements will not have its rent reduced.
- c) A welfare agency may reduce welfare benefit payments to sanction a family for non-compliance with welfare self-sufficiency or work activities requirements. The rental contribution of a family assisted in the public housing program may not be reduced for this reason. The law requires that family income include the amount of the welfare benefits that would have been paid if not for the welfare agency sanction. For purposes of this section, the PHA will use the "imputed welfare income" (see definitions) to determine the family's annual income.
- d) A family's annual income includes the imputed welfare income plus the total amount of other annual income; however, the amount of imputed annual income is offset by income from other sources received by the family that start after the sanction is imposed.

- e) The family's rent will not be adjusted until the basis for the reduction is confirmed through third-party verification and the return envelope will be retained in the resident's file. At the request of the PHA, the welfare agency is to inform the PHA in writing of the amount and term of any specified welfare benefit reduction and the reason for such reduction. Therefore, the PHA is entitled to base its imputed income on the information provided to it by the welfare agency and is not responsible for confirming the accuracy of the welfare agency's calculation.
 - f) The PHA must make its best effort to enter into cooperation agreements with welfare agencies to comply with this requirement.
 - g) If a family claims that the PHA has not correctly calculated the amount of the imputed welfare income, and if the PHA denies the family's request to modify such amount, the PHA will notify the family in writing with a brief explanation of the basis for their determination. The notice must state that the family has the right to a hearing through the PHA's Grievance Procedures without paying a deposit in escrow.
7. If the PHA determines that a resident has falsified or misrepresented family income, composition, circumstances, conduct or behavior, the PHA will:
 - a) Require the resident to pay the difference between the TTP the resident is currently paying and the TTP the resident should have been paying;
 - b) Evict the resident in accordance with state law and HUD regulations; or
 - c) Take such other remedial action as the PHA may deem necessary under pertinent HUD and PHA laws, rules and regulations.
 8. The family must have demonstrated satisfactory past performance in meeting financial obligations, especially rent.
 8. The family must have no record of the disturbance of neighbors, destruction of property, or living or housekeeping habits that adversely affect the health, safety, or welfare of other residents.
 9. The family must have no history of criminal activity involving crimes of physical violence to persons or property or other drug-related criminal acts or evidence of a pattern of alcohol abuse which adversely affect the health, safety, or welfare of other residents.
 10. If at the time of redetermination, or at any time during occupancy, it is determined by the PHA that any household member has been convicted of manufacturing or producing methamphetamine on the premises of any federally assisted housing, the family is required to have its assistance permanently terminated. Such termination is not subject to the PHA's Grievance Procedures.
 11. The family may request an interim redetermination of income or composition based on any changes since the last determination.
 - a) The PHA will conduct the redetermination within five (5) working days of the request.
 - b) The PHA has a policy on income level changes which must be reported and when rent adjustments will be made. (See Fixed Rent System later in this Section.)
 12. Any change in income resulting from the redetermination is annualized, even if the income is not expected to last for a full year. If the income changes again, the new amount of monthly income will be annualized again.

13. If at the time of annual recertification, a family's present conditions of employment are too unstable to project the adjusted income for the coming twelve (12)-month period for the purpose of determining TIP, a special reexamination will be scheduled.
- a) This special reexamination will take place on a date by which the PHA estimates that the family's circumstances will be stable.
 - b) If at the time of such special reexamination it is still not possible to make a reasonable estimate of the adjusted income, the PHA will continue to schedule special reexaminations until such time as a reasonable estimate of the adjusted income can be made.
 - c) Rent increases determined at special reexaminations shall be made effective the first of the second month following the final determinations.

8. Permissible Deductions

The PHA has elected not to have permissible deductions.

B. Interim Rent Adjustments: Fixed Rent System

1. Rent Adjustments

Residents must report all changes in family composition and/or income, in writing, to the management within ten (10) calendar days of the occurrence. Failure to report within the ten (10) calendar days may result in a retroactive rent charge.

PHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE CHART	
Income Change	PHA Action
Decrease in income for any reason except for decrease that lasts less than 30 days.	The PHA will process an interim adjustment in rent. An interim adjustment will not be processed if the decrease will last less than 30 days.
Increase in earned income due to the employment of a formerly unemployed current household member who is not qualified for the 24 month earned income disallowance.	The PHA will process an interim rent adjustment. This rent increase will be effective on the first day of the second month following the income increase.
Increase in unearned income.	The PHA will defer the increase to the next regular reexamination.
Increase in income because a person with income (from any source) joins the household.	The PHA will process an interim rent adjustment. This rent increase will be effective on the first day of the second month following the income increase.
Increase in earned income due to a current increase or change of employment of a current household member.	The PHA will defer the increase until the next regular re-examination.
Increase in income due to start of a new source of unearned income.	The PHA will process an interim re-adjustment effective the first of the second month following receipt of new unearned income to household.

Increase in earned income subject to the 24 month disallowance.

The PHA will exclude 100% of the qualified increase for 12 months and 50% of the qualified increase for an additional 12 months. The combined exclusion periods may not exceed a total of 24 months. The PHA will process interim re-certifications to be effective on the 13th month after each exclusion period.

This is the so-called "Fixed Rent System". PHA may elect to increase resident rent at an Interim Readjustment due to any increase in income (the "Interim Rent System") or for selected increases in income stated in the lease.

2. Residents with seasonal or part-time employment of a cyclical nature will be asked for third-party documentation of the circumstances of their employment including starting and ending dates.
3. The PHA will process an interim adjustment in rent if it is found that the resident at an annual or interim reexamination has misrepresented the facts upon which the rent is based so that the rent the resident is paying is less than the rent that he/she should have been charged. The PHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
4. Complete justification and verification of the circumstances applicable to rent adjustments must be documented by the resident and approved by the Executive Director and/or his/her designee.
5. The PHA will process interim adjustments in rent accordance with the following policy:
 - a) When a decrease in income is reported, and the PHA receives confirmation that the decrease will last less than thirty (30) days, an interim adjustment will not be processed.
 - b) Residents reporting decreases in income that are expected to last more than thirty (30) days will have an interim adjustment processed.
6. Residents granted a reduction in rent under these provisions might be required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.
7. Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.
8. Rent decreases go into effect the first month following the PHA's verification of the reported change. Failure to report a decrease will not result in retroactive action.
9. Rent increases (except those due to misrepresentation) require thirty (30) days' notice.

C. Failure to Report Accurate Information

If it is found that the resident has misrepresented or failed to report to management the facts on which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with the PHA's dwelling lease.

Admissions and Continued Occupancy Policy

E. Preservation of Mixed Families-Calculation of Rent

The following types of assistance are available only to families who were assisted as of June 19, 1995. These types of assistance would be offered a family during the reexamination process if the family contends that one or more family members do not have eligible immigration status or that no family members have status. The assistance may also be offered when the appeals process with CIS and the Grievance Procedures with the PHA have all been exhausted.

1. Continued Assistance

Continued assistance is available to a mixed family only if all of the following conditions are met:

- a) The family was receiving assistance under a Section 214 covered program on June 19, 1995;
- b) The family's head of household or spouse has eligible immigration status; and
- c) The family does not include any person (who does not have eligible immigration status) other than:
 - (1) The head of household;
 - (2) Any spouse of the head of household;
 - (3) Any parents of the head of household;
 - (4) Any parents of the spouse; or
 - (5) Any children of the head of household or spouse.

For continued assistance only, children who are only under guardianship or who are stepchildren, but not natural children of either the head of household or spouse, do not meet the criteria of child for this restricted definition of family.

Continued assistance means the family's rent is calculated in the same manner as a family where all members are eligible. Families who do not qualify for continued assistance will be offered either prorated assistance or temporary deferral of termination of assistance as outlined in this policy.

2. Proration of Assistance

Prorated assistance applies to a mixed family other than a family receiving continued assistance, or other than a family who is eligible for and requests and receives temporary deferral of termination of assistance. An eligible family who requests prorated assistance must be provided prorated assistance.

The PHA shall prorate the mixed family's rent using the following Steps: Step 1:

Determine the Total Tenant Payment (TTP).

The TTP will be the highest of the following amounts:

- a) 30 percent (30%) of the family monthly adjusted income;
- b) 10 percent (10%) of the family's monthly income; or
- c) The minimum rent

Annual income includes income of all family members, including any family member who has not established eligible immigration status.

Step 2: The Family Maximum Rent is equal to the applicable flat rent for the unit size to be occupied by the family.

Step 3: Subtract the TIP from the PHA-established flat rent applicable to the unit.

The result is the Maximum Subsidy for which the family could qualify (if all members were eligible Family Maximum Subsidy").

Step 4: Divide the Family Maximum Subsidy by the number of persons in the family (all persons) to determine the Maximum Subsidy per each family member who has citizenship or eligible Immigration status ("Eligible Family Member").

The subsidy per eligible family member is the "Member Maximum Subsidy."

Step 5: Multiply the Member Maximum Subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members").

The product of this calculation is the amount of subsidy for which the family is eligible ("Eligible Subsidy").

Step 6: The mixed family TIP is the Maximum Rent minus the amount of the Eligible Subsidy.

When the mixed family's TIP is greater than the flat rent, the PHA must use the TIP as the mixed family TIP.

Step 7: The PHA subtracts from the mixed family TIP any established utility allowance, and the sum becomes the Mixed Family Rent.

3. Temporary Deferral of Termination of Assistance

Temporary deferral of termination of assistance is available to a mixed family who qualifies for prorated assistance, and does not qualify for continued assistance, but decides not to accept prorated assistance. Temporary deferral of termination of assistance is available to a family who has no family members with eligible status. The deferral period is to allow the family time for the orderly transition of those family members who are ineligible, and any other family members involved, to seek other affordable housing.

- a) The family will be given written notice on the PHA's decision concerning the family's qualifications for assistance under this section. If the family is not eligible for assistance under this section, the notification will state the reasons, based on relevant factors. Resident families will be notified of any applicable appeal rights.
- b) For purposes of temporary deferral of termination of assistance, affordable housing is defined as:
 - (1) Unassisted;
 - (2) Not substandard;
 - (3) An appropriate size for the family; and
 - (4) Can be rented for an amount not to exceed the amount that the family pays for rent, including utilities, plus twenty-five percent (25%).

Admissions and Continued Occupancy Policy

The process for the PHA and family is as follows:

- c) The PHA will notify the family that the family has chosen temporary deferral of termination of assistance or that there are no eligible family members and therefore, the family only qualifies for temporary deferral of termination of assistance. The family will be notified that they are ineligible for financial assistance and the PHA will offer the family information concerning and referrals to assist in finding other affordable housing.
- d) The family will initially be given a maximum of six (6) months to seek affordable housing as defined above.
- e) The initial period may be renewed for additional periods of six (6) months, but the aggregate deferral period shall not exceed eighteen (18) months.
- f) Prior to the end of the deferral period, the PHA must:
 - (1) Make a determination of the availability of affordable housing of appropriate size based on evidence of conditions that when taken together will demonstrate an inadequate supply of affordable housing. The determination will include the PHA's knowledge of the local housing market and the resident family's search for appropriate housing.
 - (2) At least sixty (60) days prior to the expiration date of the deferral period, the family will be notified in writing that:
 - a. The termination will be deferred for another six (6) months and that there was a determination made that there is no affordable housing (providing the extension will not exceed an aggregate of 18 months); or
 - b. The termination of financial assistance will not be deferred because either the aggregate period of eighteen (18) months has been reached or that a determination has been made that there is affordable housing available.
 - c. The eighteen (18) month time limit is effective November 26, 1996 and does not apply to those families under the original three (3) year limitation.
 - g) The family has a choice to request prorated assistance at the end of the temporary I of assistance period if a good faith effort has been made to locate affordable and there is at least one family member with eligible immigration status.

CHAPTER 19. Family Debts to the PHA

A. Repayment Agreement for Families

A Repayment Agreement is a document entered into between the PHA and a person (i.e., applicant, tenant, previous tenant) who owes a debt to the PHA. It is similar to a promissory note but contains more details regarding the nature of the debt, the terms of repayment, special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

1. The PHA allows for the establishment of a repayment agreement if the family owes the PHA monies due to any of the following:
 - a) Delinquent charges for damages
 - b) Delinquent charges for excess utility payments
 - c) EIV Discrepancy Report
 - d) Under-reported income
 - e) Unpaid Rent

A repayment agreement will be executed between the PHA, the head of household and spouse, and include any other adult household member who falls into any of the above categories for owing retro-active rent to the PHA. The Director of Asset Management must approve repayment agreements

2. Repayment Agreement with Family
 - a) The family shall be required to pay retroactive rent resulting from the tenant being charged less rent than required by HUD's rent formula due to, among other things, tenant's underreporting or failure to report income.
 - (1) The PHA shall determine the retroactive rent amount as far back as the PHA is able to document the family's unreported or underreported income, unreported changes, or other misrepresented income or family circumstances.
 - b) Upon determination of the amount owed, the family shall be required to pay the amount in full or enter into a Repayment Agreement. If the tenant refuses to enter into a repayment agreement or fails to make payments on the repayment agreement, the PHA shall terminate the family's tenancy.
 - c) The Repayment Agreement shall clearly state the amount of the total amount payable by the tenant to the PHA in addition to the family's regular monthly rent, and a down payment will be required to establish the repayment agreement at a minimum of 25% of the total amount owed.
 - d) The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income. However, PHA has the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures within twelve (12) months.
 - e) A minimum rent hardship exemption previously granted to a family owing retro-active rent will be automatically revoked and the family will be required to pay the retro-active rent in full or enter into a repayment agreement for any retroactive rent owed, including rent owed during the hardship exemption period.
 - f) The terms of a repayment agreement may be renegotiated if there is a decrease or increase in the family's income

Admissions and Continued Occupancy Policy

- g) The PHA is required to and therefore shall report the terms of the executed repayment agreement and any unpaid debts to the PHA to the U.S. Department of Housing and Urban Development.
3. Repayment Agreement with Previous Public Housing Tenant or Section 8 Program Participant
- In some instances, a family who was previously on a federally assisted housing program moved owing the PHA or some other PHA a debt.
- a) If such a family applies for housing and during the application process it is found that the applicant was a previous tenant/participant who left owing a debt, the PHA will require the applicant to pay the debt in full or enter into a Repayment Agreement to clear the debt before receiving housing assistance.
 - b) The repayment agreement shall be established as stated in 'b' through 'f' above.
 - c) If the applicant owes any other housing authority a debt the PHA will require the applicant to provide documentation from the other PHA that the debt has been satisfactorily paid.
4. Late Payments
- Late and missed retroactive rent payments by the family shall constitute default of the repayment agreement.
- a) A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be the close of the next business day.
 - b) If the family's repayment agreement is in arrears, the PHA may
 - (1) Require the family to pay the balance in-full;
 - (2) Pursue civil collection of the balance due;
 - (3) Terminate the tenancy if the balance is not paid; and
 - (4) Deny or withdraw an HCV voucher.
5. There are some circumstances in which the PHA will not enter into a repayment agreement. These are as follows:
- a) If the family already has a repayment agreement in place;
 - b) If the PHA determines that the family has committed program fraud.
6. Guidelines for Repayment Agreements
- a) No transfer will be approved until the debt to the PHA is paid-in-full, unless the move is the result of the following causes, and the repayment agreement is current:
 - (1) Family size exceeds the maximum occupancy standards;
 - (2) A natural disaster;
 - (3) Verified evidence of family violence/spousal or child abuse;
 - (4) Protection of witnesses to violent crime as verified by a law enforcement agency or District Attorney; and
 - (5) Victim of hate crimes.
 - (6) Emergency Transfers as defined by VAWA as long as tenant meets the requirements of the Emergency Transfer Plan policy.

- b) If a request to transfer is denied, the family will be advised in writing of the reasons therefore and advised of their right to request an informal hearing.

7. Additional Monies Owed

If the family has a repayment agreement in place and incurs an additional debt to the PHA:

- a) The PHA will demand payment of the new debt in-full within ninety (90) days if the repayment plan the family is already under is current.
- b) The PHA will not enter into more than one repayment agreement at a time with the same family.
- c) If a repayment agreement already in place is in arrears more than five (5) days, any new debts must be paid-in-full by the first of the second month following the assessment of the debt. Failure to meet these time frames will result in the PHA issuing a notice to terminate.

B. Remaining Family Members and Prior Debt

- 1. As a party to the lease, remaining members of a resident family (other than head or spouse) eighteen (18) years of age or older will be responsible for any back rent, charges or other indebtedness incurred by the former head or spouse.
- 2. Remaining family members under the age of eighteen (18) shall not be held responsible for any back rent incurred by the former head of household.

C. Debts Due to Fraud/Non-Reporting of Income

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

D. Family Error/Late Reporting

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay, in accordance with the repayment policies for program fraud (See following paragraph).

E. Program Fraud

- 1. Families who owe money to the PHA due to program fraud will be required to repay it in accordance with the repayment policies for program fraud below.
- 2. Where appropriate, the PHA may refer the case for criminal prosecution.

F. Repayment Policies for Program Fraud

Families who commit program fraud (or untimely reporting of increases in income) will be subject to the following:

- 1. Time period for a repayment agreement shall be determined on a case-by-case basis and shall be based upon:
 - a) Type and nature of the fraud;
 - b) Ability to make repayment; and

- a) Amount of repayment.
2. The family may be required to pre-pay any of the amount owed prior to, or upon the execution of, the repayment agreement.
3. The minimum monthly payment shall be appropriate considering the requirement of the PHA and items 1.a., 1.b., and 1.c. above.

C. Writing-off Debts

Debts will be written off if:

1. The debtor is deceased;
2. The debt has been determined uncollectible.

The PHA will maintain records of all accounts written off as collection losses.

Writing a debt off the books does not relieve the former tenant from its obligation to pay. The debt will be reported to HUD and sent to a collection agency. If the family applies for housing assistance in the future, the debt must be cleared before the application will be approved.

CHAPTER 20. Program Integrity

A. Investigation of Suspected Abuse and Fraud

The PHA will initiate an investigation of a participating family in the event of one or more of the following circumstances:

1. Referrals, Complaints or Tips. The PHA will follow up on referrals from other agencies companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the lease or any other program rules.
 - a) Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable.
 - b) A copy of the allegation will be retained in the resident's file.
 - c) Anonymous complaints will be investigated if the information received contains specific allegations that can be independently verified.
 - d) If the anonymous complaint is not specific, the information will be retained in files, but will not be used to initiate investigations.
2. Internal File Review. A follow-up will be made if PHA staff discovers (as a function of a certification or recertification, an Interim redetermination, or a quality control review), information or facts which conflict with previous file data, the PHA's knowledge of the family, or deviates from statements made by the family.
3. Verification or Documentation. A follow-up will be made if the PHA receives up-front verification, independent verification or documentation that conflicts with representations in the family's file (such as public record information or credit bureau report, or reports from other agencies)

B. Steps to Detect Program Abuse and Fraud

1. Quality Control File Reviews On a random basis (at least 5% of files processed each month) resident files will be reviewed for accuracy and completeness. A knowledgeable staff member who was not directly involved in the processing of that applicant resident file will complete these reviews Such reviews shall include but are not limited to:
 - a) Assurance that verification of all income and deductions is present;
 - b) Changes in reported Social Security Numbers or dates of birth are noted;
 - c) File documents are authentic and where applicable are signed and dated;
 - d) Ratio between reported income and expenditures is accurately computed; or
 - e) Signatures are consistent with previously signed file documents.
- 2 The PHA staff (to include inspection and maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and indications of unreported income. The observations will be documented in the family's PHA file.

Admissions and Continued Occupancy Policy

3. Credit Bureau inquiries may be made (with proper authorization by the resident) in the following circumstances:
 - a) At the time of the final eligibility determination if the information provided by the applicant conflicts with information obtained through outside sources or third-party verifications.
 - b) When the PHA receives an allegation wherein unreported income sources are disclosed
 - c) When a participant's expenditures exceed his/her reported income and no plausible explanation is given.

C. Handling of Allegations of Possible Abuse and Fraud

The PHA will review allegations that contain one or more independently verifiable facts.

1. An internal file review will be conducted to determine:
 - a) If the subject of the allegation is a resident of the PHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.
 - b) It will then be determined if the PHA is the most appropriate authority to do a follow up (more so than police or social service). Any file documentation of past behavior, as well as corroborating complaints, will be evaluated.
2. If, at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the staff will initiate an investigation to determine if the allegation is true or false.

D. Investigations of Allegations of Abuse and Fraud

If the PHA determines that an allegation or referral warrants follow-up, the staff person who is responsible for the file will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the PHA will secure the written authorization from the resident for the release of information.

1. Credit Bureau Inquiries (CBI). In cases involving previously unreported income sources, a CBI may be made to determine if there is financial activity that conflicts with the reported income of the family.
2. Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.
3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
4. Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed if it is believed that they have direct or indirect knowledge of facts pertaining to the PHA's review.
5. Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.
6. Public Records. If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Admissions and Continued Occupancy Policy

7. Interviews with Head of Household or Other Family Members. The PHA will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the PHA office.

The PHA staff person who conducts such interviews will maintain a high standard of courtesy and professionalism. Management will not tolerate inflammatory language, accusations, or any unprofessional conduct or language under any circumstances. If possible, an additional staff person will attend such interviews.

E. Evidence and Statements Obtained by the PHA

Documents and other evidence obtained by the PHA during the course of an investigation will be kept in the resident's file, or in a separate "work file."

F. Evaluation of the Findings

1. If it is determined that a program violation has occurred, the PHA will review the facts to determine:
2. The type of violation (procedural, non-compliance, fraud);
3. Whether the violation was intentional or unintentional;
4. What amount of money (if any) is owed by the resident;
5. If the family is eligible for continued occupancy.

G. Action Policies for Violations that Have Been Documented

Once a program violation has been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. **Procedural Non-Compliance.** This category applies when the resident "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family.
 - a) **Examples of non-compliance violations are:**
 - (1) Failure to appear at a pre-scheduled appointment, and
 - (2) Failure to return verification in the time period specified by the PHA.
 - b) **Warning Notice to the Family.** In such cases, a notice will be sent to the family that contains the following:
 - (1) A description of the non-compliance and the procedure, policy or obligation which was violated;
 - (2) The date by which the violation must be corrected, or the procedure complied with,
 - (3) The action, which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA; or
 - (4) The consequences of repeated (similar) violations
2. **Procedural Non-Compliance, Retroactive Rent.** When the family owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Unpaid Rent. This notice will contain the following:
 - a) A description of the violation and the date(s);

Admissions and Continued Occupancy Policy

- b) Any amounts owed to the PHA;
- c) A ten (10) business days' response period;
- d) The right to disagree and to request an informal hearing with instructions for the request of such hearing.
 - (1) The Resident Fails to Comply with PHA's Notice. If the resident fails to comply with PHA's notice, and a material provision of the lease has been violated, the PHA will initiate termination of tenancy.
 - (2) The Resident Complies with PHA's Notice. When a resident complies with the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the lease provision that was violated. The staff person will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the resident's file.

H. Misrepresentations

When a resident falsifies, misstates, omits, or otherwise, misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the resident, the PHA will evaluate whether or not the resident had knowledge that his/her actions were wrong, and whether the resident willfully violated the lease or the law.

1. Knowledge that the action or inaction was wrong. This will be evaluated by determining if the resident was made aware of program requirements and prohibitions. The residents signature on various certifications, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrongdoing.
2. The resident willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:
 - a) An admission by the resident of the misrepresentation,
 - b) The act was done repeatedly;
 - c) A false name or Social Security Number was used
 - d) There were admissions to others of the illegal action or omission;
 - e) The resident omitted material facts, which were known to him/her (e.g., employment of self or other household members);
 - f) The resident falsified, forged or altered documents. and
 - g) The resident uttered and certified to statements at a rent (re) determination, which were later independently verified to be false.

I. The Tenant Conference for Serious Violations and Misrepresentations

When the PHA has established that material misrepresentation(s) has occurred, a Tenant Conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.

1. This conference will take place prior to any proposed action by the PHA. The purpose of such conference is to review the information and evidence obtained by the PHA with the resident, and to provide the resident an opportunity to explain any documented findings which conflict with representations in the residents file. The PHA will take into

consideration any documents or mitigating circumstances presented by the resident. The resident will be given five (5) business days to furnish any mitigating evidence.

2. A secondary purpose of the Tenant Conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed actions, the PHA will consider:
 - a) The duration of the violation and number of false statements;
 - b) The residents ability to understand the rules;
 - c) The resident's willingness to cooperate and to accept responsibility for his/her actions;
 - d) The amount of money involved;
 - e) The resident's past history; and
 - f) Whether or not criminal intent has been established.

J. Disposition of Cases Involving Misrepresentation

In all cases of misrepresentation involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

1. *Criminal Prosecution*: If the PHA has established criminal intent, and the case meets the criteria for prosecution, the PHA will refer the case to the local State or District Attorney, notify HUD's Regional Inspector General for Investigation (RIGI), and terminate rental assistance.
2. *Administrative Remedies*: The PHA will terminate assistance and demand payment of restitution in-full.
3. *PHA Legal Action*: If restitution is not made within thirty (30) days and dollars are owed to the PHA due to participant fraud, the PHA will seek restitution through legal judicial channels.
4. *Continue Assistance*: Contingent upon full lump-sum restitution or minimal term repayment plan and warning that repeat of the offense will result in immediate eviction.

K. Notification to Resident of Proposed Action

1. The PHA will notify the resident, by certified mail, of the proposed action no later than three (3) business days after the Tenant Conference.
2. All notices will advise the family of their right to an informal hearing.

CHAPTER 21. Inspections

Inspection of the PHA facilities and its public housing stock is essential to help the housing authority keep on track towards meeting its mission to provide decent, safe, and sanitary housing to its public housing residents. The primary goal in performing routine inspections is to identify necessary corrections before problems become severe, dangerous, or expensive. HUD's Real Estate Assessment Center (REAC) conducts annual physical inspections of the PHA's properties and the ongoing inspections afford the housing authority the opportunity to be better prepared to correct any deficiencies in readiness for the REAC inspections.

The Dwelling Lease provides that the family allow inspection of the dwelling unit upon receipt of forty-eight hour written notice by the PHA. If there is reasonable cause to believe an emergency exists, the PHA will conduct an inspection without advance written notice.

There are several kinds of inspections which are an integral to the PHA in meeting certain required standards as prescribed by HUD. Inspections may include move-in, move-out, housekeeping, annual, quality control, unit condition, suspected lease violation, and preventive maintenance inspections.

PHA residents need to be aware that anytime a PHA employee is present in the resident's unit they are required to document if the "condition" of the unit and the family's housekeeping practices meet the PHA's Housekeeping Standards. The inspections below are conducted with the resident present when possible.

A. Move-In/Move-out Dwelling Unit Inspections

The dwelling unit and the premises should be inspected jointly by the applicant or resident and a member of the PHA staff. The applicant resident has the option to be present at these inspections. Both parties will agree on the condition of the dwelling unit by signing the completed inspection form. The PHA will keep the original check-sheet and a copy will be given to the applicant or resident.

1. **Move-In Inspection:** The move-in inspection provides the applicant family moving in and the PHA with a record of the condition of the unit at time of move-in. The move-in inspection provides the PHA staff inspection to record any deficiencies in the "make-ready" work and report to proper department to correct. In addition, the inspector can record the equipment provided by the PHA in the unit and verify applicable serial numbers. The completed inspection must be signed by both the PHA inspector and the resident and a copy provided to the resident.
2. **Move-Out Inspection:** The resident will be given notice of said inspection and encouraged to be present during the inspection. The move-out inspection provides documentation of the current condition of the unit and equipment provided in the unit. The inspection will serve as a guide in determining damages above and beyond normal wear and tear when comparing it to the move-in inspection. In addition, it serves to identify needed maintenance and/or repairs and permits the PHA to schedule timely "make-ready" of the unit for the next occupant.

B. Annual Inspections

The dwelling unit and premises shall be inspected at least annually by the PHA. The Housing Authority is required to conduct the annual inspection in accordance with HUD's Uniform Physical Condition Standards (UPCS). The resident will be given notice of said inspection and encouraged to be present during the inspection. The annual inspection serves as a guide in identifying needed maintenance or repairs and to assess any damage above and beyond normal wear and tear. The PHA shall assess charges to the resident for any damage above normal wear and tear.

The inspection form will be kept by the PHA and a copy will be given to the resident if there are deficiencies. Failure of the resident to maintain a safe, decent and sanitary dwelling unit and premises will result in lease termination.

If the unit fails inspection due to housekeeping or tenant caused damages, the resident will be given 14 days to correct the items identified during the inspection, after which a follow-up inspection will be conducted to ensure tenant has corrected the items. If the unit does not pass a second time, the resident may be required to attend housekeeping classes to prevent the possibility of lease termination.

C. Time of Inspections

The PHA will inspect the resident's dwelling unit during business hours.

1. Before the resident moves into the unit;
2. Periodically, but not less than annually.
 - a. Follow-up with a Housekeeping Inspection will be made if the resident's housekeeping practices or other circumstances require.
 - b. The PHA will give the resident appropriate notice at least two (2) days before entry, prior to any inspection, in accordance with the dwelling lease;
3. At move-out. The dwelling unit and the premises will be inspected jointly by the resident and a member of the PHA staff, unless the resident has previously vacated the unit without giving notice to the PHA and is unavailable. In such case, the PHA will inspect the unit independently.
4. At any time that the resident, a PHA employee or other interested person determines that a special inspection is necessary.
5. The PHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists.

CHAPTER 22. Other Matters

The following pertains to requirements and/or references to guidelines for other matters involving admissions and occupancy.

A. Lead-Based Paint Notification and Records

1. Applicants

A notice of the dangers of lead-based paint poisoning and a notice of the advisability and availability of blood lead level screening for children under six (6) years of age will be provided to every applicant family at the time of lease signing.

2. Residents

a) Residents in any PHA-owned low-income public housing developments constructed prior to 1978 will be notified:

- (1) That the property was constructed prior to 1978;
- (2) That the property may contain lead-based paint;
- (3) Of the hazards of lead-based paint;
- (4) Of the symptoms and treatment of lead-based paint poisoning;
- (5) Of the precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for elimination of such hazards); and
- (6) Of the advisability and availability of blood lead level screening for children under six (6) years of age.

b) Residents will be advised to notify the PHA if an elevated blood

lead condition is identified so that the PHA can initiate testing and abatement actions, if necessary, or relocate the residents to a lead-free dwelling unit.

3. Records

The PHA will maintain records that provide evidence that the resident and any purchaser of low-income housing developments constructed before 1978 has received the required notification. The signature portion of the notification form will be retained in the PHA's resident file for three (3) years after the resident vacates the dwelling unit.

B. Utility Reimbursement

Where applicable, the PHA will pay the resident a utility reimbursement, as defined in the PHA's Definition section of these policies.

C. Pet Ownership

Flint Housing Commission does not allow pets

D. Transfers

The dwelling lease requires the resident to transfer to a dwelling unit of appropriate size, based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available. The PHA has a separate policy on the Transfers and Transfer Waiting List.

E. Emergency Transfer Plan (ETP)

1. The PHA shall adopt and follow the procedures in a model Emergency

Transfer Plan which will provide that a tenant receiving rental assistance through or residing in a unit subsidized under the PHA who, is a victim of domestic violence, dating violence, sexual assault or stalking qualifies for an emergency transfer if:

- a) The tenant expressly requests the transfer; and
- b) The tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying; or
- c) In the case of a tenant who is a victim of sexual assault, either the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.

The tenant who is a victim of sexual assault may make an imminent harm request regardless of when or where the sexual assault occurred and the PHA may permit more than 90-calendar days from the date of the sexual assault.

2. The tenant may qualify for either an internal emergency transfer or external transfer:

- a) An internal emergency transfer is the relocation of a tenant to another unit where the tenant would not be categorized as a new applicant that is, the tenant may reside in the new unit without having to undergo an application process.
- b) An external emergency transfer is the relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is the tenant must undergo an application process in order to reside in the new unit.

The tenant may seek an internal emergency transfer and an external emergency transfer concurrently if a safe unit is not immediately available.

The PHA shall maintain existing VAWA strict confidentiality measure in its Emergency Transfer Plan as to not disclose the location of the new unit to the abuser.

The PHA will make the Emergency Transfer Plan available upon request and when feasible, make the plan publicly available.

The PHA will keep a record of all emergency transfers requested under its Emergency Transfer Plan and the outcome of the requests. The PHA shall retain these records for a period of three (3) years or for a period of time as specified by program regulations. The PHA must report the requests and outcomes to HUD annually.

An emergency transfer request must not be construed to supersede any PHA eligibility or other occupancy requirements.

F. Collection

The PHA dwelling lease contains the PHA's policies with respect to the amount of rental payments, the due date, and charges for late payment and returned checks. Any resident owing money at move-out will be turned over to collection and the collection will be reported to credit agencies.

G. Termination of Lease

The PHA maintains a separate Termination and Eviction Policy for additional guidance.

H. Grievance Procedures

The PHA maintains a Grievance Procedures policy that is incorporated by reference in the lease and is posted in the Management Office.

I. Community Service/Self-Sufficiency Requirements

The PHA has a separate Community Service/Self-Sufficiency Policy.

J. Housekeeping Standards

The dwelling lease establishes the PHA's policy on housekeeping standards. The PHA has a separate Housekeeping Standards Policy.

K. Vehicles

All resident owned vehicles parked in FHC parking lots must have an assigned registered FHC parking permit. One (1) parking permit will be issued to the head of household and one (1) parking permit will be issued to the spouse of the head of household or co-head. Only two (2) vehicles per household will be allowed on any FHC property. All other vehicles will be towed at owner's expense.

A warning violation will be issued to any vehicle not registered and parked in FHC parking lot. All vehicles parked on the property without parking permits, will be towed after a 48-hour warning has been placed on the vehicle. No major car repairs, oil changes or other fluid changes are allowed on the property. No car washing is allowed on the property. Changing a flat tire is allowed.

Additional Parking Violations Resulting in Towing:

- Parked in front of dumpster (Immediate towing)
- Parked in front of mailboxes (Immediate towing)
- Parking in fire lanes (Immediate towing)
- Hazards such as leaks, unattended car left up on jack, etc. (Immediate towing)
- Parked in no parking zones in lots
- Parked in front of sidewalks, walkways, ramps or illegally parked in front of FHC office.
- Parked on grass at any time
- Improper or expired state license tags
- Vehicles that are inoperable, have flat tires, broken windows or are not drivable from an accident.

L. Registration of Vehicles

The Flint Housing Commission property offices will issue parking permits upon the following documents being provided by the head of household and vehicle owner:

- Current Driver's License
- Current proof of insurance
- Current Registration and vehicle title

M. Preemption of Restrictions on Placement of Direct Broadcast Satellite, Multichannel Multipoint Distribution Service and Television Broadcast Antennas

1. Under the Telecommunications Act of 1996 as amended effective January 1999 and October 25, 2000, the Federal Communications Commission (FCC) adopted the Over-The-Air Reception Devices Rule regarding restrictions on viewer's ability to receive video programming signals from

direct broadcast satellites (DBS), multi-channel multipoint distribution (wireless cable) providers (MMDS) and television broadcast stations (TVBS).

2. This rule prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming.
3. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (any size in Alaska), TV antennas and wireless cable antennas.
4. The rule prohibits most restrictions that:
 - a) Unreasonably delay or prevent installation, maintenance or use;
 - b) Unreasonably increase the cost of installation, maintenance or use; or
 - c) Preclude reception of an acceptable quality signal.
5. The rule applies to acceptable size antennas placed on property that is rented (including public housing) on property which is under the tenant's exclusive use or control (i.e. balconies, patios, designated yard areas, etc.). Local governments and landlords may enforce restrictions that do not impair installation, use or maintenance of these antennas as well as restrictions needed for safety or historic preservation.
6. The PHA will not unreasonably restrict the installation of antennas by residents if:
 - a) The unit has a tenant use only area such as a balcony, patio or designated yard area for which they are solely responsible (mowing, watering, etc.,).
 - b) The installation will not block or restrict access or egress to or from the unit or otherwise violate health and safety codes.
 - c) The installation does not result in damage to the unit (i.e holes in walls or ceiling).
 - d) The installation of an interior antenna does not damage the unit beyond normal wear and tear.
 - e) The resident submits a request in writing asking to install an outside antenna. Inside antennas do not require approval in writing.
 - f) The resident agrees to restore any interior and exterior changes to original condition before vacating the unit. Otherwise, charges for repairs will apply.

The PHA will not assess any fees designed to unreasonably restrict the tenant's right to install antennas as long as the tenant is in compliance with the limitations of this rule.

N. Occupancy of Police Officers

The PHA reserves the right to place Police Officers who would not otherwise be eligible in the PHA's units, if it is determined that their presence would contribute to the safety of and security of residents. The number and location of units and a description of the terms and conditions for them to occupy units is identified in the PHA's annual plan.

O. Fair Housing and Equal Opportunity

A Fair Housing and Equal Opportunity poster that contains information on filing complaints with HUD will be prominently posted in the PHA office. Individuals who believe that they have been discriminated against with respect to housing may receive assistance from PHA staff in filing such complaints.

P. Disclaimer Policy

This policy will be interpreted and applied in accordance with applicable federal statutes and HUD regulations and policy guidance. Any conflict between the language of this policy and such federal statutes and/or regulations will be resolved in accord with federal law and policy. Additionally, since the

provisions of this plan are based on local, state and federal law and regulation, the policy will be deemed automatically revised should any of those laws or regulations change. To the extent that the change is mandatory (allowing no PHA discretion), the text of this policy will be revised without requirement for administrative processing. By approving this provision, the Board of Commissioners understands that they are approving future automatic revisions responding to mandatory changes.

Q. Smoke-Free Policy

In compliance with 24 CFR 965 Subpart G, Smoke-Free Public Housing, the Flint Housing Commission (FHC) shall be a smoke-free community effective July 1, 2018. All FHC properties shall be smoke-free. Smoking of any kind and/or the burning of incense is strictly prohibited. The Smoke-Free Policy applies to all FHC owned properties regardless of location. No smoking or burning of incense is permitted in any indoor or outdoor area. This policy includes all residential homes, townhomes and apartment units, including the single family homes.

The Smoke Free Policy also covers grounds and parking lots so there is no smoking allowed in vehicles parked in the parking lots.

FHC will be a totally smoke-free community. Smoking is prohibited by residents, their guests and visitors, FHC employees and service providers, contractors and all other persons.

“No Smoking” and “Smoke Free Community” signs will be posted inside and outside of all buildings.

Definition of Smoking

The term “smoking” means inhaling, exhaling, breathing, burning, carrying or possessing any lighted cigar, cigarillo, cigarette, pipe, plant other tobacco product or related substance or product. It also means inhaling, exhaling, breathing, carrying or possessing any activated electronic smoking device, commonly known as e-cigarettes or “vapes”. It also means smoking or vaporizing tobacco or other plant material in a water pipe or Hookah.

Definition of Incense

A gum, spice or other substance that is burned for the odor it produces.

R. Lease Violation

Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this policy will constitute a material and serious violation of the Lease. In addition, residents found to have violated this policy will be responsible for all costs to remove smoke odor and/or residue.

S. Enforcement

FHC will take steps in response to smoking policy violation when FHC has actual knowledge or evidence of smoking. Evidence of smoking includes, but is not limited to, odor of fresh or stale smoke, observing ashes or cigarette butts, observing burn marks on furniture, appliances or flooring. FHC will use the following guidelines:

1st Violation – Written warning of the Policy and Lease violation **plus a \$50 fine**

2nd Violation – 30 Day Lease Termination Notice with the option to remedy by signing a Last Chance Agreement **and a \$75 fine**

3rd Violation – 30 Day Lease Termination Notice with NO option to remedy.

Appendix A: List Of Charges In Addition To Rent

Appendix B: Utility Allowances Or Consumption Allowances

Appendix C: Developments By Type

Name of Development	Total # of Units	General Occupancy	Mixed Population	Designated Elderly Units	Designated Handicap Units
Richert Manor	132	121			11
Howard Estates	96	94			2
Atherton East	194	188			4
Garland	44	44			
River Park	180	178			2
Centerview	90	83			7
Forest Park	19	16			3
Scattered Sites	68	67			1
Mince Manor	110	102			8
Aldridge Place	93	83			10
KMS	159	159			

Appendix D: PHA Income Limits



Appendix E: Table of Flat Rents

Development: Garland

Unit Size	Flat Rent
0	\$470.00
1	\$574.00
2	\$626.00

Development: Richert Manor

Unit Size	Flat Rent
0	\$444.00
1	\$542.00
2	\$592.00

Development: Centerview

Unit Size	Flat Rent
1	\$574.00
2	\$626.00

Development: Forest Park

Unit Size	Flat Rent
1	\$542.00

Development: Mine Manor

Unit Size	Flat Rent
1	\$564.00

Development: KMS

Unit Size	Flat Rent
1	\$378.00

Development: Howard Estates

Unit Size	Flat Rent
2	\$486.00
3	\$647.00
4	\$732.00

Development: Atherton East

Unit Size	Flat Rent
2	\$486.00
3	\$647.00
4	\$732.00

Development: River Park

Unit Size	Flat Rent
2	\$486.00
3	\$647.00
4	\$732.00

Development: Aldridge Place

Unit Size	Flat Rent
2	\$479.00
3	\$637.00
4	\$722.00

Development: Scattered Sited

Unit Size	Flat Rent
3	\$591.00
4	\$675.00
5	\$787.00

Appendix F: Security Deposits

Security Deposit Requirements	Minimum
One month's Total Tenant Payment at time of move-in	\$50.00

Appendix G: Termination and Eviction Policy

Flint Housing Commission

Flint, MI

Termination and Eviction Policy

Adopted by PHA Board of Commissioners

Resolution No: _____

Date of Adoption: _____

Effective Date of Implementation: _____

Termination and Eviction Policy

As a landlord, the Flint Housing Commission (hereinafter referred to as PHA) has certain rights and responsibilities concerning termination of dwelling leases and eviction of residents who violate lease terms or are determined to be undesirable for other reasons.

A. Rights and Responsibilities

1. The PHA may terminate or refuse to renew a lease for serious or repeated violations of material terms of the lease by residents including but not limited to, the following.

The regulation at 24 CFR (Code of Federal Regulations) 966.4(f)(12), requires under Section 6(1) that every lease signed by a resident of a public housing unit must contain a provision which authorizes the PHA to consider certain criminal activity engaged in by the resident, members of their household, another person under the control of the resident or their guests", Including drug-related, *on or off* the PHA's premises to be "cause for termination of tenancy". This lease provision authorizes termination of the lease and eviction of all members of the household. Thus any criminal activity that threatens the health, safety or right to peaceful enjoyment of the PHA's public housing premises by other residents may be cause for such termination. (See CFR 966.4(e)(2) Grounds for Termination). It is the policy of the PHA to terminate tenancy of any household where a member or guest engages in such criminal, drug-related or alcohol related activity.

The PHA retains the discretion to determine on a case-by-case basis whether or not the entire household or only the offending member(s) should be evicted for such criminal activity.

- 2 The PHA has a One Strike or "zero tolerance policy with respect to violations of lease terms regarding criminal activity.

The following are some examples of said activities

- a) Displaying a deadly weapon in connection with a verbal or nonverbal threat of bodily harm
- b) Inflicting any injury upon another person through the intentional, reckless, careless or negligent use of a deadly weapon
- c) Damaging any property through the intentional reckless, careless or negligent use of a deadly weapon,
- d) Threat to Flint Housing Commission staff

B. Consideration of Favorable Factors

In the event of the receipt of unfavorable information with respect to a tenant and or lease violations that could cause termination of tenancy, the PHA will give consideration to the time, nature and extent of the applicants conduct The PHA will also consider factors that might indicate a reasonable probability of favorable future conduct, such as:

- 1 Evidence of successful completion of an appropriate rehabilitation program for drug alcohol-related problems (requiring certification from a health professional, or State certified program)
The resident may be required to provide evidence of otherwise being

rehabilitated successfully (i.e., on-going participation in AA, ALANON, or other drug/alcohol support group);

1. The seriousness of the offending action;
2. The effect on the community of denial or the failure of the PHA to take such action;
3. The extent of participation by the leaseholder in the offending action;
4. The effect of denial of admission on household members not involved in the offending action;
5. The demand for assisted housing by families who will adhere to lease responsibilities;
6. The extent to which the tenant has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
7. The effect of the PHA's action on the integrity of the program;
8. The willingness of the tenant to exclude the offending household member in order to remain in the housing program, where the identified member has participated in or been culpable for action or failure to act that warrants denial;
9. Evidence of the tenant family's participation in or willingness to participate in social services or other appropriate counseling programs, and the availability of such programs.

C. Domestic Violence

1. The PHA may terminate or refuse to renew a lease to any household member who is a perpetrator of domestic violence or stalker.
2. The PHA retains the discretion to determine on a case-by-case basis whether or not the entire household or only the offending member(s) should be evicted for such criminal activity.
3. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, 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. Criminal activity directly relating to domestic violence, dating violence, sexual assault, 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 assistance, tenancy, or occupancy rights if the tenant/participant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence. This does not limit the authority of the PHA to:
 - a) Terminate public housing assistance to individuals who engage in criminal acts of physical violence against family members or others.
 - b) Terminate public housing assistance to a tenant/participant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to terminate.
 - c) Terminate public housing assistance to a tenant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or

providing service to the property or PHA if that tenant is not evicted or terminated from assistance.

d) Upon relocation of the household member who is the victim of domestic abuse or stalking, the PHA shall terminate the assistance of the remaining family if the perpetrator of the domestic abuse or stalking remains in the household.

D. Termination by Family

1. A resident may terminate their lease at any time but must provide the PHA thirty (30) days' notice in writing and should include a forwarding address for the PHA to return the resident's security deposit after the resident vacates the premises.

2. A notice of termination by the PHA or a resident may be given on any day of the month.

E. The PHA must provide residents a notice of termination as follows:

1. Fourteen (14) days in advance, in cases of failure to pay rent;

2. Seven (7) days in advance, in cases of creation or maintenance of a threat to the health and safety of other residents, or PHA employees, or a reasonable time in excess of seven (7) days considering the seriousness of the situation;

3. Thirty (30) days in advance in all other cases.

4. Twenty-four (24) hours for illegal drug activity conducted on the premises of the rented property pursuant to MCLA §554.134(4).

5. The notice shall state the specific reasons for termination and inform the residents they have a right to reply, examine relevant PHA documents, copy relevant documents at their expense, and request a grievance hearing. The lease termination notice shall:

a) State that the resident is entitled to a grievance hearing on the termination;

b) Specify the judicial eviction procedure to be used by the PHA for eviction of the resident, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing that contains the basic elements of due process as defined in HUD regulations;

c) State whether the eviction is for a criminal activity as described in CFR 966.51(a)(2)(i)(A) or for a drug-related criminal activity as described in CFR 966.51(a)(2)(i)(B), or a pattern of alcohol abuse which threatens the health, safety or right to peaceful enjoyment of the premises by other residents or PHA employees.

6. HUD has issued a due process determination that the law of the State of Michigan requires that the resident be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in the Definition section of these policies) before eviction from a dwelling unit. Therefore, the PHA has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy of eviction that involves:

a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA; or

b) Any violent or drug-related criminal activity on or off such premises; or

c) Any activity that resulted in felony conviction of a household member.

7. Any criminal activity is cause for termination of tenancy even in the absence of conviction or arrest.

7. Any repeated pattern of alcohol abuse which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or PHA employees.
8. The PHA's eviction notices to residents must be in writing, hand delivered to the tenant or an adult member of the tenant's household residing in the unit or sent by first-class mail.
9. Notices under this grievance procedure shall be deemed delivered:
 - a) Upon personal service thereof to the complainant or an adult member (18 years of age or older) of the complainant's household
 - b) Upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail; or
 - c) On the second day after the deposit thereof for mailing, postage prepaid, with the US. Postal Service, if mailed by first class mail other than certified or registered mail, unless the resident can prove that delivery of the notice, in fact occurred at some other time.
10. If a resident is visually impaired, any notice delivered to such resident shall be in an accessible format.
11. The PHA will notify the local post office of residents evicted for criminal activity so that evicted persons will not return to the housing development to pick up their mail.

F. Future Eligibility for Assistance.

The PHA has established standards that prohibit and deny readmission of a previous resident and/or household member to the PHA's public housing program for certain drug, criminal and/or unfavorable family behaviors.

1. The PHA must prohibit and deny readmission to the PHA's public housing program for (See *also Denial of Admission*):
 - a) Persons evicted from federally-assisted housing for drug-related criminal activity for five (5) years from the date of the eviction;
 - b) Person engaging in illegal use of a drug;
 - c) Persons convicted of methamphetamine production
 - d) Persons subject to sex offender registration requirement; and
 - e) Persons that abuse or show a pattern of abuse of alcohol.
2. The PHA may prohibit and deny readmission to the PHA's public housing program for (See *also Applicant Screening*):
 - a) An applicant's past performance in meeting financial obligations, especially rent and/or utility payments;
 - b) An applicant's previous lease violations, including the failure to comply with community service and self-sufficiency requirements.
 - c) An applicant who left owing a debt to the PHA or any other PHA (See *also Repayment Agreement for Families*);
 - d) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at any prior PHA public housing development which may have adversely affected the health, safety, or welfare of other tenants, and
 - e) A history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would have adversely affected the health safety or welfare of other tenants.

The eligibility determination for readmission will be based on the circumstances of the applicant family at the time the family reapplies. The PHA may require an applicant to exclude a household member in order to be readmitted to the public housing program where that household member has participated in or been culpable for any actions described above.

In the event of unfavorable information with respect of an applicant, consideration shall be given to the time, nature and extent of the applicant's conduct, including seriousness of the offense.

Appendix H: Grievance Procedures

Flint Housing Commission

Flint, Michigan

Grievance Procedures

<p>Adopted by PHA Board of Commissioners</p> <p>Resolution No.: _____</p> <p>Date of Adoption: _____</p> <p>Effective Date of Implementation: _____</p>
--

Grievance Procedures

A. Purpose and Scope

The purpose of these Grievance Procedures is to assure that the Flint Housing Commission (hereinafter referred to as PHA) residents are afforded an opportunity for a hearing if the resident disputes within a reasonable time, any PHA action or failure to act, involving the resident's lease, or PHA regulations which adversely affect the individual resident's rights, duties, welfare or status.

1. Additional areas covered by these procedures include the:
 - a) Community Service and Self-Sufficiency Requirements
 - b) Minimum rent hardship exemptions
 - c) Income changes resulting from welfare program requirements
 - d) Improper disclosure or inappropriate use of information obtained by the PHA through criminal records, sex offender registration records, drug abuse treatment facility records and domestic violence records.

The Grievance Procedure shall be applicable to all individual grievances as defined herein.

B. Governing Law

The law governing this grievance procedure is Section 6 (K) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437 d (K) and subpart B of 24 CFR part 966 (24 CFR secs. 966 50-966.57)

C. Definitions

The following definitions of terms shall be applicable to this grievance procedure.

1. **Grievance** Any dispute which a resident may have with respect to an action or a failure to act by the PHA in accordance with the individual resident's lease or PHA regulations which adversely affects the individual resident's rights, duties, welfare or status

CFR The Code of Federal Regulations which contains the federal regulations governing this grievance procedure

Complainant Any resident (as defined in this section below) whose grievance is presented to the PHA or at the project management office in accordance with the requirements set forth in this procedure.

Drug-related criminal activity: The illegal manufacture, sale, distribution use or possession with intent to manufacture, sell, distribute or use a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended

Authority Flint Housing Commission a corporate body organized and existing under the laws of the State of Michigan.

6. Elements of Due Process: The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
 - a) Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - b) Right of the resident to be represented by counsel;
 - c) Opportunity for the resident to refute the evidence presented by the PHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 - d) A decision on the merits.
7. Expedited Grievance: The procedure established by the PHA for any grievance concerning a termination of tenancy or eviction that involves:
 - a) Any criminal activity that threatens the health, safety and right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA; or
 - b) Any drug-related or violent criminal activity on or off PHA premises.
8. Hearing Officer or Hearing Panel: An impartial person or persons selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. Such individual or individuals do not need legal training.
9. HUD: The United States Department of Housing and Urban Development.
10. Notice: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
11. The "Regulations" The HUD regulations contained in subpart B of 24 CFR sec.966.
12. Resident organization: An organization of residents, which includes any resident management corporation
13. Resident The adult person (or persons) other than a live-in aid:
 - a) Who resides in the unit and who executed the lease with the PHA as lessee of the dwelling unit or if no such persons reside in the unit
 - b) The person who resides in the unit and who is the remaining head of the household of the resident family residing in the dwelling unit
14. Business Days Monday through Friday of each week except for legal holidays recognized by the federal government and/or local city government

D. Incorporation in Leases

This grievance procedure shall be included in, or incorporated by reference in, all dwelling leases between the residents and the PHA.

E. Exceptions

These procedures are applicable to all individual grievances, as defined in the PHA's Definitions section of these policies, between the resident and the PHA with the following exceptions:

1. The PHA's grievance procedures are not applicable to disputes between residents not involving the PHA, or to class grievances.
2. The grievance procedures are not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA's Board of Commissioners and
3. HUD has issued a due process determination that the law of the State of Michigan requires that the resident be given the opportunity for a hearing in court that provides the basic elements of due process (as defined in the Definition section of these policies) before eviction from a dwelling unit. Therefore, the PHA has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of PHA; or
 - b) Any violent or drug-related criminal activity on or off such premises; or
 - c) Any criminal activity that resulted in felony conviction of a household member.

However, improper use of or disclosure of information obtained by the PHA through criminal records, sex offender registration records and drug abuse treatment facility records, may be the subject of a grievance by a tenant of the PHA.

F. Processing Grievances

The primary objective of this process is to settle grievances at the lowest level and as quickly as possible and minimize impact upon the PHA's operations. Except as stated in paragraphs A. and B above, the PHA's procedures shall afford each resident an opportunity for a hearing on a grievance, in accordance with the requirements, standards, and criteria contained in these procedures with such modifications as are required by State law. The process for handling grievances is outlined below

1. Informal Settlement of Grievance
 - a) Grievances shall be personally presented, either orally or in writing, to the office of the development in which the complainant resides so that the grievance may be discussed informally and settled without a **formal** hearing. This notice should be given within ten (10) business days after the occurrence giving rise to the grievance.
 - b) A summary of such discussion shall be prepared within five (5) business days. One copy shall be given to the resident and one shall be retained in the PHA's resident file.

The summary shall specify the names of the participants, dates of the meetings, nature of the complaint, the proposed disposition of the complaint, and the specific reasons

therefore, and the procedures by which a hearing may be obtained if the resident is not satisfied.

- c) The summary shall specify:
 - (1) The names of the participants,
 - (2) Dates of the meetings
 - (3) The nature of the proposed disposition of the complainant and the specific reasons therefore
 - (4) The rights of the complainant to a **formal** hearing, and
 - (5) The procedures by which a hearing may be obtained if the resident is not satisfied.
- d) The PHA shall specifically include notice to the complainant of the following
 - (1) The time limit to request a grievance hearing;
 - (2) The grievance will be heard by a hearing officer.
 - (3) What specifically must be included in the complainant's written request for a grievance, as provided in paragraph 1.b of the PHA's Procedures to Obtain a Hearing;
 - (4) If the complainant fails to request a hearing within the required time period (5 business days) after receiving the summary, the PHA's decision rendered at the Informal Settlement conference becomes final. However, the complainant does not waive the right to contest the PHA's action in an appropriate judicial proceeding
 - (5) The complainant's rights to be represented by counsel or other representative at the grievance hearing and
 - (6) The complainant requesting a hearing has a right to examine any PHA documents relevant to the hearing, including records and regulations. The complainant shall be allowed to obtain a copy from the PHA of any such documentation at the complainant's expense as stated in the "Charges in Addition to Rent" schedule.

G. Procedures to Obtain a Hearing

- 1. Request for a Hearing
 - a) The complainant shall submit a written request for a **formal** hearing to the PHA, or to the development office, within five (5) business days after receipt of the written summary of the informal settlement conference.
 - b) The written request shall specify:
 - (1) The reasons for the grievance;
The action or relief sought.

- c) If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, the PHA's decision rendered at the informal settlement conference becomes final and the PHA is not thereafter obligated to offer the complainant a hearing
- d) Should the complainant fail to request a hearing, such failure shall not constitute a waiver by the complainant of his/her right thereafter to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.

H. Selection of Hearing Officer:

- 1. Grievances shall be presented before a hearing officer.
- 2. The hearing officer shall be an impartial, disinterested person selected by the PHA. The hearing officer shall not be:
 - a) The person who made or approved the decision, or
 - b) A subordinate of the person who made or approved the decision

I. Hearing Prerequisite:

- 1. All grievances shall be personally presented, either orally or in writing pursuant to the informal procedure prescribed in the paragraph on informal settlement of grievance as a condition precedent to a hearing under this section.
- 2. If the complainant shows good cause why he/she failed to proceed in accordance with the paragraph on informal settlement of grievance, the provisions of this subsection may be waived by the hearing officer or hearing panel.

J. Escrow Deposit:

- 1. Before a hearing is scheduled in any grievance involving the amount of Tenant Rent which the PHA claims is due, the resident shall pay into an escrow account, an amount equal to the amount of the Tenant Rent due and payable as of the first of the month preceding the month in which the act or failure to act took place.
- 2. The resident shall thereafter deposit the same amount of the Tenant Rent into that escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel
 - 1 The PHA may waive these requirements in extenuating circumstances. Unless so waived, failure to make such payments shall result in termination of the grievance procedures.
 - 2 Failure to make payment shall not constitute a waiver of any right the resident may have to contest the PHA's disposition of the resident's grievance in any appropriate judicial proceeding
 - 3 Escrow deposits are not required for grievances related to minimum rent hardships and welfare reductions

K. Scheduling Hearings:

- 1 The hearing officer or hearing panel shall promptly schedule the hearing, for a time and place reasonably convenient to both the complainant and the PHA, upon the complainant's compliance with the above requirements
- 2 A written notification specifying the time place and the procedures governing the hearing shall be delivered to the complainant and the appropriate PHA official.

L. Procedures Governing the Hearing

- 1 Official or Panel The hearing shall be held before a hearing officer or a hearing panel, as appropriate

2. **Safeguards of Due Process:** The complainant shall be afforded a fair hearing providing the basic safeguards of due process, which include the following:

- a) The opportunity to examine documents before the hearing, and to copy all documents records, and regulations of the PHA that are relevant to the hearing at the expense of the complainant. Any requested document not made available to the complainant may not be relied on by the PHA at the hearing;
- b) The right to be represented by counsel or other person chosen as the complainant's representative;
- c) The right to a private hearing, unless the complainant requests a public hearing
- d) The right to present evidence and arguments in support of the complainant's complaint, to controvert evidence relied on by the PHA or development management and to confront and cross examine all witnesses on whose testimony or information the PHA or development management relies; and
- e) A decision based solely and exclusively upon the facts presented at the hearing

M. Previous Decision

The hearing officer or hearing panel may render a decision without proceeding with the hearing, if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.

N. Failure to Appear:

1. If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing, for a period not to exceed five (5) business days or may make a determination that the party has waived his or her right to a hearing.
2. The hearing officer or hearing panel shall notify both the complainant and the PHA of the determination.
3. A determination that the complainant has waived his or her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding

O. Entitlement and Justification:

1. At the hearing, the complainant must first make a showing of an entitlement to the relief sought.
2. Thereafter, the PHA must sustain the burden of justifying the PHA's action or failure to act against which the complaint is directed.

P. Conduct of the Hearing:

1. The hearing shall be conducted informally by the hearing officer
2. Oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Appendix I: Transfers and Transfer Waiting List

Flint Housing Commission
Flint, Michigan

TRANSFERS AND TRANSFER WAITING LIST

Adopted by PHA Board of Commissioners

Resolution No.: _____

Date of Adoption: _____

Effective Date of Implementation: _____

Transfers and Transfer Waiting List

Transfer means the movement of a resident from one dwelling unit to another. The PHA may require a resident to move, permit a resident to move, or physically help a resident to move depending on the circumstances in each particular case. This policy is incorporated into the Admissions and Continued Occupancy policy by reference. The Flint Housing Commission (herein referred to as PHA) policies and procedures for transferring residents from one dwelling unit to another are as follows.

A. Non-discrimination

The PHA will not discriminate against any person at any stage of the transfer process because of race, color, religion, sex, age, creed, disability, familial status, or national origin. The PHA will abide by the non-discrimination requirements of the following laws and Executive Orders (24 CFR 960.203)

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d), which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance (24 CFR part 1)
2. The Fair Housing Act of 1988 (42 U.S.C. 3601-3619), also prohibits discrimination in housing practices based on disability in residential real estate-related transactions. (24 CFR parts 100, 108, 109, & 110)
3. Executive Order 11063 on Equal Opportunity Housing. (24 CFR part 107)
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination based on disability in programs receiving Federal financial assistance. (24 CFR part 8)
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) which prohibits discrimination based on age in programs receiving Federal financial assistance. (24 CFR part 146)
6. Title II of the Americans with Disabilities Act (42 U. S.C. 12101-12213).

B. Types of Transfers

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.
 - a) **Emergency transfers** are mandatory when the unit or building conditions pose an immediate threat to resident life health or safety, as determined by PHA. Any condition requiring an emergency work order may be defined as an emergency if repairs cannot be made within 24 hours. Emergency transfers within sites or between sites may be made to
 - (1) Permit repair of unit defects hazardous to life, health, or safety;
 - (2) Alleviate verified medical problems of a life-threatening nature; orThese transfers shall take priority over new admissions.

- b) **Category 1- Administrative Transfers include** mandatory transfers to remove to safety residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency):
- (1) Provide housing options to residents who are victims of hate crimes or extreme harassment, victims of criminal activity, domestic violence, dating violence, sexual assault or stalking as outlined in VAWA.
 - (2) Alleviate verified medical problems of a serious nature;
 - (3) Permit modernization of units;
 - (4) Permit a family that requires a unit with accessible features to occupy such a unity.

These transfer shall take priority over new admissions.

Requests for medical transfers will be made to the manager. The resident shall provide the manger with the necessary documentation to substantiate the need for a medical transfer. The PHA may also offer medical transfers (e.g., moving a person with mobility problems to a unity with accessible features).

- c) **Category 2 Administrative Transfers.** Transfers within sites or between sites may be made to:
- (1) Correct occupancy standards (mandatory: over or under the PHA's occupancy standards);
 - (2) Offer incentive transfers (voluntary) as described below.

These transfers will take priority over new admissions.

Category 2 transfers to correct occupancy standard will only be made if the family size is smaller than the PHA's minimum-number-of-persons-per-unit standard for the household or larger than the maximum-number-of-persons-per-unit standard for the unit the family is occupying. These transfers are mandatory.

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

These transfers will not take priority over new admissions.

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

C. Processing Transfers

1. The Asset Management Division will administer a centralized transfer waiting list. Managers are responsible for submitting requests for transfers including necessary documentation, to the Director of Asset Management.
2. The Director will sort requests for transfers into categories.
3. Admissions will be made in the following order:
 - a) First emergency transfers; then
 - b) Category 1 Administrative Transfers; then
 - c) Category 2 Administrative Transfers; and finally
 - d) Applicants.

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

4. Category 2 transfers to correct occupancy standards may be recommended at the time of reexamination or interim redetermination. This is the only method used to determine over/under-housed status.
5. Residents in a Category 2 over/under housed status will be advised in their thirty (30) day "Notice of Result of Reexamination" that a transfer is recommended, and that the family has been placed on the transfer list.
6. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.
7. When a head of household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or the family decides to remain in the unit and the unit is large enough (using the maximum-persons-per-unit standard) to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, PHA's prior approval of additions to the household is required.)
8. Category 3 transfers will only be processed after all other transfers have been accomplished.

D. Good Record Requirement for Transfers

1. In general, and in all cases of resident-requested transfers, residents will be considered for transfers only if they:
 - a) Have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - b) Do not owe back rent or other charges, or evidence a pattern of late payment; and
 - c) Meet reasonable housekeeping standards and have no housekeeping lease violations.
2. Exceptions to the good record requirements will be made for emergency transfers, VAWA, and to provide accessible housing or when it is to the PHA's advantage (e.g. a single person is living alone in a 3-bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the Director with the recommendation by the Manager.
3. Absent a determination of exception, the following policy applies to transfers:
 - a. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid-in-full.
 - b. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.
 - c. Residents with pest control issues will not be transferred until their unit is properly treated and is free of pest.

E. Cost of Transfers

The PHA will pay the reasonable cost of transfers initiated by the PHA due to demolition, disposition, revitalization, or rehabilitation; transfers required because of building system failure or other emergency condition the PHA is unable to repair in a timely manner; and transfers required as a reasonable accommodation for residents with disabilities. Resident will bear the cost for transfers due to change in family composition, moving to a non-accessible unit (when accessibility features are not required by the family), VAWA and victims of crime however, where there is a hardship the manager may recommend that families be reimbursed their out-of-pocket expenses.

F. Notice of Transfer

Resident families that are to be transferred will be given a thirty (30)-day notice, said time period to commence at the approximate time of delivery of the Notice of Transfer. The notices shall be: (1) hand-delivered, and (2) mailed, both prepaid first-class mail and certified mail.



Transfers and Transfer Waiting List Policy

transfer. The determination to make an exception to the good record requirement will be made by the central transfer administrator with recommendation by the Manager.

3. Absent a determination of exception the following policy applies to transfers
 - a) If back rent is owed the resident will not be transferred until a payment plan is established or if prior payment plans have failed back rent is paid-in-full.
 - b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection
 - c) Residents with pest control issues will not be transferred until their unit is properly treated and is free of pest.

E. Cost of Transfers

The PHA will pay the reasonable cost of transfers initiated by the PHA due to demolition disposition, revitalization, or rehabilitation; transfers required because of building system failure or other emergency condition the PHA is unable to repair in a timely manner, and transfers required as a reasonable accommodation for residents with disabilities. Resident will bear the cost for transfers due to change in family composition, moving to a non-accessible unit (when accessibility features are not required by the family,) however where there is a hardship the manager may recommend that families be reimbursed their out-of-pocket expenses.

Notice of Transfer

Resident families that are to be transferred will be given a thirty (30)-day notice, said time period to commence at the approximate time of delivery of the Notice of Transfer. The notices shall be: (1) hand-delivered, and (2) mailed, both prepaid first-class mail and certified mail.

Appendix J: Housekeeping Standards Policy

Flint Housing Commission
Flint, Michigan
Housekeeping Standards Policy

<p>Adopted by PHA Board of Commissioners</p> <p>Resolution No.: _____</p> <p>Date of Adoption: _____</p> <p>Effective Date of Implementation: _____</p>

Housekeeping Standards Policy

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all resident families.

A. Authority Responsibility

The standards that follow will be applied fairly and uniformly to all Residents. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection the Authority will notify the Resident in writing if he/she fails to comply with the standards. The Authority will advise the Resident of the correction(s) required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms.

B. Resident Responsibility

The Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards is a violation of the Lease terms and can result in eviction.

C. Interior Standards

1. General:

- a) **Walls:** should be clean, free of dirt, grease, holes, cobwebs, and fingerprints **and any type of writing or drawing**
- b) **Floors:** should be clean, clear, and free of hazards.
- c) **Ceilings:** should be clean and free of cobwebs.
- d) **Light Fixtures:** should be free of any dust build-up light covers in place and not broken.
- e) **Windows:** should be clean and not nailed shut Shades and blinds should be intact.
- f) **Woodwork:** should be clean, free of dust, gouges, or scratches.
- g) **Doors:** should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- h) **Heating units & Water Heater Closet:** should be accessible (no locks, no clutter) dusted and not used for storage.
- i) **Infestation:** No evidence of rodents or insect infestation: bait stations and traps clean.
- j) **Electric Hazards:** No electrical cords running loosely across floors; no overloads, no hazards.
- k) **Trash:** shall be disposed of properly and not left in the unit.
- l) **Evidence of Pet:** litter box, cage, and/or fish tank clean and odor free; no evidence of urine or damage caused by pet.

2. Kitchen:

- a) **Stove:** should be clean and free of food and grease.
- b) **Refrigerator:** should be clean. Freezer door should close properly, and freezer have no more than one Inch of ice. No stickers (decals) on refrigerators.

- a) **Cabinets:** should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Do not store heavy pots and pans under the sink.
 - b) **Exhaust Fan:** should be free of grease and dust.
 - c) **Sink:** should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 - d) **Food storage areas:** should be neat and clean without spilled food.
 - e) **Trash/garbage:** should be stored in a covered container until removed to the disposal area.
3. Bathroom(s):
- a) **Toilet and tank:** should be clean and odor free.
 - b) **Tub and shower:** should be clean **shower curtains** should be in place, and of adequate length.
 - c) **Lavatory/Countertop:** should be clean.
 - d) **Exhaust fans:** should be free of dust.

4. Storage Areas:

- a) **Linen closet:** should be neat and clean.
- b) **Other closets:** should be neat and clean. No flammable materials should be stored in the unit.
- c) **Other storage areas:** should be clean, neat and free of hazards.
- d) **Basement:** should be free of clutter, standing water and/or sewage on floor, excessive clothing, toys and any gas operated machinery.

D. Exterior Standards

The following standards apply to family and scattered site developments only; some standards apply only when the area noted is for the exclusive use of the Resident

- 1. Yards/Grassy Area: should be free of debris, grease trash, indoor furniture and abandoned cars.
- 2. Exterior walls: should be free of graffiti.
- 3. Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- 4. Steps (front and rear): should be clean, and free of hazards.
- 5. Sidewalks: should be clean and free of hazards.
- 6. Storm/Screen Doors: should be clean; glass intact; no damage
- 7. Parking Area: should be free of abandoned cars. There should be no car repair in the lots.
- 8. Hallway/Stairwell: should be swept clean and free of debris; free of any tripping hazards.
- 9. Laundry Area: should be swept clean; no soiled laundry piled up; lint removed from dryer and any other surface; dryer vented to outside.

Housekeeping Standards Policy

10. Utility/Storage Area: should be free of trash; no vehicle parts stored; no flammable materials.
11. Discarded Food/Grease: No evidence of grease or food disposed of outside of unit: no feeding dishes for animals outside of unit
12. Other: Laundry and yard tools should not be left out overnight.

Appendix K: IRS Publication 502 - Medical and Dental Expenses

Appendix L: Definitions

Low-Rent Public Housing

Abandonment

Means absence of the resident from the dwelling, without notice to the owner, for one full rental period or in excess of seven (7) days, whichever is less; providing such absence occurs only after rent for the dwelling unit is delinquent.

ACC Expiration Date

The last day of the term during which a particular public housing development is subject to all or any of the provisions of the Annual Contributions Contract (ACC). The ACC term for a particular development expires at the latest of:

1. The end of the "Debt Service Completion Date," which is the last day of a one-year period beginning with, and inclusive of, the last debt service Annual Contribution Date for the development, as determined under the ACC (e.g., if the last debt service Annual Contribution Date is June 15, 1983, the one-year period continues through the end of the day on June 14, 1984, which is the debt Service Completion Date); or
2. The end of the date of full repayment of any indebtedness of the PHA to the Federal government in connection with the development; or
3. The end of the last date of an extension of the term of the ACC provisions related to development operation, as effected under 24 CFR, Sections 969.105, Extension of ACC upon Payment of Operating Subsidy, or 969.106, ACC Extension in Absence of Current Operating Subsidy.

Accessible

1. When used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical disabilities. The phrase "accessible to and usable by" is synonymous with accessible.
2. When used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, altered or adapted, can be approached, entered, and used by individuals with physical disabilities.
3. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR, Part 8, Section 8.32, is "accessible" within the meaning of paragraph 2.
4. When a unit in an existing facility which is being made accessible as a result of alterations is intended for use by a specific qualified individual with disabilities (e.g., a current occupant of such unit or of another unit under the control of the same recipient, or an applicant on a waiting list), the unit will be deemed accessible if it meets the requirements of applicable standards that address the particular disability or impairment of such person.

Accessible Route

A continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, and section 8.32. An accessible route that serves only accessible units occupied by persons with hearing or vision impairments need not comply with those requirements intended to effect accessibility for persons with mobility impairments.

Adaptability

The ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without disabilities, or to accommodate the needs of persons with different types or degrees of disability. For example, in a unit adaptable for a hearing-impaired person, the wiring for visible emergency alarms may be installed, but the alarms need not be installed until such time as the unit is made ready for occupancy by a hearing-impaired person.

Adjusted Income

Adjusted Income means Annual Income less the following allowances, determined in accordance with HUD instructions:

1. \$480 for each Dependent;
2. \$400 for any Elderly Family;
3. For *any* family that is not an Elderly Family or disabled family, but has a member other than the head of household or spouse, Handicapped/Disabled Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older, as a result of the assistance to the Disabled Person;
4. For any Elderly or Disabled Family,
 - a) That has no disability assistance expenses, an allowance for Medical Expenses, equal to the amount by which the Medical Expenses exceed three percent of Annual Income;
 - b) That has Disability Assistance Expenses greater than or equal to three percent of Annual Income, an allowance for Disability Assistance expenses computed in accordance with paragraph 3, above, plus an allowance for medical expenses, that is equal to the Family's Medical Expenses;
 - c) That has Disability Assistance Expenses that are less than three percent of Annual Income, an allowance for combined Disability Assistance Expenses and Medical Expenses, that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income; and
5. Child Care Expenses.

Adult (Drug-Related and Criminal Activity)

A person who is 18 years of age or older, or has been convicted of a crime as an adult under any Federal, State or Tribal law

Annual Contributions Contract

A contract under the Housing Act of 1937, as amended, between HUD and the PHA, containing the terms and conditions under which the Department assists the PHA in providing decent, safe, and sanitary, housing for low-income families. The ACC must be in a form prescribed by HUD, under which HUD agrees to provide assistance in the development, modernization, and/or operation of a low-income housing development under the Act, and the PHA agrees to develop, modernize, and operate the development in compliance with all provisions of the ACC and the Act, and all HUD regulations and implementing requirements and policies.

Annual Income

The total amount of income that the family anticipates receiving during the year following the date of income calculation

Annual Income includes all amounts, monetary or not, which:

Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

Which are not specifically excluded by law, regulation or notice.

Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant

A person or a family that has applied for housing assistance

Application for Admission

A written form, completed in accordance with PHA requirements signed by the applicant, and submitted to the PHA. The purpose of the application is to determine whether the applicant is eligible for Public Housing.

Auxiliary Aids

Services or devices that enable persons with impaired sensory manual, or speaking **skills** to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance. For example, auxiliary aids for persons with impaired vision may include readers, Braille materials, audio recordings, and other similar services and devices. Auxiliary aids for persons with impaired hearing may include telephone handset amplifiers telephones compatible with hearing aids, telecommunication devices for deaf persons (TDD's), interpreters, note takers, written materials, and other similar services and devices.

Building Entrance on an Accessible Route

An accessible entrance to a building that is connected by an accessible route to public transportation stops, to accessible parking and passenger loading zones, or to public streets or

sidewalks, if available. A building that complies with ANSI A117.1-1986 or a comparable standard complies with the requirements of this paragraph.

Check-meter

A device for measuring utility consumption within each individual dwelling unit where the utility service is supplied to the PHA through a Master-meter System. The PHA pays the Utility Supplier of the Utility Service on the basis of the Master-meter readings and uses the Check-meter to determine whether and to what extent the Utility consumption of each dwelling unit is in excess of the Allowance for PHA-Furnished Utilities.

Child

A member of the family, other than the family head or spouse, who is under 18 years of age. For continued assistance under Restrictions on Assistance to Non-citizens only: Biological or adopted children only. Stepchildren (not related to either the head of the household or the spouse) and guardianship of minors (either formal or informal) are excluded.

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 employment income that is included in annual income.

CIS

U.S. Citizenship and Immigration Services (formerly Immigration and Naturalization Services (INS)).

Citizen

A citizen by birth, naturalization, or national of the United States.

Common Use Areas

Rooms, spaces or elements, inside or outside of a building, that are made available for the use of residents of a building or the guests thereof. These areas include hallways, lounges, lobbies, and laundry rooms, refuse rooms, mailrooms, recreational areas and passageways among and between buildings.

Community Service

The performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, or/and increase the self-responsibility of the resident within the community in which the resident resides.

Complainant

Any resident whose grievance is presented to the PHA or at the project management office.

Continued Assistance Family

This is a mixed family who meets all the following requirements:

1. The family was receiving assistance under a Section 214 covered program on June 19, 1995; and
2. Whose head of the household or spouse has eligible immigration status according to the requirements of the restrictions on assistance to non-citizens; and
3. The family does not include any person (who does not have eligible immigration status) other than:
 - a) The head of the household;
 - b) Any spouse of the head of the household;
 - c) Any parents of the head of the household;
 - d) Any parents of the spouse;
 - e) Any children of the head of the household or spouse.

This does not define "family" for purposes of eligibility at the PHA (see "Family" in this Definitions section).

Contract of Participation

A contract is a form approved by HUD, entered into between a participating family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered into between the PHA and all members of the family who elect to participate in the FSS program. These plans are attached to the contract of participation as exhibits.

Controlled Substance

Any drug or other substance, or immediate precursor included in the definition in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Covered Families

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

Covered Person (Drug-Related and Criminal Activity)

A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Currently Engaging In Illegal Use of a Drug

With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in, means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

Dating Violence

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

Decent, Safe and Sanitary Housing (In Good Repair)

Housing is decent, safe, sanitary, and in good repair if the requirements of 982.401 (Housing Quality Standards) and the Uniform Physical Condition Standards implemented by HUD in September of 1998 are met.

Dependent

A member of the Family (except foster children and foster adults) other than the Family head or spouse, who is under eighteen (18) years of age, or is a person with a disability, or is a full-time student.

Deposit (Security)

Means, an amount of currency, or an instrument delivered to the owner by the resident as a pledge to abide by terms or conditions of the rental agreement.

Dilapidated Housing

See the definitions of Substandard Housing.

Disability Assistance Expenses

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

Disabled Family

Disabled family means a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

A person who is under a disability, as defined in Section 233 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act; 42 U.S.C. 6001 (7).

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 12 months; or
2. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in the Social Security Act), inability by reason of such blindness to engage in substantial gainful activity in which he/she has previously engaged with some regularity and over a period of time.

Disabled Person (or "Person with a Disability")

This definition no longer includes any person whose "disability" is solely related to drug or alcohol dependency.

Disallowance

An exclusion from annual income.

Discriminatory Housing Practice

An act that is unlawful under Section 804, 805, 806, or 818 of the Fair Housing Act.

Displaced Person/Family

A person or family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Divestiture Income

Imputed income from assets disposed of by an applicant or tenant in the last two years for less than fair market value.

Domestic Violence

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

Drug

A controlled substance as defined in section 102 of the Controlled Substances Act.

Drug Abuse Treatment Facility

An entity:

That holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to illegal drug use; and

That is either an identified unit within a general care facility; or an entity other than a general medical care facility.

Drug-Related Criminal Activity

The illegal manufacture, sale, distribution, or use of a drug, or possession of a drug with intent to manufacture, sell, distribute or use the drug.

Dwelling

Any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Earned Income

Earned income means income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment. (See 24 CFR 5.609.) Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS escrow account established by a PHA on behalf of a participating family.

Economic Self-Sufficiency Program

Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include job training, employment counseling, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeship and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family

Elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person

An individual who is at least 62 years of age.

Elements of Due Process

Means an eviction action or termination of tenancy in a State or local court in which the following safeguards are required:

1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction.
2. Opportunity for the resident to examine all relevant documents, records and regulations of the PHA, prior to the trial, for the purpose of preparing a defense.
3. Right of the resident to be represented by counsel.

4. Opportunity for the resident to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses, and to present any affirmative legal or equitable defense which the resident may have.
5. A decision on the merits.

Elevated Blood Lead Level

Excessive absorption of lead, that is, a confirmed concentration of lead in whole blood of 25 ug/dl (micrograms of lead per deciliter of whole blood) or greater.

Eligible Families

Current residents of public housing and applicants who have been screened and notified they are eligible but a unit is not yet available for them.

Emergency Condition

A situation in which failure to supply immediate relief would pose a serious threat to the life, health, or safety of the applicant for admission.

Enrollment

Enrollment means the date that the FSS family entered into the contract of participation with the PHA.

Escrow Deposit

An amount in dispute with respect to rent or other charges which must be paid by the family and held by the PHA pending resolution of a grievance. Escrows are not required for families requesting minimum rent hardship exemption or contesting a reduction in welfare benefits.

Evidence of Citizenship or Eligible Immigration Status

The documents that must be submitted as evidence of citizenship or eligible immigration status.

Expedited Grievance

The procedure established by the PHA for any grievance concerning a termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety and right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA; or
2. Any drug-related or violent criminal activity on or off PHA premises.

Extremely Low-Income Family

A "very low-income family" whose annual income does not exceed the higher of:

The poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in Puerto Rico or any other territory or possession of the United States); or

30% of the median income for the area, as determined by HUD, with adjustment for smaller and larger family, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of

unusually high or low family incomes.

Eviction

Means any action initiated by the owner to regain possession of a dwelling unit and use of the premises.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3600-3620).

Familial Status

One or more individuals (who have not attained the age of 18 years) being domiciled with:

1. A parent or another person having legal custody of such individual or individuals; or
2. The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of the 18 years.

Family

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

1. A single person, who may 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:
3. A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family)
4. An elderly family;
5. A near-elderly family
6. A disabled family;
7. A displaced family; and
8. The remaining member of a tenant family.

Family Income

Means monthly income as defined in HUD regulations, i.e. annual income divided by 12.

Family Project (Family Development/General Occupancy Development)

Any development assisted under Section 9 of the U.S. Housing Act of 1937, which is not an elderly development. For this purpose, an elderly development is one that was designated for occupancy by the elderly at its inception (and has retained that character) or, although not so designated, for

which the PHA gives preferences in tenant selection (with HUD approval) for all units in the development to elderly families. A building within a mixed-use development which meets these qualifications shall, for the purposes of 24 CFR, Part 965, Subpart H, Lead-Based Paint Poisoning Prevention, be excluded from any family development. Zero bedroom units, for the purposes of Subpart H, are excluded from any family development.

Family Self-Sufficiency (FSS)

Family Self-Sufficiency program or FSS program means the program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the U.S. Housing Act of 1937.

FSS Account

FSS account means the FSS escrow account authorized by section 23 of the U.S. Housing Act of 1937.

FSS Credit

FSS credit means the amount credited by the PHA to the participating family's FSS account.

FSS Family

FSS family or participating family means a family that resides in public housing, and that elects to participate in the FSS program, and whose designated head of the family has signed the contract of participation.

FSS-Related Service Program

FSS-related service program means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of "supportive services" set forth in regulations.

FSS Slots

FSS slots refer to the total number of public housing units that comprise the minimum size of a PHA's public housing FSS program.

Federal Preference

The Quality Housing and Work Responsibility Act of 1998 has permanently eliminated federal preferences. However, the language and criteria of the former Federal preferences may be retained or adopted by the PHA as their local preferences. Therefore these definitions remain without the reference to "Federal". Means a resident selection preference for admission of applicant families that are any of the following:

1. Involuntarily displaced;
2. Living in substandard housing (including families that are homeless or living in a shelter for the homeless);
3. Paying more than 50 percent of family income for rent.

Federally Assisted Housing (Drug-Related and Criminal Activity)

1. Public housing;
2. Housing receiving project-based or tenant-based assistance under Section 8 of the U.S. Housing Act of 1937;
3. Housing that is assisted under Section 202 of the Housing Act of 1959, as amended by section 801 of the National Affordable Housing Act;
4. Housing that is assisted under Section 202 of the Housing Act of 1959; as such section existed before enactment of the National Affordable Housing Act;
5. Housing that is assisted under Section 811 of the National Affordable Housing Act;
6. Housing financed by a loan or mortgage insured under section 221(d)(3) of the National Housing Act that bears interest at a rate determined under the proviso of section 221(d)(5) of such Act;
7. Housing insured assisted or held by HUD or by a State or local agency under section 236 of the National Housing Act;
8. Housing assisted by the Rural Development Administration under section 514 or section 515 of the Housing Act of 1949.

Fixed Source of Income

A family member with a fixed source of income is a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- a) Social Security, Supplemental Security Income (SSI), Supplemental Disability Insurance;
- b) Federal, state, local, or private pension plans;
- c) Annuities or other retirement benefit programs, insurance policies, disability or death benefits or other similar types of periodic receipts; or
- d) Any other source of income subject to adjustment by a verifiable COLA or current rate of interest

Flat Rent

Flat rent is determined annually by the PHA and is based on the market rental value of the unit. The PHA will establish a flat rent for each public housing unit that is:

- a) No less than 80 percent of the applicable Fair Market Rent (FMR); or
- b) No less than 80 percent of an applicable small area FMR (SAFMR) or unadjusted rent, if applicable, as determined by HUD, or any successor determination, that more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area. If HUD has not determined an applicable SAFMR or unadjusted rent, the PHA must rely on the applicable FMR; or
- c) Established based on an exception from HUD.

The PHA must revise, if necessary, the flat rent amount for a unit no later than 90 days after HUD issues the new FMRs.

For unit where utilities are tenant-paid, the PHA must adjust the flat rent downward by the amount of a utility allowance for which the family might otherwise be eligible.

If a new flat rent would cause a family's rent to increase by more than 35%, the family's rent increase must be phased in at 35% annually until such time that the family chooses to pay the income-based rent or the family starts to pay the established flat rent.

Full-time Student

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with or without a diploma or certificate program, as well as an institution offering a college degree.

Gender Identity

Means actual or perceived gender-related characteristics.

Good Faith

Means honesty in fact, in the conduct of the transaction concerned, as evidenced by all surrounding circumstances.

Grievance

Any dispute which a resident may have with respect to PHA action or failure to act in accordance with the individual resident's lease, or PHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.

Guest (Drug Related or Criminal Activity)

A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of 966 and 982 apply to these guests.

Handicap/Disability

With respect to a person, a physical or mental impairment which substantially limits one or more of such person's major life activities; a record of having such an impairment or being regarded as having such an impairment. This term does not include current, illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act; 21 U.S.C. 802) For the purpose of 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act, an individual shall not be considered to have a disability solely because that individual is a transvestite (a person, especially a male, who dresses in the clothing of the opposite sex for psychological reasons).

Handicapped/Disabled Assistance Expenses

Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled Family member, and that are necessary to enable a Family member (including the Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Handicapped/Disabled Person

A person having a physical or mental impairment that:

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

Has a Record of Such an Impairment

As used in the definition of Disability, means has a history of, or has been misclassified as having a mental or physical impairment that substantially limits one or more major life activities.

Head of Household

The head of household is the adult member of the family who is designated for purposes of determining income eligibility and rent.

Hearing Officer/Hearing Panel

An impartial person or persons selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. Such individual or individuals do not need legal training.

Homelessness

Per PIH Notice 2013-15, the PIH definition for JMS-PIC reporting (Form 50058) is narrowed to the following two categories found in The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act).

Category 1 An individual or family who **lacks a fixed, regular, and adequate nighttime residence**, meaning:

An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings including a car park abandoned budding, bus or tram station, airport, or camping ground or

An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary having arrangements (including congregate shelters transitional housing and hotels and motels paid for by charitable organizations or by federal state, or local government programs for low-income individuals) or

An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

Category 4 Any individual or family who

1. Is **fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking**, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member including a child that has either taken place within the

individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and

- 2 Has no other residence; **and**
- 3 Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks to obtain other permanent housing

Household (Drug-Related and Criminal Activity)

The family and PHA-approved live-in a de

Housing Agency (HA)

A State, county, municipality or other governmental entity or public body authorized to administer the program. The term "HA" has been replaced by the term "PHA" (Public Housing Agency) and no longer includes an Indian Housing Authority (IHA).

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 resident family may not be provided public housing and other project-based assistance in a housing unit with two or more bedrooms.

Housing Manager/Assistant Housing Manager

A Housing Manager is any person who, irrespective of title, is responsible for the day-to-day management and operation, which may include the supervision of employees, of a low-income housing development or developments. An Assistant Housing Manager is any person who, irrespective of title is responsible for assisting a Housing Manager in performing his/her managerial responsibilities.

Housing Provider (Responsible Entity)

- 1 The owner or manager of the housing facility,
- 2 The owner or manager of the common and public use areas of a housing facility, when the dwelling units are individually owned;
- 3 The term "housing provider" may include any person or entity that operates a housing facility. The term "housing provider" includes any person or entity that represents the property owners of a community in their housing interest, including homeowners or resident associations, whether or not there is common ownership operation of any portion of a community.

Housing Subsidies

Means, assistance to meet the costs and expenses of temporary shelter, rental housing or homeownership and includes rent, mortgage or utility payments.

HUD

Department of Housing and Urban Development or its designated officer or employee.

HUD Field Office

Any HUD Office that has been delegated authority under the U.S. Housing Act of 1937 to perform functions pertaining to the area in which the PHA is located.

Immigration and Naturalization Service (INS)

Now called the U.S. Citizenship and Immigration Services (CIS).

Imputed Welfare Income

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

Income Limits

HUD establishes Extremely Low-Income, Very Low-Income and Low-Income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Income-Based Rent

An amount based on the projected family income for the subsequent 12 month period.

Indian

Any person recognized as being an Indian or Alaska Native by an Indian tribe, the Federal Government, or any State.

Individual Training Services Plan

Means a written plan that is prepared for the head of the FSS family, and each adult member of the FSS family who elects to participate in the FSS program, by the PHA in consultation with the family member, and which sets forth-

1. The supportive services to be provided to the family member;
2. The activities to be completed by that family member; and
3. The agreed upon completion dates for the services and activities. Each individual training and services plan must be signed by the PHA and the participating family member, and is attached to, and incorporated as part of the contract of participation. An individual training and services plan must be prepared for the head of the FSS family.

Individual with a Disability

A person having a physical or mental impairment that: (a) is expected to be of long-continued and indefinite duration; (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could be improved by more suitable housing conditions.

Is Regarded as Having an Impairment

As used in the definition of Disability, means:

1. Has a physical or mental impairment that does not substantially limit one or more major life activities, but that is treated by another person as constituting such a limitation;
2. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
3. Has none of the impairments defined under the definition of "physical or mental impairment," below, but is treated by another person as having such an impairment.

Kin-GAP Payments

Kin-GAP payments are subsidies that go to, or on behalf of, children leaving the juvenile court system to live with a relative or legal guardian. This is an excluded income.

Kinship Care Payments

Kinship care payments are foster care subsidies that go to, or on behalf of, children living with a relative or legal guardian. This is an excluded income.

Law Enforcement Agency

The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

Lead-Based Paint

A paint surface, whether or not defective, identified as having a lead content greater than or equal to one microgram of lead per square centimeter (one centimeter is slightly more than three-eighths of an inch).

Live-In Aide

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

1. Is determined by the PHA to be essential to the care and well-being of the person or persons;
2. Is not obligated for support of the person or persons, and
3. Would not be living in the unit except to provide necessary supportive services. (See the definition of Annual Income for treatment of a Live-In Aide's income.)

Local Preference

A preference used by the PHA to select among applicant families.

Location (or Site)

A term used to identify units located in any common geographical area. It may be a development, a portion of a development, two or more developments, or an entire development plus one or more portions of another development. If the units are divided by a major architectural or topographical barrier, such as a freeway, stream or retaining wall, that substantially impairs mutual access, the separated units constitute separate locations or sites.

Low-Income Family

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family income.

Major Life Activities

As used in the definition of Disability, means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Management Contract

A written agreement between a resident management corporation and a PHA as provided by 24 CFR 964.35, Management Responsibilities.

Marriage

Marriage certified by a formal marriage license, or an informal marriage, as may be specified in State or local laws or regulations.

Master-Meter System

A Utility distribution system in which a PHA is supplied Utility Service by a Utility supplier, through a system meter or meters, and distributes the Utility Service to its residents.

Medical Expenses

Those 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 are allowable only for Elderly or Disabled Families.)

Minimum Rent

An amount of rent to be paid by each family as directed by HUD and determined by the PHA. The minimum rent amount must be established between \$00.00 and \$50.00 and includes the utility allowance. Hardship exemptions as outlined in the Admissions and Continued Occupancy Policy and Dwelling Lease apply.

Minor

A person who is under the age of legal competence, unless otherwise determined by State Law.

Mixed Family

A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Mixed Population Project

A public housing project, or portion of a project that is reserved for elderly families and disabled families at its inception (and has retained that character). If the project was not so reserved at its inception the PHA has obtained HUD approval to give preference in Tenant Selection for all units in the project (or portion of project) to elderly families and disabled families. These projects formerly were known as elderly projects.

Monthly Adjusted Income

One-twelfth of Adjusted Income.

Monthly Income

One-twelfth of Annual Income.

National

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, including Puerto Rico, the U.S. Virgin Islands, Guam Canal Zone, etc.

Near-Elderly Person/Family

Near-elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

Net Family Assets

1. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home-ownership programs or FSS savings accounts.
2. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded.
3. In cases where a trust fund has been established and the trust is not revocable by, or under the control of any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.
4. In determining Net Family Assets, the PHA shall include the value of any assets disposed of by an applicant or resident for less than fair market value, (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program, or reexamination, as applicable, in excess of the consideration received

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

Non-citizen

A person who is neither a citizen nor a national of the United States.

Normal Wear and Tear

Means deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, abuse or intentional damage of the premises, equipment or chattels of the owner by the resident, members of the resident's household, or by his/her invitees or guests. However, un-cleanliness does not constitute normal wear and tear.

Occupancy Standards

These standards are established by the PHA for determining the number of bedrooms required for families of different sizes and compositions.

Older Person

A person 55 years of age or older.

Other Person Under the Tenant's Control, for the Purposes of the Definition of Covered Person (Drug-Related and Criminal Activity)

The person, although not staying as a guest (as defined under "guest") in the unit, is, or was at the time of the activity in question, on the premises (as defined under "premises") because of an invitation express or implied from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Over-Income Family

An individual or family who is not a low-income family at the time of initial occupancy. An individual or family whose annual income for eligibility purposes exceeds eight percent (8%) of the median income for the PHA's area of operation.

Participant

Has the following meaning for the programs referred to in the regulations

- 1 Part 960; a resident under the program.
2. Part 905; a resident or homebuyer under the program.

Partnership Process

A specific and ongoing process that is designed to ensure that residents, resident groups and the PHA work in a cooperative and collaborative manner to develop, implement and monitor the CIAP or CGP. At a minimum, a PHA shall ensure that the partnership process incorporates full resident participation in each of the required program components.

Passbook Rate

The interest rate, as determined by the PHA, used in calculating the imputed income from assets over \$5,000.

Passbook Rate Calculation

The PHA will use the actual Savings National Rate that is in effect on the first day of the PHA's fiscal year. The PHA will review the Savings National Rate annually and adjust it accordingly on the first day of the PHA's fiscal year. Current and historical Savings National Rates may be accessed at www.fdic.gov/regulations/resources/rates/.

Paying More Than 50 Percent of Family Income for Rent

See the definition of Rent Burden Preference, below.

Person in the Business of Selling or Renting Dwellings means any person who:

1. Within the preceding twelve (12) months, has participated as principal in three or more transactions involving the sale or rental of any dwelling or any interest therein;
2. Within the preceding twelve months, has participated as agent, other than in the sale or his or her own personal residence, in providing sales or rental facilities or sales or rental services in two or more transactions involving the sale or rental of any dwelling or any interest therein; or
3. Is the owner of any dwelling designed or intended for occupancy by, or occupied by, five or more families.

PHAS (Public Housing Assessment Program)

The revised assessment program for public housing authority that became effective on October 1, 1998, and applies first to housing authorities with fiscal years ending September 30, 1999.

PHMAP

This assessment program has been replaced by PHAS.

The Public Housing Management Assessment Program (PHMAP) is a process designed to allow HUD and the PHA to identify PHA management capabilities and deficiencies, and to lead to overall better management of the public housing program, in accordance with 24 CFR part 901.

Physical or Mental Impairment

As used in the definition of Disability, includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; Genitourinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism,

epilepsy, muscular dystrophy, multiple sclerosis, cancer heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

Police Officer

A person determined by the PHA to be during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify.

Preference Over Single Persons

The following preference has been eliminated unless the PHA specifically adopts this preference locally: An applicant that is a one-or two-person elderly disabled or displaced family, must be given a preference over an applicant that is a single person who is not an elderly, displaced person, or a person with disabilities regardless of the applicants local preferences.

Premises

Means, facilities, appurtenances, areas and other facilities held out for use of the resident, or whose use is promised to the resident coincidental with occupancy of a dwelling unit. For purposes of Drug-Related and Criminal Activity premises means, the building or complex or development in which the public housing unit is located, including common areas and grounds.

Preponderance of Evidence

Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it, that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Processing Entity

The person or entity that, under any of the programs covered in 24 CFR, Part 5.210-5.238, is responsible for making eligibility and related determinations and any income reexaminations.

Project (Development)

Includes any of the following that meet the requirements of 24 CFR, Part 964, Resident Participation and Management in Public Housing:

1. One or more contiguous buildings;
2. An area of contiguous row houses;
3. Scattered site buildings.

The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots which are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.

Project (Development) for the Elderly or Disabled (24 CFR, Section 942.3)

Means any development assisted under the United States Housing Act of 1937 (other than under Section 8 or Section 17 of the Act), including any building within a mixed-use development, that was designated for occupancy by the elderly or disabled at its inception, or, although not so designated, for which the PHA gives preference in Tenant Selection (with HUD approval) for all units in the development (or for a building within a mixed-use development) to elderly or disabled families. For the purposes of 24 CFR, Part 942, Pet Ownership in Public Housing for the Elderly or Disabled, this term does not include developments assisted under the Low-Rent Housing Homeownership Opportunity program-Turnkey III; 24 CFR, Part 5.300 et al, or under Title II of the U.S. Housing Act of 1937-Indian Housing; 24 CFR, Part 905.

Public Housing Agency (PHA)

Any State, county, municipality, or other governmental entity or public body, (or agency or instrumentality thereof) that is authorized to engage in or to assist in the development or operation of low-income housing. For the purposes of 24 CFR, Part 942, Resident Participation and Management in Public Housing, the term Public Housing Agency does not include Indian Housing Authorities.

Public Use Areas

Interior or exterior rooms or spaces of a building that are made available to the general public. Public use may be provided at a building that is privately or publicly owned.

Qualified Individual With Disabilities

1. With respect to employment, an individual with disabilities who, with reasonable accommodation, can perform the essential functions of the job in question; and
2. With respect to any non-employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an Individual With Disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the recipient can demonstrate would result in a fundamental alteration in its nature; or
3. With respect to any other non-employment program or activity, an Individual With Disabilities who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.
4. Essential eligibility requirements include stated eligibility requirements, such as income, as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria, and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the recipient. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety, in the absence of necessary supportive services, may be "qualified" for occupancy in a development where such supportive services are provided by the recipient as part of the assisted program. The person may not be "qualified" for a development lacking such services.

Reasonable Accommodation

Means making alterations or adaptation to provide access to otherwise qualified individuals with disabilities, in the use of the program and facilities, without causing undue hardship or substantially altering the program or activity.

Remaining Member of a Tenant/Resident Family

Means a person who was a member of a household occupying a PHA dwelling unit, and who remains in the unit after other members of the household have departed, usually because of marriage, separation, divorce, death, or long-term illness requiring placement in a nursing home or other facility.

Rent

See definitions of rent as stated in Rent Burden Preference as noted below.

Rent Burden Preference

1. "Rent burden preference" means the preference for admission of applicants that pay more than 50 percent of family income for rent.
2. For purposes of determining whether an applicant qualifies for the rent burden preference:
 - a) "Family income" means Monthly Income, as defined in 24 CFR 5.603.
 - b) "Rent" means:
 - (1) The actual monthly amount due under a lease or occupancy agreement between a family and the family's current landlord; and
 - (2) For utilities purchased directly by residents from utility providers:
 - a. The utility allowance for family-purchased utilities and services that is used in the PHA resident-based program, or
 - b. If the family chooses, the average monthly payments that the family actually made for these utilities and services for the most recent 12-month period or, if information is not obtainable for the entire period, for an appropriate recent period
 - c. Amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount, to the extent that they are not included in the family's income.
 - d. For PHAs and IHAs administering programs under 24 CFR Chapter IX, the utility allowance would represent the PHA's or the IHA's estimate of the cost of utilities
3. An applicant does not qualify for a rent burden preference if either of the following is applicable:
 - a) The applicant has been paying more than 50 percent of income for rent for less than 90 days.
 - b) The applicant is paying more than 50 percent of family income to rent a unit because the applicant's housing assistance for occupancy of the unit under any of the following

programs has been terminated because of the applicant's refusal to comply with applicable program policies and procedures on the occupancy of under-occupied and overcrowded units:

- (1) The Section 8 programs or public and Indian housing programs under the United States Housing Act of 1937;
 - (2) The rent supplement program under section 101 of the Housing and Urban Development Act of 1965; or
 - (3) Rental assistance payments under section 236(f)(2) of the National Housing Act.
4. An applicant may not qualify for a rent-burden preference if the applicant is paying more than fifty percent {50%} of family income to rent a unit because the applicant's housing assistance with respect to that unit has been terminated as a result of his or her refusal to comply with applicable program policies and procedures regarding the occupancy of under-occupied and overcrowded units.

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 ("residency preference area").

Residency Preference Area

The specified area where families must reside to qualify for a residency preference.

Resident

Means a person entitled, under a rental agreement, to occupy a dwelling unit in peaceful possession, to the exclusion of others, and includes the owner of a mobile home renting premises, other than a lot or parcel in a mobile home park, for use as a site for the location of the mobile home.

Resident Council

An incorporated or unincorporated non-profit organization or association that meets each of the following requirements:

1. It must be representative of the residents it purports to represent.
2. It may represent residents in more than one development or in all of the developments of a PHA, but it must fairly represent residents from each development that it represents.
3. It must adopt written procedures providing for the election of specific officers on a regular basis {but at least once every three years}.
4. It must have a democratically elected governing board. The voting membership of the board must consist of residents of the development or developments that the resident organization or resident council represents.

Resident Groups

Democratically elected resident groups such as PHA-wide resident groups, area-wide resident groups, single development resident groups, or RMCs.

Resident Management

The performance of one or more management activities for one or more developments by a resident management corporation under a management contract with the PHA.

Resident Management Corporation

The entity that proposes to enter into, or enters into, a management contract with a PHA that meets the requirements of 24 CFR, Part 964, Subpart C, Resident Management Under Section 20 of the U.S. Housing Act of 1937. The corporation must have each of the following characteristics:

1. It must be a non-profit organization that is incorporated under the laws of the State in which it is located.
2. It may be established by more than one resident organization or resident council, so long as each such organization or council (a) approves the establishment of the corporation and (b) has representation on the Board of Directors of the corporation
3. It must have an elected Board of Directors.
4. Its bylaws must require the Board of Directors to include representatives of each resident organization or resident council involved in establishing the corporation.
5. Its voting members must be residents of the development or developments it manages.
6. It must be approved by the resident council. If there is no council, a majority of the households of the development must approve the establishment of such an organization to determine the feasibility of establishing a corporation to manage the development.
7. It may serve as both the resident management corporation and the resident council, so long as the corporation meets the requirements of 24 CFR, Part 964, for a resident council.

Responsible Entity

The PHA administering the low-income public housing program under an ACC with HUD.

Retail Service

Purchase of utility service by PHA residents directly from the utility supplier.

Section 214

Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a). Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

Section 214 Covered Programs

Programs to which the restrictions imposed by Section 214 apply are programs that make available financial assistance pursuant to the United States Housing Act of 1937 (42 U.S.C 1437 1440), Section 235 or Section 236 of the National Housing Act (12 U.S.C 1715z-1) and Section 101 of the Housing and Urban Development Act of 1965 (12 U.S.C 1701s)

Section 504

Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794 as it applies to programs or activities receiving Federal financial assistance.

Self-Sufficiency

Means, a FSS family is no longer receiving welfare assistance. Achievement of self-sufficiency although a FSS program objective, is not a condition for receipt of the FSS account funds

Sexual Orientation

Means homosexual ty heterosexuality or bisexuality.

Single Person

A person who 1ves alone or intends to live alone, and who does not qualify as an Elderly Family a Displaced Person or the Remaining Member of a Resident Family.

Social Security Number

The number that is assigned to a person by the Social Security Administration of the Department of Health and Human Services and that identifies the record of the person's earnings that are reported to the Administration The Social Security Number has nine digits separated by hyphens as follows: 000-00-0000 It does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary under the Social Security System

Special Admission

Admission of an applicant that is not on the PHA waiting 11st or without considering the applicant's waiting list position.

Specified Welfare Benefit Reduction

A reduction of welfare benefits in whole or in part for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program or cause of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program. It does not include a duction or termination of welfare benefits by the welfare agency

1. at expiration of a lifetime or other time limit on the payment of welfare benefits;
2. because a family member is not able to obtain employment even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements
3. because a family member has not compiled with other welfare agency requirements

Spouse

Means: the husband or wife of the head of the household. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-head." "Co-head" is a term recognized by some HUD programs, but not in public and Indian housing programs. This definition applies to Restrictions on Assistance to Non-citizens.

Stalking

The term 'stalking' means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

Stalking may include to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and/or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily harm to: (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person. Immediate family member means, with respect to a person- - a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood and marriage.

Statement of Family Responsibility

An agreement, in the form prescribed by HUD, between the PHA and a family to be assisted under the Program, stating the obligations and responsibilities of the two parties.

Surcharge

The amount charged to residents for the consumption of Utilities in excess of a reasonable allowance therefore, based on Utility use determined by means of a check-meter. The amount charged by the PHA to a resident, in addition to the Tenant Rent, for the consumption of Utilities in excess of the Allowance for PHA-Furnished Utilities, or for estimated consumption attributable to Resident-owned major appliances, or to optional functions, such as air conditioning of PHA-furnished equipment. Surcharges calculated pursuant to Section 965.477(b), based on estimated consumption where check-meters have not been installed, are referred to as "Scheduled Surcharges."

Tenant (Resident)

Any lessee or the remaining head of the household of any resident family residing in PHA-owned or leased housing accommodations.

Tenant (Resident) Participation

A process of consultation between residents and the PHA concerning matters affecting the management of public housing, as a means of providing residents with information about PHA

plans and decisions and affording them opportunities to make comments and recommendations, on an advisory basis, about those plans and decisions.

Tenant Rent

1. The amount payable monthly by the Family as rent to the PHA.
2. Where all utilities (except telephone & cable) and other essential housing services are supplied by the PHA, Tenant Rent equals Total Tenant Payment.
3. Where some or all utilities (except telephone & cable) and other essential housing services are not supplied by the PHA, and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Allowance for Tenant-Purchased Utilities.

Term

Means the period of occupancy specified in the rental agreement. Effective April 28, 2000, the term of the lease agreement for public housing units is 12 months and automatically renewable except for non-compliance with the community service requirement, where applicable.

Total Tenant Payment

1. Total Tenant Payment for families whose initial lease was effective on or after August 1, 1982. Total Tenant Payment is the amount calculated under section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)). Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:
 - a) Thirty percent (30%) of Monthly Adjusted Income;
 - b) Ten percent (10%) of Monthly Income; or
 - c) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under paragraph (C) of section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)(C)) shall be the amount resulting from one application of the percentage.
 - d) A minimum rent as adopted by the PHA.
2. Total Tenant Payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
3. Total Tenant Payment for families residing in public housing whose initial lease was effective before August 1, 1982. Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996 (contained in the April 1, 1995 edition of 24 CFR, parts 900 to 1699), will continue to govern the total Tenant Payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.
4. Mutual-help home ownership developments.
Paragraphs 1 of this section shall not apply to Mutual Help Home ownership developments (see 24 CFR, Part 905, section 905.416).
5. Total Tenant Payment does not include any Surcharge or other miscellaneous charges.

Unit Size

Unit size or size of unit refers to the number of bedrooms in a dwelling unit.

Unreimbursed Medical Expense Costs

This deduction is granted only to elderly or disabled families. A range of medical expenses and services can be claimed to the extent that the total medical expenses exceed three percent (3%) of annual income. Determination of eligibility for reimbursement of expenses will be consistent with the current IRS Publication 502.

U.S. Citizenship and Immigration Services (CIS) Formerly called the Immigration and Naturalization Service (INS). **Utility**

Allowance

The cost of utilities (except telephone & cable) and other housing services for an assisted unit that is not included in the Tenant Rent, but is the responsibility of the family occupying the unit, and an amount equal to the estimate made and adopted by the PHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit, by an energy conservative household of modest circumstances, consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement

Where applicable, the utility reimbursement shall be paid to the family in the manner provided in the pertinent program regulations. A PHA or owner may pay the utility reimbursement directly to the utility company without the consent of the family; however, the PHA must advise the family of the amount paid.

Verification Technique Definitions:

1. **Upfront Income Verification (UIV) (Level 6/5)**
The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.
2. **Written Third Party Verification (Level 4)**
An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or PHA request date.
3. **Written Third Party Verification Form (Level 3)**
A standardized form to collect information from a third-party source (also known as traditional third-party verification). The form is completed by the third party by hand (in writing or in typeset). PHAs send the form directly to the third-party source by mail, fax, or email.
4. **Oral Third-Party Verification (Level 2)**
Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit.
5. **Tenant Declaration (Level 1)**
The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA.

Very Low-Income Family

1. A low-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

2. 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.

Veteran

1. Means any person honorably discharged from the Armed Forces of the United States, who served in any of the following wars or conflicts, but not limited to these, World War I, between April 6, 1917, and November 11, 1918, both dates inclusive; or in World War II, on or after December 7, 1941, until final cessation of all hostilities; or in the Korean Conflict; Lebanon Crisis; Berlin Crisis; the Congo; the Dominican Republic, and Vietnam.
2. "Veteran" does not include a person enlisted and accepted for active training only for a period of six (6) months or less.

Violent Criminal Activity

Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be likely to cause, serious bodily injury or property damage.

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.

FLINT HOUSING COMMISSION
3820 RICHFIELD ROAD FLINT, MI 48506
D W E L L I N G L E A S E
P A R T I

Development: _____

AMP No: _____

I. DESCRIPTION OF THE PARTIES AND PREMISES

A. Parties and Premises.

Part I of this Dwelling Lease Agreement ("Lease"), which is a two-part document, is hereby executed between the Flint Housing Commission ("FHC"), with its principal place of business noted above, and _____ (Head of Household), _____ (Co-Head of Household/Spouse) and all other adult members of the household as indicated below ("Resident"), whose complete address ("Premises") is as follows:

Building Number: _____ Unit Number: _____

Address: _____
 Flint, Michigan 485 _____

Lease Effective Date: _____

Terms and Conditions stated in Part II of this Lease are incorporated by reference.

B. Resident's Household.

FHC leases the Premises for the exclusive use and occupancy by authorized members of Resident's household, as listed below, who are listed in Resident's Application for Admission or added to Resident's latest Application for Continued Occupancy, which application(s) is incorporated by reference. The following Resident and members of Resident's household, all of whom agree to comply with the terms and conditions contained in this Lease, are the only persons authorized to reside in the unit (NOTE: Live-in aides are not a party to the Lease, are not a member of the Family and will not be considered a remaining member of the Family):

NAME	RELATIONSHIP	SEX	DATE OF BIRTH
	HEAD		
	Co-HEAD/Spouse		

NOTE: Use additional sheet if necessary to add more Family members.

II. TERM AND RENEWAL OF LEASE

A. Term.

The initial term, beginning _____ and ending at midnight on _____, shall be for twelve (12) months.

B. Renewal.

After the initial 12-month term, the Lease term will be automatically renewed for 12 months unless terminated by either party in accordance with the Terms and Conditions set forth in Part II, Section VI of this Lease. Resident may not renew this Lease if Resident fails or refuses FHC's request to recertify his/her rent, as described in Part II, Section IV of this Lease, or fails to comply with the Community Service. The monthly rent stated in Part I, Section III. A of this Lease will remain in effect until FHC provides Resident with written notification of a change.

III. PAYMENTS DUE UNDER THE LEASE

A. Rent and Due Date.

Initial rent is: \$_____. The amount is determined by the following procedure:

Minimum Rent Flat Rent 30% of adjusted Income

Rent. Monthly rent of \$___ is due and payable in advance on the first day of each month and is considered late (delinquent) after the second (2nd) calendar day of the month.

1. Rent Adjustments. The above monthly rent will remain in effect unless it is adjusted by FHC for a utility allowance, as explained in Part I, Section III. A. 3.d of this Lease, or adjusted in accordance with the Terms and Conditions governing Applications for Continued Occupancy as explained in Part II, Section IV. A. of this Lease. Documentation of any adjustment will be provided to Resident.

2. Utilities and Equipment. FHC will pay all costs associated with providing the following utilities, services, and equipment listed in this Lease:

a. Water, garbage collection and sewer service.

b. Check those to be provided by FHC:

Gas: Yes No Electricity: Yes No Heat: Yes No

FLINT HOUSING COMMISSION DWELLING LEASE
PART I

FHC will provide the following appliances:

Range/Stove: Yes No Refrigerator: Yes No

c. FHC agrees to adjust the rent by the applicable utility allowance of \$_____ (which makes Resident's adjusted rent \$_____ per month) for the following utilities where the Resident has the responsibility to make direct payments to utility companies:

Electricity Gas Water Sewer Trash Removal (Other) _____

Resident's failure to obtain and maintain utility services not provided by FHC is considered a material violation of Resident's obligations under the Lease.

3. Payment Location(s). Resident shall pay rent via check or money order at the site management office which manages the property leased by the head of household noted in this lease, or such other location as may be designated, in writing, by FHC. **Checks and money orders are to be made out to Flint Housing Commission, or FHC, only.**

4. Late Rent. Rent is considered delinquent if not paid by the 1st calendar day of the month. A late fee of Twenty-five (**\$25.00**) Dollars will be added to Resident's account for failure to pay the full amount due by close of business the 5th calendar day of the month.

B. Charges in Addition to Rent/Other Fees.

See Part II, Section I. B of this Lease for Terms and Conditions governing Other Charges and Fees.

C. Security Deposit.

Resident: Agrees to pay Has previously paid the sum of \$ _____, which is not to exceed the equivalent of one (1) month's total tenant payment (not adjusted rent) or \$100.00, whichever is lower, as a Security Deposit.

See Part II, Section I. A. of this Lease for Terms and Conditions governing Security Deposits.

**FLINT HOUSING COMMISSION DWELLING LEASE
PART I**

NOTICE: Michigan Law establishes rights and obligations for parties to Leases. This Lease is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this Lease, you may want to seek assistance from a lawyer or other qualified person.

SIGNED AND DATED BY ALL ADULT MEMBERS OF RESIDENT’S HOUSEHOLD

I HAVE REVIEWED THIS LEASE AND UNDERSTAND AND ACKNOWLEDGE THAT THE HEAD OF HOUSEHOLD, CO-HEAD OF HOUSEHOLD, IF ANY, AND SPOUSE WHO SIGN BELOW ARE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE TIMELY PAYMENT OF RENT AND COMPLIANCE WITH ALL OTHER PROVISIONS OF THE LEASE.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE THIS _____ DAY OF _____, 20____ IN FLINT, MICHIGAN.

_____	WITNESS	_____	Head of Household
_____	WITNESS	_____	Co-Head of Household
_____	WITNESS	_____	Spouse
_____	WITNESS	_____	Adult Resident
_____	WITNESS	_____	Adult Resident
_____	WITNESS	_____	Adult Resident

FLINT HOUSING COMMISSION

BY: _____
Printed Name

FHC Representative Signature

HEAD OF HOUSEHOLD'S CERTIFICATION

I, _____, Head of Household, and _____, Co-Head of Household, hereby certify that I (we), and other members of my(our) household, have not participated and are not participating in any criminal or drug-related criminal activity on or off **FHC** property or any pattern of alcohol abuse or pattern of illegal use of drugs which is interfering with the health, safety, or right of peaceful enjoyment of FHC property by other Residents or FHC employees. Nor am I(we) or any other members of my(our) household subject to lifetime state sex offender registration for the state of Michigan or any other state within the United States of America. Nor have I(we) or any other members of my(our) household committed fraud in connection with any Federal housing assistance program unless such fraud was fully disclosed to FHC before execution of the Lease or before FHC approval of my(our) occupancy of the Premises.

I (we) further certify that all information or documentation submitted to FHC before and during the Lease term is true and complete to the best of my (our) knowledge and belief. If fraudulent information is provided, I (we) understand and agree that the Lease may be terminated and the rent may be retroactively increased.

Head of Household

Date: _____

Co-Head of Household

Date: _____

ATTACHMENTS: I hereby acknowledge receipt of the following documents and attachments:

- () Lease Agreement - Part I
- () Lease Agreement - Part II
- () Lead Paint Poisoning Notice
- () Community Service and
- () Renter's Insurance Acknowledgement
- () Smoke-Free Policy
- () Violence Against Women Act Notice of Rights and Responsibilities

NOTE: These attachments are subject to updating by FHC.

FLINT HOUSING COMMISSION DWELLING LEASE
PART II

FLINT HOUSING COMMISSION
3820 Richfield Road · Flint, Michigan 48506
D W E L L I N G L E A S E
P A R T I I

TERMS AND CONDITIONS

Part I and Part II, Terms and Conditions of the Flint Housing Commission's Dwelling Lease, constitute the entire Lease between the Flint Housing Commission ("FHC") and the Resident(s) identified in Part I of the Lease.

I. PAYMENTS DUE UNDER THE LEASE

A. Security Deposit. Resident shall pay a security deposit at the time of leasing. The amount of the security deposit shall be equal to one (1) month's total tenant payment (not adjusted rent) or \$100.00, whichever is lower. If a security deposit has already been paid prior to execution of this lease, the amount of security deposit shall be equal to the amount indicated in Part I, Section III.C. of this lease.

1. Use of Security Deposit. FHC may retain the Security Deposit at the termination of the tenancy to offset any money owed to FHC by the Resident, which may include back rent, reimbursement for the cost of repairing actual damages, other than ordinary wear and tear, to the Premises, buildings, facilities, or common areas caused by Resident, members of Resident's household or guests. **If the first year lease is not fulfilled, the security deposit is forfeit.**

2. Bank Deposit. FHC shall hold Resident's Security Deposit in a FHC general account at CHASE BANK. FHC will return the Security Deposit to Resident within thirty (30) days after Resident vacates the Premises, less deduction for any of the costs indicated above. Resident will be liable for payments due under the Lease that total more than the amount of the Security Deposit. The Security Deposit may not be used to pay rent or other charges while Resident occupies the unit.

3. Forwarding Address. You must notify the Landlord (FHC), in writing, within four (4) days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise, your Landlord shall be relieved of sending you an itemized list of damages and the penalties inherent to that failure.

B. Charges in Addition to Rent/Other Fees.

Resident will be charged for maintenance and repair, beyond normal wear and tear, for noncompliance with Resident's obligations under this Lease. Resident will be charged rates listed in the Schedule of Resident Charges ("Schedule") adopted by FHC. The Schedule may be modified by FHC after notice is given to Resident pursuant to Part II, Section VII. C of this Lease. All maintenance and repair charges will be reviewed by the Site Manager. Resident shall also be charged for all allowable court costs and attorney fees associated with FHC's enforcement of this Lease. A \$25.00 charge will be assessed for checks returned for insufficient funds or checks written on a closed account.

C. Due Date and Application of Charges.

Charges and fees are due and payable and will automatically appear on Resident's account two (2) weeks after FHC gives written notice and advises Resident of the specific ground(s) for the charges and/or fees. The notice will advise Resident of the right to request a grievance hearing if the charges and/or fees are in dispute.

All moneys paid by Resident to FHC will be applied first to the oldest outstanding non-rental charge(s).

D. Exemptions from Minimum Rent Charge.

FHC has established \$50.00 as minimum rent. An exemption may be granted if a Family believes the imposition of minimum rent would create a financial hardship, which may include the following:

1. The Family has lost eligibility for or is awaiting an eligibility determination for a Federal, state, or local assistance program, including legal aliens entitled to receive assistance under the Immigration and Nationality Act;
2. The Family would be evicted because it is unable to pay the minimum rent;
3. The Family income is decreased because of changed circumstances, including loss of employment;
4. A death has occurred in the Family; or
5. Other situations as may be determined by FHC.

If a Family requests a hardship exemption and FHC reasonably determines the hardship is temporary, an exemption will not be granted. The Family may not be evicted during the ninety (90) day period beginning the month following the Family's

request. If FHC determines the financial hardship is long-term, FHC will exempt the Family from the minimum rent so long as the hardship continues. FHC will conduct a recertification every ninety (90) days during the period the financial hardship exists.

If FHC determines a temporary qualifying hardship exists, the family must resume payment of the minimum rent and must repay FHC the amounts suspended. FHC may enter into a Repayment Agreement in accordance with FHC's Repayment Agreement policy only after all attempts have been made to collect the amount due during the 30 day period. If FHC determines that no qualifying financial hardship exists, FHC will reinstate the minimum rent and require the family to repay the amounts suspended. The family must repay the suspended amount within 30 calendar days of FHC's notice that a hardship exemption has not been granted.

II. SERVICES AND EQUIPMENT INCLUDED IN RENT

The monthly rent set forth in Part I, Section III. A of this Lease includes maintenance services for normal wear and tear, equipment and utilities furnished by FHC. As long as the Premises are habitable and FHC makes necessary repairs or improvements within a reasonable period of time, any interruption of services or utilities, inconvenience, or discomfort from repairs or improvements to the Premises do not affect this Lease, reduce the rent, or constitute an eviction.

III. OCCUPANCY OF UNIT

Resident and Resident's household shall have the exclusive right to occupy the Leased Premises. A resident family must notify FHC when overnight guests will be staying in the unit for more than 3 days. Resident's guests or visitors may not stay overnight for more than fourteen (14) consecutive calendar days or a total of 30 cumulative calendar days in a twelve (12) month period. A family may request an exception to this policy for valid reasons, e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days. An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. FHC consent is required to have a foster child or live-in aide residing on the Premises in order to assure that the dwelling size is adequate and/or live-in care is appropriate. Residents shall not permit anyone who is not on the Lease to use the address of the Leased Premises. Receipt of mail at the Premises shall be indication of the existence of a boarder or a lodger. Residents permitting such usage is a material violation of the Lease.

If the sole member of a household is permanently absent from the Premises, as defined in the ACOP, the Lease will be terminated.

IV. RECERTIFICATION OF RENT ELIGIBILITY FOR CONTINUED OCCUPANCY AND UNIT SIZE

A. Application for Continued Occupancy

At least once each year, and at other times as described in Interim Recertification below, Resident must complete an Application for Continued Occupancy ("Recertification"). As part of the recertification process, a criminal background check and a sex offender background check is completed at least annually for the head of household, co-head of household, and all other adult members of the household. Upon completion, FHC will determine whether the Resident's rental rate should be changed, whether the unit size remains appropriate for the size and/or composition of Resident's household, and whether Resident is eligible for continued occupancy in accordance with FHC's Admissions and Continued Occupancy Policy and Federal law. Resident must provide accurate and current information concerning:

1. The number of people in Resident's household and information regarding their ages, gender, social security number and any other information required by FHC;
2. The source and amount of income received by or on behalf of everyone in Resident's household;
3. Any allowable deductions;
4. The names of individuals to be contacted by FHC, for the reason provided by the resident, including in the event of an emergency;
5. Assets held in any Family member's name; and
6. Proof, as required by Federal law and FHC's Community Service and Self-Sufficiency Policy, that every adult member of the household has contributed ninety-six (96) hours of community service per year within the community unless the adult member is exempt pursuant to FHC policy. Residents must also give reports on compliance with the policy at least annually.

The annual Recertification will include a review of Resident's payment history, housekeeping inspection results, record of cooperation with FHC's pest control program, FHC's Smoke Free Policy, and Community Service Policy compliance, and all other Lease compliant behavior. At each annual recertification, the owner will provide the tenant with a copy of the HUD Fact Sheet describing how the tenant's rent is determined.

Failure by a Resident to accurately report required information or failure to appear for a scheduled Recertification or Interim Recertification within the time

designated by FHC is a material violation of the Lease that may result in a retroactive rent increase, dating back to the time the increase would have been made, and/or eviction.

B. Interim Recertification.

The rental rate indicated in Part I, Section III. A of this Lease remains in effect for the period between Recertification for continued occupancy unless any of the following occurs in which event FHC will perform an Interim Recertification:

1. There is any change in household composition, whether by birth, death, marriage, dissolution of marriage or other changed circumstances.
2. For families receiving the Earned Income Disallowance (EID), FHC will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the 24-month eligibility period.
3. If the family has reported zero annual income, i.e., the income is fully excluded for the purposes of calculating rent, FHC will conduct an interim reexamination every 6 months as long as the family continues to report that it has no income.
4. If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months such as for seasonal or cyclic income, FHC will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.
5. If at the time of the annual reexamination, resident-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, FHC will conduct an interim reexamination.
6. FHC may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, to investigate a resident fraud complaint, or to account for income unreported and/or underreported by the family at the annual reexamination.
7. Resident stops receiving public assistance funds, unless a Family's income decreases because of the failure of any Family member to comply with a condition under an assistance program that requires participation in a self-sufficiency program or a work activities requirement or because of fraud. In those cases, the amount of rent paid by the Family may not be decreased during the period of income reduction. For purposes of this exception, a reduction in benefits as a result of the expiration of a lifetime limit for a Family receiving welfare or public assistance benefits is not

**FLINT HOUSING COMMISSION DWELLING LEASE
PART II**

considered failure to comply with conditions under the assistance program requiring participation in a self-sufficiency program or a work activities requirement.

8. There is a decrease in income that would lower the rent in accordance with applicable Federal rules and regulations.

9. Resident transfers from one FHC development to another.

10. The current rental rate was temporary because of the inability to accurately predict income for an annual period.

11. Resident switches from a flat rent to an income-based rent because of hardship. Hardship includes:

- a. Decreased income due to loss or reduction in employment, death of a member of the household, or loss or reduction in income from other sources;
- b. An increase in the amount the Family pays for medical costs, child care, transportation, education or similar items; or
- c. Other situations determined by FHC.

12. Under specific circumstances, FHC is permitted to disregard certain income when calculating Resident's rental rate.

- a. The rent of a Family, as the word "Family" is described in Section 508(d)(3) of the Quality Housing Work Responsibility Act of 1998, may not increase for twelve (12) months if the income is a result of:
 - i. Employment of a Family member who was previously unemployed for one (1) or more years;
 - ii. Participation of a Family member in any Family self-sufficiency or other job training program; or
 - iii. Increased earned income for persons who received assistance under a state program for temporary assistance for needy families funded under part A of Title IV of the Social Security Act within the prior six (6) months.
- b. After twelve (12) months, if the above income continues, the rent may be increased by no more than half (50%) of what the increase would be if this section did not apply.
- c. A Family whose earned income increases due to the participation of a Family member in any Family self-

sufficiency or other job training program, where the Family member began participation prior to October 1, 1999, shall be subject to 24 CFR Sec 5.609(c)(13) as it existed in the Code of Federal Regulations prior to March 29, 2000. Under this regulation, the increased income will be disregarded for the period of training and for the first 18 months of the job procured after completion of the training if the program:

- i. Is authorized by a Federal, state or local law;
- ii. Is funded by Federal, state, or local law;
- iii. Is operated or administered by a public agency; and
- iv. Has as its objective to assist participants in acquiring employment skills.

13. The household experiences a change in the source(s) of household income, which results in increased household income.

Any change in income or Family composition must be reported, in writing, to FHC within fourteen (14) calendar days of the change. Failure to timely report a change is a material violation of this Lease and FHC may take legal action to terminate this Lease.

C. Cooperation with Verification Process

Resident shall comply with FHC in verifying the information required for Recertification. Resident's failure or refusal to cooperate with FHC's verification of information may result in termination of the Lease.

If Resident receives an "income discrepancy" letter from HUD, Resident shall disclose the original of the letter to FHC within fourteen (14) calendar days of receipt. Once the letter is disclosed to FHC, the Resident will have thirty (30) calendar days to provide any information required by FHC to investigate the alleged income discrepancy. Failure to timely disclose the letter to FHC or to provide the requested follow up information may result in a termination of the Lease.

Failure of the Resident to timely provide the social security number of a Family member to FHC may result in a termination of the Lease.

If Resident fails to appear for a second recertification appointment and has not rescheduled or made prior arrangements, FHC may terminate the Lease.

D. Transfer.

FHC shall give notice prior to requiring that Resident relocate to another unit that is decent, safe and sanitary and is an appropriate size to permit compliance with FHC's Occupancy Standards and Admissions and Continued Occupancy Policy. Notice will be given under the following circumstances:

**FLINT HOUSING COMMISSION DWELLING LEASE
PART II**

- a. If there is a required change in the size of unit needed;
- b. If FHC determines that the Premises is otherwise inappropriate for the household size or composition, i.e., a unit modified to accommodate disabled persons is currently occupied by a household without disabled persons; or
- c. If FHC, in its sole discretion, determines that the Premises requires substantial repairs or is scheduled for modernization or is not in a decent, safe and sanitary condition.

The Resident will pay for moving costs related to a transfer except when the transfer is due to inhabitability, which is not caused by the Resident or is based on FHC modernization needs.

In the event that FHC determines that Resident must transfer, FHC shall notify Resident of the new unit's availability. Notice will be hand-delivered and mailed first-class and certified mail. Upon receipt of the notification, FHC shall give Resident thirty (30) days from the date of notification to transfer. If Resident fails to move as required by FHC, it is a material violation of this Lease and FHC may take legal action to terminate this Lease.

E. Grievance Policy

Resident may request an explanation of FHC's decisions. If Resident does not agree, Resident has the right to request a hearing under the Grievance Policy in effect at the time the grievance arises.

The grievance procedure is not to be used as a forum for initiating or negotiating FHC policy changes between a group or groups of residents and FHC. The grievance procedure does not apply to disputes between residents not involving FHC.

The grievance procedure does not apply to any grievance concerning a termination of tenancy or eviction that involved:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of FHC;
- Any violent or drug-related criminal activity on or off such premises; or
- Any criminal activity that resulted in felony conviction of a household member.

V. OBLIGATIONS AND RIGHTS OF PARTIES

A. FHC

FHC has the following obligations and rights under this Lease:

1. General.

- a. Repair and maintain the unit, equipment and appliances, common areas and facilities in decent, safe and sanitary condition.
- b. Comply with applicable building codes, housing codes and HUD regulations materially affecting health or safety.
- c. Keep development buildings, facilities and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition.
- d. Maintain electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by FHC, in good, safe working order and condition.
- e. Provide and maintain appropriate receptacles and facilities, except containers for the exclusive use of the Resident's Family, for the deposit of ashes, garbage, rubbish and other waste removed from the Resident's Premises.
- f. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year, according to local custom and usage, in compliance with applicable Federal regulations, state law and local ordinances.
- g. Thoroughly clean the Premises, as necessary, before the transfer of Resident from one unit to another and before a new Resident moves in.
- h. Offer Resident a replacement unit, if available, if the condition of Resident's Premises is hazardous to the life, health or safety of the occupants and the condition is not corrected within a reasonable time. Where a replacement unit or other standard alternative accommodations are not available, rent will be abated in proportion to the seriousness of the damage and loss in value of the Premises if repairs are not made within a reasonable time or standard alternative accommodations are not provided in accordance with this paragraph, except that no abatement of rent will occur if Resident rejects the standard alternate accommodation or if the damage was caused by Resident, Resident's household members or guests.
- i. Give Resident reasonable notice of what certification, release, information or documentation is required, including the date by which it must be given to FHC.
- j. Notify Resident of the specific grounds for any proposed adverse action by FHC and, if applicable, the procedure for a grievance concerning a proposed adverse action.

k. Respond to and satisfy Resident's damage claims, pursuant to FHC's Damage Claim Policy.

2. Inspections

a. **Initial.** FHC and Resident will inspect the Premises prior to occupancy by Resident. FHC will give Resident a written statement of the condition of the Premises and the equipment provided within the Premises. The statement will be signed by FHC and Resident and a copy placed in Resident's file.

b. **Routine.** FHC will inspect the Premises ninety (90) days after Resident moves in to conduct an interim housekeeping inspection to ensure the Resident Family has acclimated itself to FHC's housekeeping standards. Annual housekeeping inspections will be conducted by FHC staff in accordance with HUD and FHC inspection procedures.

c. **Termination.** When Resident moves out, FHC will inspect the Premises. Resident and/or a designated representative may participate in the final inspection unless Resident vacated the Premises without notice.

3. Right to Entry.

a. **Reasonable Notice.** Resident agrees that, upon reasonable notification, an authorized agent, employee, or representative of FHC is permitted to enter Resident's Premises to perform routine inspections and maintenance, make improvements or repairs or show the Premises for releasing. A written notice stating the reason for the entry delivered to the Premises at least 48 hours before entry is considered reasonable advance notification.

b. **Without Notice. 1) Emergency.** FHC has the right to enter Resident's Premises at any time without advance notification if FHC reasonably believes an emergency exists. If Resident or any adult member of the household is not home at the time of entry, FHC will leave a written notice giving the date, time and purpose of entry before leaving the Premises. **2) Work Order Repair.** Resident understands and agrees that FHC may enter the Resident's unit without prior notice to complete work orders reported by the Resident.

4. Establish and Implement Policies

a. **General Requirement.** FHC shall establish necessary and reasonable policies in order to provide decent, safe and sanitary housing for its Residents. Policies may be established from time to time, including but not limited to, a Schedule of Resident Charges, an Admissions and Continued Occupancy Policy, a Grievance Policy, a One-Strike Policy, a Pet Policy, a Smoke-free Policy, a Weapons Policy, a Banning/Criminal Trespass Policy, a Resident Vehicle Policy, and other policies promulgated by FHC. All existing and future policies are incorporated into this Lease by reference and will be conspicuously posted in the development's Management Office with copies provided upon request. Violation of FHC policies may result in termination of the Lease or failure of FHC to renew a Resident's Lease. Policies may be modified at FHC's discretion. Changes in policies which affect Resident's obligations under this Lease can only be implemented after notice is given as stated in Section VII. C of this Lease.

b. **One Strike Public Housing Statement.** FHC shall implement a One Strike Policy designed to create and maintain a safe and drug-free community and keep Residents and employees free from threats to their personal and Family safety. FHC enforces "zero tolerance" for illegal drug use and criminal activity by Residents, household members and guests. Failure of a Resident, household member or guest to meet these obligations constitutes a material violation of the Lease and is grounds for eviction of the entire household. FHC will seek expeditious eviction of those persons and families involved in criminal and drug activities on the first occurrence.

5. Right to Remove Resident's Property

Resident agrees to remove all furniture and other personal property pursuant to the state law ("Property") from the Premises immediately upon termination of the Lease. Property left on the Premises will be deemed abandoned. FHC may enter the Premises and remove Resident's possessions, without liability, in the case of voluntary termination. A bailiff may enter the Premises and remove Resident's property in the case of judicial termination of the Lease. Resident is responsible for all costs incurred by FHC for removal of property either as a result of voluntary or judicial Lease termination.

B. Resident, Household Members and Guests

The Resident has the following obligations and rights under this Lease:

1. General

FLINT HOUSING COMMISSION DWELLING LEASE
PART II

Resident, household members and guests or others whom the Resident controls, must comply with FHC rules. Resident is responsible for all acts committed by household members, guests or others whom the Resident controls and for requiring compliance with the following:

- a. Not to provide housing accommodations for boarders or lodgers, i.e., those who are not members of Resident's household.
- b. Not to assign the Lease, sublease or abandon the Premises, **or in any way allow persons not on the lease to reside in the unit**
- c. To use the Premises solely as a private dwelling for the Resident and the Resident's household, as identified in this Lease, and not to permit its use for any other purpose.
- d. To ask for consent of FHC before engaging in any profit making activities on the Premises and to comply with FHC's Incidental Profit Making Activities Policy.
- e. To comply with all obligations imposed upon Resident by applicable provisions of building and housing codes.
- f. To keep the Premises and other areas as may be assigned to the Resident for the Resident's exclusive use in a clean and safe condition.
- g. Not to alter, repair or redecorate the interior of the Premises or install additional equipment or major appliances without the prior, written consent of FHC.
- h. Not to change locks, install new locks or anti-theft devices. ~~without FHC's prior, written consent. If permission is granted to change the locks, install new locks or anti-theft devices, Resident must provide FHC with a key within ten (10) days otherwise FHC will re-key the lock and charge the Resident. Also, if FHC does not timely receive a key from the Resident and FHC must enter the Premises on an emergency basis, FHC will charge the Resident for damages or expenses incurred.~~
- i. To dispose of all ashes, garbage, rubbish and other waste from the Premises in a sanitary and safe manner.
- j. To obtain and maintain utility service to the Premises, if utilities are not provided by FHC, and to use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- k. To refrain from and to cause household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises or the development.
- l. **FHC does not allow pets**

FLINT HOUSING COMMISSION DWELLING LEASE
PART II

- responsibly and in accordance with applicable state and local public health, animal control and anti-cruelty laws and regulations.
- m. To notify FHC promptly of unsafe conditions and/or the need for repairs of the Premises, common areas or grounds;
 - n. To pay reasonable charges, other than for normal wear and tear, for the repair of damages to the Premises or to the development, including damages to buildings, facilities or common areas, caused by Resident, a member of Resident's household or guest.
 - o. To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and which will be conducive to maintaining the development in a decent, safe and sanitary condition. A disturbance includes, without limitation, playing loud music, loitering in the lobby or in front of the entry doors.
 - p. Not to act, or allow household members or guests to act, in an abusive manner, physically or verbally, to any FHC staff member or representative, or to any resident or guest of a resident
 - q. Not to allow banned persons to visit the Premises.
 - r. Not to willfully fail or refuse to have a photograph taken for the purposes of the issuance of a Photo ID or to produce the Photo ID upon the request of FHC management or staff or an authorized FHC agent.
 - s. Not to allow litter to remain outside the Resident's Premises in violation of the outdoor Trash and Litter Policy. \$50 fine for trash in yard
 - t. To comply with FHC's Pest Control Policy, including preparing for pest control services when unit is found to have pest issues.
 - u. To accept FHC's offer of a Lease revision after a thirty (30) day notice to the Resident of the offer of the revised Lease.
 - v. (1) To assure that no Resident, household member, guest or other person under the Resident's control, engages in:
 - (i) Any criminal activity that threatens the health or safety of FHC employees or the right to peaceful enjoyment of the premises by other Residents or threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the development; or
 - (ii) Any drug-related criminal activity on or off the premises;
 - (2) To assure that no other person under the Resident's control engages in:
 - (i) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Residents; or

**FLINT HOUSING COMMISSION DWELLING LEASE
PART II**

**FLINT HOUSING COMMISSION DWELLING LEASE
PART II**

- (ii) Any drug-related criminal activity on the premises.
- (3) To assure that no member of the Resident's household:

FLINT HOUSING COMMISSION DWELLING LEASE
PART II

- (i) Engages in an abuse of or pattern of illegal use of drugs or a pattern of alcohol abuse that affects the health, safety, or right to peaceful enjoyment of the premises by other Residents or FHC employees;
- (ii) Furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers; or
- (iii) Is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor, or violating a condition of probation or parole Imposed under Federal and state law.

Any violation of this subsection u. is a material violation of the Lease and shall be cause for termination of the Lease and eviction from the Premises.

- w. Not to have repeated chronic late payment of rent defined as late payment three (3) times within a twelve (12) month period.
- x. To comply with the Non-Citizen Rule requirements.
- y. To abide by necessary and reasonable rules made by FHC.
- z. To pay all allowable court costs and attorney fees associated with FHC's enforcement of this Lease.
- aa. Not to engage in the following:
 - 1) Littering;
 - 2) Burning refuse;
 - 3) Setting bulk items out early;
 - 4) Mixing commercial refuse with domestic refuse;
 - 5) Using unapproved storage containers; or
- aa. To pay citations issued by FHC for failure to comply with FHC policies and/or issued by local law enforcement authorities for failure to comply with local code requirements.
- bb. To maintain the lawn, sidewalks and driveways in conformance with local requirements related to lawn care and snow removal at scattered site homes.
- cc. To advise FHC when Resident will be absent from the unit for fourteen (14) calendar days or more.
- dd. Not to fail housekeeping inspections more than three (3) times in a three (3) month period.
- ee. Not to purposely disengage the smoke detectors in the unit for convenience. **There will be a \$50 fee for covering, disengaging or removal of smoke detector, or battery, from the unit.**
- ff. To comply with FHC's Smoke Free Policy, as amended.
- gg. Not to cultivate, smoke, possess, or possess with the

intent to distribute marijuana while on or off FHC premises while a resident of FHC. **There will be a \$50 fee for smoking on the property.**

hh. **Not to possess firearms of any type on the premises of the Flint Housing Commission**

Resident's obligations under this Section B.1. are material provisions of this Lease.

2. Community Service and Self-Sufficiency Requirement.

Resident understands that every adult member of Resident's household must contribute eight (8) hours per month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of:

- (1) community service (not including political activities);
- (2) participation in an economic self-sufficiency program; or
- (3) combined community service and economic self-sufficiency activities.

The following adults are exempt from the community service and economic self-sufficiency requirement:

- (1) 62 years of age or older;
- (2) Blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this section, or is a primary caretaker of such individual;
- (3) Engaged in work activity defined in Section 407(d) of the Social Security Act (at least 20 hours a week);
- (4) Able to meet requirements under a State of Michigan program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other Michigan welfare or welfare-to-work program; or
- (5) A member of a family receiving assistance, benefits, or services under a State of Michigan program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State, in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

3. Provide Notification to FHC Regarding Hazardous Defects.

a. Duty to Report

Resident shall immediately notify FHC of circumstances, which create conditions that are hazardous to the life, health or safety of household members. FHC is responsible for repair of the Premises within a reasonable time, provided that if the damage was caused by

**FLINT HOUSING COMMISSION DWELLING LEASE
PART II**

Resident, household members or guests, the cost of the repairs

will be charged to Resident. FHC will offer alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time.

b. Rent Abatement

Provisions will be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made within a reasonable time or FHC is not able to offer alternative accommodations. An abatement must have FHC approval. Rent will not abate if Resident rejects alternative accommodations or if the damage was caused by the Resident, household members, or guests. If Resident files a grievance, Resident must continue to pay rent until the grievance is decided in favor of Resident.

1. Provide Notification to FHC Regarding Change in Resident's Household.

Resident shall notify FHC, in writing, within fourteen (14) calendar days after a change in income or Family composition. Failure to timely notify FHC in writing is a material violation of this Lease and may result in termination of the Lease and eviction from the Premises.

2. Request for Reasonable Accommodations for Disability.

Resident may, at any time during the term of the Lease, request a reasonable accommodation for any member of Resident's household with a disability, including a reasonable accommodation to enable Resident to perform his/her responsibilities under the Lease. Resident must provide FHC with verification of the need for a reasonable accommodation. If the request for accommodation is denied, an applicant may request an informal meeting to appeal the decision. A resident may request a hearing under FHC's grievance procedures.

3. Utilize Grievance Policy.

In response to FHC's notice of proposed adverse action, other than nonpayment of rent or violation of the One Strike Policy, Resident may request a hearing in accordance with FHC's Grievance Policy. All grievances will be processed and resolved pursuant to the Grievance Policy in effect at the time the grievance arises.

4. Utilize Damage Claim Policy.

Resident may submit claim(s) for property losses pursuant to FHC's Damage Claim Policy. FHC, in its sole discretion after investigation, will determine whether or not the claim is valid and the amount to be paid.

5. Hospital, Nursing Home or Rehabilitation Confinement

If Resident has no remaining Family member in the household and Resident will be confined to a hospital, nursing home or rehabilitation facility for more than six (6) months, Resident must provide a

**FLINT HOUSING COMMISSION DWELLING LEASE
PART II**

prognosis from a knowledgeable professional of the Resident's ability to return to his/her unit within twelve (12) months. Failure to comply with this requirement may result in the termination of Resident's Lease.

VI. TERMINATION OF LEASE

A. General

1. Resident.

This Lease may be terminated at any time by Resident by giving thirty (30) days written notice in the manner specified below. Resident agrees to surrender possession of and leave the Premises in clean and good condition, reasonable wear and tear excepted. Resident also agrees to return the keys to FHC and to provide FHC with a forwarding address.

2. FHC.

FHC shall not terminate or refuse to renew the Lease other than for serious or repeated violations of material terms of the Lease, including, but not limited to Resident's, (1) failure to make payments under the Lease, (2) failure to fulfill household obligations, (3) being over the income limit for the program, (4) or other good cause, which includes but is not limited to, (a) criminal activity or drug or alcohol abuse, (b) discovery, after admission into the public housing program, of facts that make the Resident ineligible, (c) discovery of material false statements or fraud by the Resident in connection with an application for assistance or with Recertification of income, or (d) failure of a Family member to comply with community service and self-sufficiency requirements.

FHC shall immediately terminate the tenancy if it determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of Federally assisted housing.

FHC shall immediately terminate the tenancy if it determines that any member of the household is subject to a lifetime state sex offender registration.

FHC may evict a Family when it determines that a household member is illegally using a drug or determines that a pattern of illegal drug alcohol use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

FHC shall immediately terminate the tenancy if it determines that any member of the household has cultivated, smoked, possessed or possessed with the intent to distribute marijuana while on or off FHC premises while a resident of FHC.

FHC will give the following written notice of Lease termination:

- a. Fourteen (14) days in the case of failure to pay rent.
- b. Seven (7) days or a reasonable time up to thirty (30) days considering the seriousness of the situation:
 - (i) If the health or safety of other residents, FHC employees, or persons residing in the immediate vicinity of the premises is threatened;
 - (ii) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity); or
 - (iii) If any member of the household has been convicted of a felony.
- c. 24 hours' notice if FHC alleges drug- related criminal activity.
- d. Thirty (30) days in all other cases, except that if Michigan law allows a shorter notice period, the shorter notice period will apply.

3. Violence Against Women Act (VAWA)

An incident or incidents of domestic violence, dating violence, sexual assault, or stalking is not an appropriate basis for denial of program assistance or for denial of admission to a victim who is an otherwise qualified Applicant.

If FHC is presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse FHC may, but is not required to, request that the individual making the claim document the abuse. FHC's request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. FHC may extend this time period at its discretion.

The individual may satisfy the FHC's request by providing any one of the following three forms of documentation in the order of preference below:

- Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional. Acceptable documentation also includes a record of an administrative agency, and documentation from a mental health professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the domestic violence, dating violence, sexual assault, or stalking meets the requirements found in VAWA 2013. The victim must also sign the documentation.
- A federal, state, tribal, territorial, or local police report or court record.
- A completed and signed HUD-approved certification form (HUD-

5382), Certification of Domestic Violence, Dating Violence, or Stalking). The victim of domestic violence, dating violence, sexual assault, or stalking is required to provide the name of the perpetrator on the HUD-approved certification form only if the name of the perpetrator is safe to provide and is known to the victim.

FHC may not require third-party documentation (forms 1 and 2) in addition to certification (form 3), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation.

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline. FHC may extend the 14-day deadline for an additional 14 days at its discretion. Information provided by the victim pursuant to the certification shall be retained in confidence and may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, FHC will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

If the victim allows the perpetrator of the domestic violence, dating violence, sexual assault, to return to the property, that will be grounds for lease termination.

If a victim has a properly executed certification on file with FHC:

- (a) an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, 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. However, FHC may bifurcate the Lease, without regard to whether a Family Member is signatory to the Lease, to evict, remove or terminate assistance to a lawful occupant or Resident who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without evicting, removing or terminating assistance to or otherwise penalizing victimized lawful Residents or occupants. If such bifurcation occurs, FHC shall provide any remaining tenant the opportunity to establish eligibility for the covered housing program. Such eviction shall be effected in accordance with the procedures prescribed by applicable law for the termination of leases.

FLINT HOUSING COMMISSION DWELLING LEASE
PART II

- (b) criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of a Resident's household or any guest or other person under the Resident's control

shall not be cause for termination of the tenancy or occupancy rights if the Resident or an affiliated individual of the Resident is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking. However, FHC may evict a victim of domestic violence, dating violence, sexual assault, or stalking if it can demonstrate an actual and imminent threat to other Residents or FHC employees or service providers if the Resident's tenancy is not terminated.

- (c) Nothing in this Section 3 may be construed to limit FHC's authority, when notified, to honor court orders addressing rights of access or control of the Premises, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the Family Members in cases where a Family breaks up.
- (d) Nothing in this Section 3 limits FHC's authority to evict a Resident for other good cause unrelated to incident(s) of domestic violence, dating violence, sexual assault, or stalking so long as the eviction is not based on a more demanding standard than that applied to persons who are not the victim of domestic violence, dating violence, sexual assault, or stalking.
- (e) Nothing in this Section 3 shall be construed to supersede any provision of any Federal, State or local law that provides greater protection than this Section for victims of domestic violence, dating violence, sexual assault, or stalking.

4. Termination Notice(s).

A Notice to Quit/Termination of Tenancy to Resident will state specific grounds for termination, inform Resident of the right to make such reply as Resident may wish, and inform Resident of the right to examine documents relevant to the termination or eviction. The notice will also advise Resident of the right to a Grievance Hearing, where applicable, through the FHC Grievance Policy.

B. Abandonment.

If at any time during this Lease FHC believes, in good faith and after diligent inquiry, that Resident has abandoned the Premises because, among other things, Resident has been absent from the Premises for more than thirty (30) consecutive calendar days and has failed to notify FHC of his/her extended absence from the Premises, FHC may enter the Premises and remove Resident's possessions without liability. Resident shall be responsible for all costs incurred in connection with the removal.

C. Death of Resident.

In the event of a Resident's death, FHC shall secure the Premises and restrict access only to persons with authority from the Genesee County Probate Court giving them the legal right to enter the Premises and remove the decedent's personal property. After thirty (30) days, if the decedent's property is not

removed from the Premises by a court appointed legal representative of the decedent's estate, FHC will inventory the decedent's personal property and store it at a storage facility for thirty (30) days. While the property is in storage, FHC shall continue to restrict access and prohibit removal of the property by anyone other than persons with authority as identified above. If after the thirty (30) day storage period, all or any of the decedent's personal property remains unclaimed, FHC will declare the property abandoned and may dispose of it.

VII. MISCELLANEOUS

A. Cumulative Rights.

Each and every one of the rights and remedies of FHC are cumulative and the exercise of any right or remedy does not waive FHC's other rights under the Lease or the law.

Delay or failure by FHC to exercise any right or remedy under this Lease, or the partial or single exercise of a right or remedy by FHC, does not constitute a waiver by FHC of any other right or remedy granted in this Lease.

B. Insurance.

FHC and Resident waive all rights of recovery against each other to the extent that payments for any loss or damage to the Premises, or for any loss of personal property, are made under any applicable insurance policy, whether the property is owned by FHC or Resident.

C. Lease and Policy Modifications.

FHC may, from time to time, modify this Lease, the ACOP Policies, and the Schedule of Resident Charges provided that, as required by Federal law, FHC provides thirty (30) days written notice to Resident, and the notice states the proposed modification, the reason(s) and is:

1. Delivered directly or mailed to Resident; or
2. Posted in at least three (3) conspicuous places within each structure or building in which the affected units are located, as well as in a conspicuous place at the development's Management Office, if any, or if none, a similar central location within the development.

Resident shall have an opportunity to present written comments, which will be taken into consideration by FHC prior to the adoption of the proposed modification. This provision does not apply to changes made as a result of the Recertification process referenced in Section IV of this Lease.

D. Entire Agreement.

This Lease, which consists of Part I and Part II, Terms and Conditions, is the entire agreement between Resident and FHC. No other verbal or written modifications are binding on the parties to this Lease unless written and signed by Resident and FHC. If any provision is held to be invalid, unlawful, or unenforceable to any extent, the rest of the Lease and the application of the invalid, unlawful or unenforceable provision to persons or circumstances other than those for which it is held as such, will not be affected.

E. Legal Notice(s).

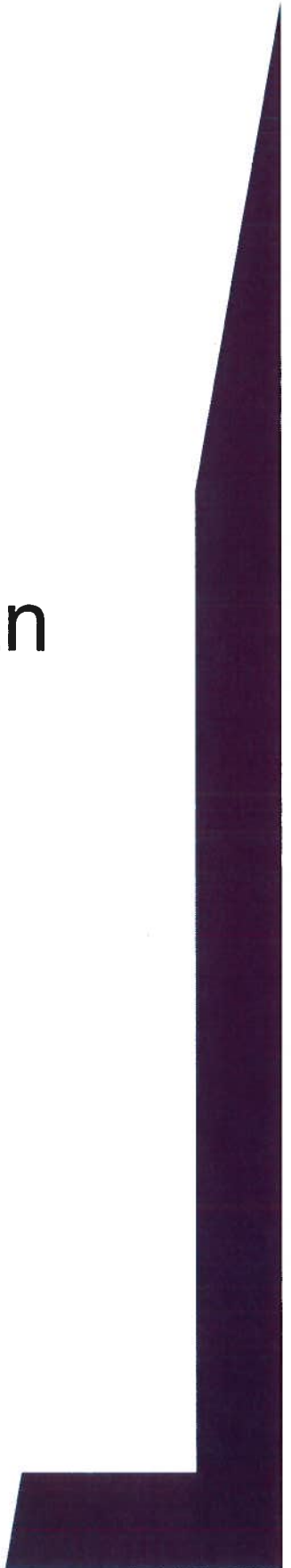
1. FHC's Responsibility.

Any notice to Resident required under this Lease, unless otherwise specified, may be delivered in writing to Resident personally or to an adult member of Resident's household residing on the Premises or may be sent by prepaid first-class mail properly addressed to Resident at the residence address contained in this Lease.

2. Resident's Responsibility.

Any notice to FHC must be in writing and must either be delivered in person to the Site Manager at the development's Management Office or be sent by prepaid first-class mail properly addressed to FHC at its principal business address as stated in this Lease.

**Attachment C:
HCV Administration Plan**





The Flint Housing Commission Administrative Plan



Submitted to:
The Flint Housing Commission
3820 Richfield Rd. Flint, MI 48506
Phone (810) 736-3050 Fax: (810) 736-0158

Table of Contents

Contents

- Table of Contents 2
- CHAPTER 1- Program Authority and Objectives 7
 - 1.1 Applicable Regulations..... 7
 - 1.2 FHC Mission 7
 - 1.3 Purpose of the Administrative Plan 7
 - 1.4 Approval of Plan and Use of Administrative Fee Reserves 7
- CHAPTER 2 - General Administrative Provisions and Polices 8
 - 2.1 Confidentiality and Privacy Policy 8
 - 2.2 Record Retention Policy 8
- CHAPTER 3- General Fair Housing Policies 9
 - 3.1 Nondiscrimination Policy 9
 - 3.2 Complying with Civil Rights Laws 9
 - 3.3 Owner Nondiscrimination Requirements 10
 - 3.4 Family Outreach and Affirmative Marketing 10
 - 3.5 Owner Outreach 11
 - 3.6 Language Assistance Plan and Limited English Proficiency Policy..... 11
 - 3.7 Reasonable Accommodation Policy..... 12
 - 3.8 Live in Aide Policy 13
 - 3.9 Physical Impairment Policy..... 14
 - 3.10 Violence against Women Reauthorization Act Policy (VAWA) 15
- CHAPTER 4- Applying to the Program and Waiting List..... 18
 - 4.1 Application Process 18
 - 4.2 Opening and Closing the Waiting List 19

4.3	Maintaining the Waiting List	19
4.4	Updating the Waiting List	19
4.5	Change in Circumstances	20
4.6	Local Preferences	21
4.7	Assistance Targeted by HUD	22
4.8	Continuously Assisted Families	22
4.9	Relocation of Witnesses and Victims of Crime	23
4.10	Income Targeting Policy	23
4.11	Fungibility	23
4.12	Waiting List Placement	23
Chapter 5-Initial and Continuing Eligibility		25
5.1	Qualifications for Admission	25
5.2	Family Definition	26
5.3	Student Head of Household	29
5.4	Guests/Visitors	29
5.5	Eligibility/Orientation.....	30
5.6	Criminal Background Policy.....	31
5.7	Duplicative Assistance	31
5.8	Absences from the Unit	32
CHAPTER 6 - Tenant Rent and Housing Assistance Payment Calculation		35
6.1	Definition of Income	35
6.2	Earned Income Disallowance (EID) Policy	37
6.3	Business Income	38
6.4	Assets	38
6.5	Lump Sum Payments.....	41
6.6	Excluded Income	42
6.7	Deductions from Income	43
6.8	Anticipating Income	46

6.9 Future Changes.....	46
6.10 Total Tenant Rent and HAP	47
CHAPTER 7 - Request for Tenancy Approval and Leasing	49
7.1 Information to Owners	49
7.2 Allowable Housing Types.....	49
7.3 Request for Tenancy Approval (RFTA).....	50
7.4 Voucher Term	51
7.5 Subsidy Standards	53
7.6 Security Deposit	55
7.7 Separate Agreements.....	55
7.8 Initial Rent Burden	56
7.9 Disapproval of RFTA.....	56
7.10 Owner Disapproval	56
8.1 Inspection Charges	59
8.2 Initial Inspections	59
8.3 Biennial HQS Inspections	61
8.4 Special Inspections	61
8.5 Quality Control Inspections	62
8.6 Scheduling Inspections and Family Attendance	62
8.7 Emergency Inspections	63
8.8 HQS Certifications	64
8.9 Extensions	64
8.10 Family Responsibilities	65
8.11 Owner Responsibilities	65
8.12 Lead Safe Housing Rule	66
8.13 Rent Reasonableness.....	66
CHAPTER 9 - Housing Assistance Payment Contract	68
9.1 HAP Payments	68

9.2	Owner Rent Increases	69
9.3	Unit Ownership Changes	69
9.4	HAP Contract Terminations	70
CHAPTER 10 - Verifications		72
10.1	Methods of Verification	72
10.2	Excluded Income Verifications	73
10.3	Eligibility Verifications	74
10.4	Legal Identity Verification	74
10.5	Verification of Income	76
10.6	Verification of Assets	79
10.7	Verification of Expenses	80
CHAPTER 11 - ONGOING PROGRAM OPERATIONS		83
11.1	Annual Re-Certifications	83
11.2	Interim Reexaminations	84
11.3	Family Moves	86
11.4	Portability	88
CHAPTER 12 - Denial of Assistance to Applicants and Termination of Assistance to Participants		90
12.1	Evidence and Considerations	90
12.2	Denial of Assistance	91
12.3	Notice of Denial	93
12.4	Denial of Assistance for Noncitizens	93
12.5	Grounds for Termination	94
12.6	Termination Notification	102
12.7	Removal of a Family Member from the Application	102
12.8	Reasonable Accommodation Related to Denials or Terminations	103
12.9	Repayment Agreements	103
13.1	Informal Hearing Policy	104

13.2	Conducting Informal Hearings.....	105
13.3	USCIS Determination of Ineligibility.....	108
CHAPTER 14 - Program Integrity.....		111
14.1	Detecting Errors and Program Abuse	111
14.2	Consideration of Remedies	111
14.3	Notice and Effective Dates.....	112
14.4	Family Prohibited Actions	112
14.5	FHC Prohibited Activities	113
14.6	Owner Prohibited Activities.....	113
CHAPTER 15 - Resident Services		116
15.1	Mission Statement.....	116
15.2	Goals	116
15.3	Resident Programs.....	116
CHAPTER 16: Family Self Sufficiency Program.....		117
16.1	Action Plan.....	117
16.2	Program Coordinating Committee	117
16.3	Family Selection.....	118
16.4	Contract of Participation.....	118
16.5	FSS Account.....	119

CHAPTER 1- Program Authority and Objectives

Link: [United States Housing Act of 1937](#)

The Flint Housing Commission (“FHC”) manages the Housing Choice Voucher (HCV) Program and other housing programs in the geographic area covering the City of Flint and Genesee County, Michigan. Through its assisted housing programs, eligible families are provided the opportunity to obtain decent, safe and sanitary housing.

Administration of FHC’s Housing Programs and the functions and responsibilities of FHC staff are in compliance with FHC’s policies and procedures, the Department of Housing and Urban Development’s (HUD) regulations, and all applicable Federal, State and local fair housing laws.

1.1 Applicable Regulations

- [24 CFR Part 5](#): General Program Requirements
- [24 CFR Part 8](#): Nondiscrimination
- [24 CFR Part 903](#): Public Housing Agency Plans
- [24 CFR Part 982](#): Section 8 Tenant Based Assistance
- [24 CFR Part 983](#): Project Based Vouchers
- [24 CFR Part 985](#): Section 8 Management Assessment Program
- [24 CFR Part 100](#): Discriminatory Conduct Under the Fair Housing Act

1.2 FHC Mission

“We are committed to helping our community grow and our residents to prosper by providing housing in pleasant communities at sensible rents.”

1.3 Purpose of the Administrative Plan

The Administrative Plan (Plan) establishes policies for implementation and administration of the Housing Choice Voucher Program administered by the FHC. The Plan covers both admission to and continued participation in the Housing Choice Voucher program.

Issues not addressed in this document related to applicants, participants and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, HUD guidance, or other applicable law. When circumstances arise and are not addressed by provisions in this Plan, they will be reviewed on a case-by-case basis. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically stated for the applicable program will take precedence.

1.4 Approval of Plan and Use of Administrative Fee Reserves

Only the FHC Board of Commissioners is authorized to approve changes to the Administrative Plan and to authorize charges to the administrative fee reserve. Expenditures from the administrative fee reserve will be made in accordance with all applicable Federal requirements. Expenditures from the administrative fee reserve of the HCV program in excess of \$100,000 will be approved by the FHC Board.

CHAPTER 2 - General Administrative Provisions and Policies

2.1 Confidentiality and Privacy Policy

Link: [24 CFR 5.212](#); [HUD Form 9886](#)

It is the policy of FHC to guard the privacy of applicants and participants, and ensure the protection of records in accordance with the Privacy Act of 1974. FHC will not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law.

This privacy policy does not limit FHC's ability to collect such information as it may need to determine eligibility, compute housing assistance, and does not prohibit the FHC from disclosing information to local law enforcement if the participant is suspected of being involved in criminal or legal activity.

All applicant and participant information will be kept in a secure location and access will be limited to authorized FHC staff. FHC staff will not discuss personal family information unless there is a business reason to do so.

Prior to utilizing HUD's EIV system, the FHC will adopt and implement EIV security procedures required by HUD.

2.2 Record Retention Policy

Link: [24 CFR 908.101](#); [24 CFR 35 Subpart B](#)

The FHC will keep all documents related to a family's eligibility, tenancy, and termination in accordance with HUD requirements and FHC's Records Retention and Disposition policy.

CHAPTER 3- General Fair Housing Policies

3.1 Nondiscrimination Policy

Links: [Fair Housing Act \(42 U.S.C\)](#); [Section 504 of the Rehabilitation Action of 1973](#); [Joint Statement of HUD and DOJ 5/17/14](#) and [24 CFR 982.54\(d\) \(6\)](#); [982.301\(b\) \(10\)](#); [982.304](#)

FHC provides information regarding Fair Housing and discrimination in housing on its website, in outreach materials, posters at its office, in the family briefing session and program packets, and owner meetings. When needed, FHC will also assist with how to fill out and file a housing discrimination complaint.

3.2 Complying with Civil Rights Laws

It is the policy of the FHC to comply with all federal, state and local non-discrimination laws, rules and regulations governing fair housing and equal opportunity in housing and employment now in effect and subsequently enacted, including, but not limited to:

- [Title VI of the Civil Rights Act of 1964](#), which forbids discrimination on the basis of race, color, religion, national origin or sex.
- [Title VIII of the Civil Rights Act of 1968](#) (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination
- [Executive Order 11063](#)
- [Section 504 of the Rehabilitation Action of 1973](#), which describes specific housing rights of persons with disabilities
- [Age Discrimination Act of 1975](#)
- [Title II of the Americans with Disabilities Act](#), otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units)
- [Violence Against Women Reauthorization Act 2013](#) (VAWA)
- [Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity](#), also known as the "Equal Access Rule"
- Any applicable State laws or local ordinances that may apply, including those pertaining to Fair Housing or any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted

FHC's housing programs are open to all eligible individuals regardless of sexual orientation, gender identity or marital status. FHC will not inquire about the sexual orientation or gender identity of an applicant or participant for purposes of determining eligibility or otherwise making such housing available. However, the FHC may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058. The FHC will not discriminate because of race, color, marital status, sexual orientation, national or ethnic origin or ancestry, sex, religion, age, familial status, source of income, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities.

Upon receipt of a complaint from an applicant or participant alleging a violation of the Equal Access Rule, FHC will determine if a program violation occurred, provide written notice and implement appropriate corrective action(s). FHC may also advise the family to file a Fair Housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

Applicants or participant families who believe that they have been subject to unlawful discrimination may notify the FHC either orally or in writing. Notifications made orally will be documented in writing by FHC staff including: complaint description, applicant/participant name, date, and FHC staff taking complaint. The FHC will attempt to remedy discrimination complaints made against the FHC. The FHC will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

DETROIT FHEO CENTER

477 Michigan Avenue

16th Floor

Detroit, MI 48226

Field Office Director-David Long

Phone: (313) 234-7352 Fax: (313) 226-3877

3.3 Owner Nondiscrimination Requirements

Link: [Form HUD 52641](#); [PIH 2014-20](#)

The FHC requires owners to comply with all applicable laws and statutes. In agreeing to participate in FHC's housing choice voucher programs, the owner must abide by the Housing Assistance Payments (HAP) contract which prohibits discrimination and requires that the owner:

- Not discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, familial status, or disability in connection with the contract; and,
- Cooperate with FHC and HUD in conducting equal opportunity compliance reviews and investigation.

3.4 Family Outreach and Affirmative Marketing

Link: [24 CFR Part 903.2](#) and [24 CFR 903.7](#)

The FHC publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families. As part of the briefing process and on-going education, FHC will provide information to HCV families about the opportunity to rent in a broad range of neighborhoods including:

- Information on general locations and characteristics of neighborhoods including: shopping centers, bus lines, etc.
- A listing of available rental property. The list, updated monthly, states: address, amenities, deposit information, etc. as provided by owners.
- A list of properties/owners who accept HCV. A description of portability provisions available in the

Housing Choice Voucher program.

- A map that identifies areas within the City of Flint and Genesee County that are areas of low poverty and minority concentrations.
- A listing service of available rental property and owners
- A description of portability provisions available in the Housing Choice Voucher program
- Other information as required.

When FHC's waiting list is open, FHC will publicize the availability and nature of housing assistance through a wide variety of sources including local and State newspapers, minority media, minority civic clubs, places of worship, service agencies, and broadcast media. Efforts will be made to notify local officials, government agencies, and agencies that specifically address the needs of individuals with disabilities.

FHC will monitor the characteristics of the population being served and the characteristics of the population as a whole in FHC's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

3.5 Owner Outreach

FHC encourages program participation by owners of units located outside areas of poverty or minority concentration. FHC provides program information and printed materials to local realtors, agents, apartment associations and any interested landlords. FHC staff will be available to make presentations about the Housing Choice Voucher Program to these groups.

Outreach to property owners is regularly conducted to develop interest in the program and to increase the number of units available in low-poverty areas. FHC provides program information and printed materials to local realtors, agents, apartment associations and any interested landlords. FHC staff will be available to make presentations about the Housing Choice Voucher Program to these groups.

FHC encourages program participation by owners of units located outside areas of poverty or minority concentration. The purpose of these activities is to provide more choices and better housing opportunities to families. Voucher holders are informed of the full range of areas within the FHC's jurisdiction where they may lease units and are given a list of owners who are willing to lease units outside areas of poverty or minority concentration.

FHC is committed to providing good customer service that encourages on-going owner participation in the program.

3.6 Language Assistance Plan and Limited English Proficiency Policy

Link: [Federal Register 1/22/07, 24 CFR 1](#)

The FHC is committed to providing meaningful access to its programs and services to all eligible persons, including those who have Limited English Proficiency because of their national origin. FHC will take affirmative steps to communicate with people who need services or information in a language other than English. LEP is defined as persons who do not speak English as their primary language and who have a

limited ability to read, write, speak or understand English. For the purposes of this Policy, LEP persons are HCV program applicants and participant families.

FHC has determined that the majority of participants speak English. The FHC staff can communicate in: English only.

Given very limited resources FHC will not develop a written LEP plan, but will consider alternative ways to communicate and provide meaningful access. Every year, as part of FHC's annual plan process, the need for a LEP Plan will be reviewed and a Plan created if needed. The review will assess whether there have been any significant changes in the composition or language needs of the LEP population. The FHC will analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken if the costs imposed do not substantially exceed the benefits.

If in the future FHC determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) developing, monitoring and updating the LEP plan as needed.

3.6.1 LEP Options

- When LEP persons request, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the FHC: the staff communicate in English only. The interpreter may be a family member or friend.
- The FHC will utilize a language line for telephone interpreter services.
- FHC will inform applicants and participants of language assistance services.
- FHC will not provide written translation but will provide written notice in the primary language of the LEP language group of the right to receive oral interpretation of those written materials, free of cost. Translation may also be provided orally.

3.7 Reasonable Accommodation Policy

Link: [24 CFR Part 8](#)

This policy applies to applicants and participants. A reasonable accommodation is a change, modification, alteration or adaptation in a policy, procedure, practice, program or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from a program or activity.

FHC will ask all applicants and participant families if they require any type of accommodations, in writing, on the intake application, re-certification documents, and notice of adverse action. The notice will include how to contact FHC for requests for accommodation for persons with disabilities.

The FHC will encourage the family to make its request in writing using a reasonable accommodation request form. However, the FHC will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted. If the request is made orally, the FHC will document the request in writing including: request specifications, family name, date, and FHC staff taking request.

If a person with a disability requests an accommodation to an existing rule, policy, practice, or service in order to fully access and utilize the FHC's housing programs and related services, the FHC will verify and evaluate the request. The FHC is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.

3.7.1 Legal Authority

This Policy is in compliance with the statutory FHC listed below:

- [Section 504 of the Rehabilitation Act of 1973](#) (Section 504);
- [Titles II and III of the Americans with Disabilities Act of 1990](#) (ADA);
- [The Fair Housing Act of 1968](#), as amended (Fair Housing Act);
- [The Architectural Barriers Act of 1968](#); and
- [24 C.F. R. Parts 8](#)

3.7.2 Definition of Disability

Person with disabilities is a person who:

- Has a disability, as defined in [42 U.S.C. 423](#);
- Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - Is expected to be of long-continued and indefinite duration;
 - Substantially impedes his or her ability to live independently, and
 - Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - Has a developmental disability as defined in [42 U.S.C. 6001](#).
- Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- Means "individual with handicaps", as defined in [§ 8.3](#) of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

3.7.3 Examples of Reasonable Accommodations

- Allowing a larger unit size
- Allowing a live-in aide, with the owner's approval
- Allowing a service animal, with the owner's approval
- Alternative measures instead of lease termination
- Rescheduling appointments and/or hearings
- Attendance at a hearing of any other person approved by the FHC
- Permitting an outside agency or family member to assist in an interview or meeting
- Permitting applications and re-certifications to be completed by mail

3.8 Live in Aide Policy

Links: [24 CFR 5.403](#); [24 CFR 8](#); [24 CFR 5.609\(c\)\(5\)](#); [24 CFR 966.4\(d\)\(3\)\(i\)](#)

The FHC will approve a live-in aide if needed for families with an elderly member, or as a reasonable accommodation to make the program accessible to and usable by a family member with disabilities.

Live-in aide means a person who resides with one or more elderly persons or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons
- Is not obligated for the support of the persons, and
- Would not be living in the unit except to provide the necessary supportive services

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and will not be considered a remaining member of a participant family.

A family's request for a live-in aide must be made in writing and is subject to FHC's verification. FHC will verify the request. For continued approval, the family must submit a new, written request, subject to the FHC verification at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is:

- Not obligated for the support of the person(s) needing the care, and
- Would not be living in the unit except to provide the necessary supportive services.

The FHC has the discretion not to approve a particular person as a live-in aide, and may withdraw such approval, if the person:

- Does not meet FHC's eligibility criteria
- Would cause the current unit to become overcrowded according to FHC standards and local codes
- Falls under any category listed in this Policy in the Denials of Admission Section
- Is on the FHC Public Housing Trespass List

3.9 Physical Impairment Policy

Link: [24 CFR Part 8.6](#)

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication is available at the FHC office.

When visual aids are used in meetings or presentations, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third-party representative (a friend, relative or advocate, named by the applicant or participant) to receive, interpret and explain housing materials and be present at all meetings.

3.10 Violence against Women Reauthorization Act Policy (VAWA)

Links: [Violence Against Women Reauthorization Act 2005; 24 CFR 5.2005 \(b\), \(d\), \(e\); 24 CFR 5.2003; 24 CFR 5.2009; 24 CFR 5.2007 \(a\)\(1\)\(v\); Federal Register / Vol. 81, No. 221](#)

This Policy is applicable to all federally subsidized public housing administered by FHC, including the HCV program. FHC will not discriminate against an applicant or participant on the basis of the rights or privileges provided under the VAWA. This policy is gender-neutral, and its protections are available to persons who are victims of domestic violence, dating violence, sexual assault or stalking.

Neither VAWA nor this Policy implementing it will preempt or supersede any provision of Federal, State or local law that provides greater protection under VAWA for victims of domestic violence, dating violence, sexual assault or stalking (VAWA-protected acts or threatened acts of violence).

Per the requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA), and as incorporated into the HAP Contract and Tenancy Addendum, FHC and unit owners/managers shall not consider an incident or incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse.

Criminal activity directly related to abuse, engaged in by a household member, guest or other person under the tenant's control, shall not be cause for denial of admission, termination of assistance, tenancy or occupancy rights if a member of the tenant's immediate family is the victim or threatened victim of that abuse.

If an assisted household member engages in criminal acts of physical violence against family members or others, FHC may terminate assistance to the offending household member, or an owner/manager may "bifurcate" a lease, or otherwise remove the household member from the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance for any individual who is a tenant or lawful occupant. These actions may be taken without penalizing the victim.

These statements do not limit the authority or ability of a unit owner/manager to evict, or FHC to terminate assistance to any tenant under program guidelines if either party can demonstrate an "actual and imminent threat" to other tenants or persons employed at or providing services to the property.

An assisted family may receive a voucher and move in violation of the lease under FHC's portability policy if the family has complied with all other obligations of the voucher program and moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, stalking or sexual assault and who reasonably believed he or she was imminently threatened if he or she remained in the assisted dwelling unit.

FHC will request in writing that a family that seeks to move to another unit or prevent eviction, removal, termination of occupancy rights, or termination of assistance under a claim of abuse complete HUD-Form 50066, Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault. The victim shall

provide the name of the perpetrator on the form only if the name of the perpetrator is safe to provide and is known to the victim. In lieu of, or in addition to the form, a victim may provide to FHC:

- a document that is signed by the applicant, participant, or tenant and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional who assisted the victim relating to domestic violence, dating violence, sexual assault, or stalking. The professional must state, under penalty of perjury, that he or she believes that the abuse meets the requirements under VAWA;
- a Federal, State, tribal, territorial, or local police or court record;
- a record of an administration agency; or
- a statement or other evidence provided by the applicant, participant, or tenant at the discretion of FHC or the landlord.

The victim of the actual or threatened violence or stalking must complete the HUD Certification of Domestic Violence, Dating Violence, Stalking or Sexual Assault within 14 business days of receiving the written request for the certification from FHC. If the family member has not provided the requested certification by the 14th business day or any extension of the date provided by FHC, none of the protections afforded to victims of domestic violence, dating violence, stalking or sexual assault (collectively "domestic violence") will apply. FHC, at its discretion, may extend the 14-day deadline.

All information provided by the victim to an FHC employee or unit owner/manager relating to an incident of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, stalking or sexual assault must be retained in confidence and neither entered into any shared database nor provided to any related party, except to the extent that the disclosure is:

Requested or consented by the individual in writing;
Required for use in an eviction proceeding or termination of assistance; or,
otherwise required by applicable law.

FHC shall cooperate with organizations and entities that provide shelter or services to victims of domestic violence, dating violence, sexual assault, or stalking. If FHC staff becomes aware that an assisted person is a victim of domestic violence, dating violence, sexual assault, or stalking, FHC will refer the victim to shelter or other service providers as appropriate. This Policy does not create any legal obligation requiring FHC to maintain a relationship with a particular shelter or service provider to victims or to make a referral in any particular case.

3.10.6 Bifurcating the Lease -VAWA

The FHC will allow the owner to bifurcate a family's lease and terminate the tenancy of a family member if the FHC determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members. In making its decision, the FHC will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to the FHC by the victim.

In the event that FHC bifurcates a lease under VAWA, any remaining tenants who had not already established eligibility for assistance will be provided no less than 90 calendar days from the date of

bifurcation of the lease or until expiration of the lease to establish eligibility for a voucher, or find alternative housing.

FHC may, on a case-by-case basis, choose not to allow bifurcating the lease. If necessary, the FHC will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, the FHC may offer the remaining family members a voucher to move if the owner agrees to a mutual rescission of the lease; or it may refer them to a victim service provider or other agency with shelter facilities.

CHAPTER 4- Applying to the Program and Waiting List

4.1 Application Process

When the HCV program waiting list is open, the FHC uses a two-step application process when it is expected that a family will not be selected from the waiting list for at least 30 days from the date of application. Under the two-step application process, the FHC initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of rent the family will pay when selected from the waiting list. If families are needed in less than 30 days, FHC will use a one step process and request all information from the family at that time.

The FHC will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice. FHC will advertise through a wide variety of sources including local and State newspapers, minority media, minority civic clubs, places of worship, service agencies, and broadcast media. An effort will also be made to notify elected officials, government agencies and other agencies that specifically address the needs of individuals with disabilities. The FHC will give public notice by publishing the relevant information in suitable media outlets.

Notices will include: the dates, times and locations where families may apply; the method for acceptance of application; the program for which applications will be taken and; a brief description of the program.

No one will be denied the right to request or submit an application when the HCV waiting list is open. However, depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, the FHC may only accept applications from any family claiming preference(s). When the HCVP waiting list is open, FHC will offer all applicants the opportunity to be listed on other FHC Program waiting lists, if open.

Accommodations will be made for interested, disabled applicants. In the event that on-line applications are utilized and an applicant needs assistance completing or submitting the on-line application, assistance may be provided over the phone or via other means as identified by FHC.

Only those pre-applications received by the due date as indicated by a postmark or other appropriate electronic submission verification tool during the time-period specified by FHC will be accepted as eligible pre-applications. The date the pre-application is received is the date it is postmarked or submitted electronically. During periods of open enrollment, applications can be placed by those with disabilities or those that do not have access to telephones by external organizations that provide human services and or at FHC's designated locations.

Every housing choice voucher program application file will include the date and time of application; applicant's race and ethnicity; applicant's bedroom size, eligibility determination date; selection date; briefing and voucher issuance date.

An applicant is deemed preliminarily ineligible and not placed on the FHC waiting list if:

- Currently housed in the same program and listed as the head of household or co-head of household.
- The application is incomplete or missing required information.

4.2 Opening and Closing the Waiting List

Link: [24 CFR 982.206](#)

The FHC may at its discretion open and close waiting list.

The decision to close the waiting list will be based on: the number of applications on file, the number of anticipated available vouchers and when the estimated waiting period for housing assistance reaches 24 months.

The FHC will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

The FHC will give public notice by publishing the relevant information in suitable media outlets.

All notices and advertisements announcing the opening of the waiting list will include:

- The dates the list will be open;
- The means by which applications will be taken (paper; electronic; other)
- The office hours and location where applications are available and will be accepted;
- The availability of Housing Choice Vouchers;
- Eligibility guidelines;
- Preferences and methodology for the selection of applicants; and
- Any limitations which may apply.
- Instructions for electronic submission of applications in the event such technology is available.

4.3 Maintaining the Waiting List

The FHC will not merge the housing choice voucher waiting list with the waiting list for any other program the FHC operates.

The waiting list will contain the following information for each applicant listed:

- Name and address of head of household
- Number of family members
- Social security number (head of household)
- Amount and source of annual income
- Date and time of application
- Preference information

4.4 Updating the Waiting List

The waiting list will be updated as needed to ensure that all applicant information is current. Failure to respond to FHC's Continued Interest notices will result in the applicant being removed from the waiting

list without further notice. The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by the FHC not later than the specified date provided in FHC's letter. If the family fails to respond within the required time period, the family will be removed from the waiting list without further notice. If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

When a family is removed from the waiting list during the update process for failure to respond, no informal review will be offered. Such failures to act on the part of the applicant prevent FHC from making an eligibility determination; therefore, no informal review is required.

If the family is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless verification of the following is received within 30 calendar days from the response due date:

- The applicant provides evidence that a change of address was submitted to FHC prior to the notice being issued by FHC;
- During the time of any waiting list update or, at the time of notification for an interview, the applicant could not respond. For example, the applicant was incapacitated due to hospitalization or was unavailable due to active participation on Jury Duty;
- As a result of a data entry error, FHA computer system incorrectly recorded the address of the applicant; and, therefore, the applicant was improperly withdrawn from the waiting list for failure to respond to a FHC notice; or
- The applicant is a person with a disability who requires an alternative form of communication other than one normally used by FHC, and the applicant informed FHC, in advance, of the proper means of communication, as required by regulations.

The FHC will send out Continued Interest letters to all applicants currently on the waiting list prior to opening the waiting list. The intent of this notification is to determine whether the applicant is still interested in the Housing Choice Voucher Program.

At the time FHC conducts an opening of the waiting list to establish a new waiting list, no further requests for re-instatement will be accepted or considered from applicants claiming to have been on any prior waiting list.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the update notification will be considered as a reasonable accommodation if requested by a person with a disability.

4.5 Change in Circumstances

Preference Status

Changes in an applicant's circumstances while on the wait list may affect the family's entitlement to a preference. Applicants are required to notify the FHC in writing when their circumstances change.

When an applicant claims an additional preference, they will be placed on the waiting list in the appropriate order determined by the newly –claimed preference.

The exception to this is, if at the time the family applied, the waiting list was only open to families who claimed that preference. In such case, the applicant must verify that they were eligible for the first preference before they returned to the waiting list with the new preference.

Change to the Family Composition

Changes to the family composition after an application has been submitted include addition of family members born to, adopted or otherwise granted custody to the family by operation of the law, which may include foster children, live in aides and spouses, provided the additional family member(s) meet all applicable waiting list requirements and remain eligible for the waiting list. FHC will require documentation that the head of household has authorization to include a minor as part of the household. Court approved custody or guardianship is not the only mechanism for establishing that a head of household has authorization to include a minor in the family composition. Changes to the family composition may also be allowed for families in which one or more children less than eighteen years of age live with the designee of the parent or legal custodian, with the parent or custodians' written consent. Documentation can include but is not limited to court documents, pre-need guardian, school records, other state and federal public assistance documentation, or durable powers of attorney. All other additions to the family shall be considered only on a case-by-case basis and must be documented at the time such changes occur. These additions may include immediate family members (sons, daughters, siblings, parents, grandparents, grandchildren) and may be made for humanitarian or extraordinary reasons.

4.6 Local Preferences

Link: [24 CFR 982.207](#)

Preferences establish the order of applicants on the waiting list. An admission preference does not guarantee admission. Every applicant must still meet FHC's Selection Criteria before being offered a voucher. FHC has the following HCV preferences:

- An event of emergency declared by resolution of the Flint Housing Commission Board of Commissioners. Under such circumstances, vouchers may be provided to current residents of public housing (or other forms of assisted housing owned by the Flint Housing Commission) to families who meet the qualifications for participation in the HCV Housing Choice Voucher program. This housing assistance shall be provided solely for the purpose of relocating such families residing in the housing units specified in the Emergency Declaration to other housing units that meet all HCV program requirements. In the event no suitable relocation units exist within the Flint Housing Commission inventory, HCV Vouchers may be used if the family otherwise qualifies for this form of assistance.
- Families participating the Public Housing program who will be involuntarily displaced due to the actions of the FHC. Events do not have to be declared an emergency by Board of Commissioners.

When adopting a *new preference*, FHC will notify all applicants on the current waiting list to determine if any are eligible under the preference (24 CFR §5.655(c)). FHC will specify in a public notice of a waiting list opening that current waiting list applicants may qualify for the preference. The notice will include any other information new applicants and current applicants on the waiting list will need to know about how to successfully apply and establish their preference status, including any partnering agencies with whom the owner may be working to receive referrals or determine preference eligibility.

If an applicant makes a false statement in order to qualify for a local preference, FHC will deny the preference.

If the FHC denies a preference, FHC will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting review with the Executive Director or his/her designee.

If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

4.7 Assistance Targeted by HUD

Link: [24 CFR 982.203](#); [982.203 \(2\)\(b\)\(1-5\)](#)

FHC will admit a family that is not on the waiting list, or without considering the family's waiting list position or preferences in certain circumstances prescribed by HUD. FHC will maintain records showing that the family was admitted with HUD-targeted assistance.

The FHC administers the following types of targeted funding:

- Veterans Affairs Supportive Housing (VASH)

4.8 Continuously Assisted Families

Link: [24 CFR 982.4](#); [982.203](#)

FHC will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were issued a voucher by FHC. As noted in this Plan, families being relocated from the FHC's public housing have first priority for vouchers and qualify as continually assisted. In addition, families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 project-based assistance) are considered continually assisted. All such families are treated in the regulations as "special (non-waiting list) admissions".

When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

4.9 Relocation of Witnesses and Victims of Crime

Link: <http://portal.hud.gov/hudportal/HUD?src=/programdescription/witness>

FHC will provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. The FHC will accept written referrals from HUD for such cases. All referred applicants must meet Housing Choice Voucher eligibility requirements before admission to the program.

4.10 Income Targeting Policy

Link: [24 CFR 960.202\(b\)](#)

The FHC will monitor progress in meeting the Extremely Low Income (ELI) requirement throughout the fiscal year. Extremely-Low Income families are now defined as families whose incomes do not exceed the higher of: Federal Poverty Level or 30 percent of Area Median Income. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met. Under limited circumstances, HUD rules allow admission of low-income families. The FHC will monitor progress in meeting the Extremely Low Income (ELI) requirement throughout the fiscal year. Extremely-Low Income families are now defined as families whose incomes do not exceed the higher of: Federal Poverty Level or 30 percent of Area Median Income. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met. Under limited circumstances, HUD rules allow admission of low-income families. If an applicant on the waiting list is skipped over, they will retain their original sequential number placement and be the first applicant offered an opportunity for assistance after the extremely low-income targeting requirement has been met

4.11 Fungibility

Link: [Quality Housing and Work Responsibility \(QHWRA\) Act](#), aka Public Housing Reform Act or Housing Act of 1998

FHC will exercise fungibility between the Housing Choice Voucher and public housing programs as allowed by HUD to meet income targeting requirements and as also stated in the FHC's Admission and Occupancy Policy.

4.12 Waiting List Placement

Applicants will be placed on the waiting list based on any preference, and date and time.

The FHC will send written notification of the preliminary eligibility determination within 10 business days of receiving a completed application. Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. When the family is selected from the waiting list, the FHC will determine eligibility for admission to the program.

If the FHC can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. When a family is determined to be ineligible, the FHC will send written notification of the ineligibility determination after receiving a complete application. The notice will specify

the reasons for ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so. If upon conclusion of the informal review process, the family's preliminary eligibility is restored, the family's original date and time of application will be restored on the waiting list.

Applicants who owe money to FHC or any other housing authority will not be housed until their debt is paid in full. FHC reserves the right, in the case of extreme hardship (i.e. homelessness), to enter into a Payment Agreement. Full documentation of the hardship will be required. In no case will the debt be forgiven.

4.13 Selection from the Waiting List Notification

FHC will notify the family when it is selected from the waiting list. The notice will inform the family of the eligibility process including date, time, and location of the eligibility appointment/orientation, who is required to attend, and the documents that must be provided.

If a notification letter is returned to FHC with no forwarding address or following the specified time, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents FHC from making an eligibility determination; therefore, no informal review will be offered.

Chapter 5-Initial and Continuing Eligibility

Link: [24 CFR 982.4](#); [982.203](#)

5.1 Qualifications for Admission

FHC will admit only applicants who are qualified according to all the following criteria:

- Are a family as defined by HUD and FHC.
- Qualify on the basis of citizenship or the eligible immigrant status of family members. Link [24 CFR Part 5, Subpart E](#)
- Provide documentation of Social Security numbers for all household members, or certify that they do not have Social Security numbers. Link: [24 CFR Part 5, Subpart B](#)
- Have income at or below HUD-specified income limits. Link: [24 CFR Part 5, Subpart F](#)
- Consent to FHC's collection and use of family information as provided for in FHC consent forms.

5.1.1 Income Eligibility

Links: [24 CFR 982.201\(b\)](#); [982.4](#); [248.101](#) & [173](#)

For admission to the Housing Choice Voucher Program, a family must be income eligible in the area where the family initially leases a unit with housing assistance. A family porting into Flint, MI must be eligible in Flint, MI. A family porting out of Flint must be income eligible in the area where the family leases an assisted unit.

To determine if the family is income eligible, the FHC will compare the annual income of the family to the HUD published FHC income limit for the family's size.

5.1.2 Social Security Number Disclosure

Link: [24 CFR 5.216](#), [5.218](#); [Notice PIH 2012-10](#)

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. (These requirements do not apply to noncitizens who do not contend eligible immigration status).

If FHC determines that the applicant is otherwise eligible to participate in a program, the applicant may retain its place on the waiting list for the program for up to 90 days but cannot become a participant until it can provide the documentation to verify the SSN of each member of the household.

If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of admission, the applicant may become a participant, so long as the documentation required is provided to the FHC within 90 calendar days from the date of admission into the program.

The FHC will grant an extension of one additional 90-day period if the FHC determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have

been foreseen and were outside the control of the applicant. If the applicant family fails to produce the documentation required within the required time period, the FHC must follow the provisions of [§ 5.218](#).

5.1.3 Citizenship Requirements

Link: [24 CFR Part 5, Subpart E](#)

FHC will verify the citizenship/immigration status of applicants at the time other eligibility factors are determined. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. Each family member must declare whether the individual is a citizen, national or an eligible noncitizen. Family members who declare citizenship or national status will not be required to provide additional documentation supporting the individual's declaration of citizenship and national status unless NHRA receives information indicating that an individual's declaration may not be accurate, such as a birth certificate. All eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age. Prior to being admitted, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original USCIS documentation. Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of household.

5.2 Family Definition

Link: [24 CFR 5.403](#)

To be eligible for admission, an applicant must qualify as a family. Family as defined by HUD includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be an elderly person, displaced person, or any other single person
- A group of persons residing together and such group includes, but is not limited to:
 - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
 - An elderly family;
 - A disabled family;
 - A displaced family; and
 - The remaining member of a participant family.

For categorizing family as defined above, the terms disabled family and elderly family are:

- Disabled family means a family whose head (including co-head), spouse or sole member is a person with a disability.
- Elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.

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

Child (minor) relationship is determined only by: birth, adoption, a court order establishing custody, or a legal order from the social service agency, (i.e. Child Protective Services, DHHS, etc.).

A family does not include:

- A group of unrelated persons living together (friends, etc.)
- Aunt, uncle, sister, brother, cousin, friend, etc.
- An additional family to the household, i.e. a sister and her children, etc.
- A housekeeper or live-in aide
- Foster children and/or foster adults

Each family must identify the individuals to be included in the family at the time of application, and must notify the FHC if the family's composition changes within 10 business days.

5.2.1 Head of Household

The Head of Household is determined at the time of application. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household. The head of household may only change during the course of participating in program in cases of death, bifurcation of Lease or under VAWA.

5.2.2 Joint Custody

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family more than 50 percent of the time.

When more than one applicant or participant (regardless of program) is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or re-certification will be able to claim the dependents. If there is a dispute about which family should claim the dependent(s), the FHC will make the determination based on court orders and social service agency orders showing which family has custody.

5.2.3 Family Break Up

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open.

If a participant family breaks up into two otherwise eligible families, only one of the new families will retain occupancy of the unit.

If a court determines the disposition of property between members of an applicant or participant family as part of a divorce or separation decree, the FHC will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, the FHC will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, the FHC will take into consideration the following factors:

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and provides documentation in accordance with this Administrative Plan
- Any possible risks to family members as a result of criminal activity
- The recommendations of social service professionals

5.2.4 Remaining Family Member

A remaining family member is defined by HUD and previously approved by FHC to live in the unit as a household member. Live in aides, foster children and foster adults do not qualify as remaining family members.

If the head of household dies or leaves the unit for any reason other FHC termination of assistance, continued occupancy by remaining household members is permitted only if:

- The household reports the departure (or death) of the head of household in writing within 14 calendar days of the occurrence, and
- A replacement head of household is identified and reported to FHC in writing within 30 calendar days of the occurrence, and:
- If after 30 days of the occurrence, no head of household is reported, FHC will proceed with termination.
- The household member seeking to become the head of household must meet FHC's eligibility requirements.
- The member seeking to become the head of household has reported all income as required by FHC policy.
- The member seeking to become the head of household has not committed any violation of the lease agreement during their tenancy.

- The household agrees to occupy an appropriately sized unit based on FHC's Occupancy Standards.
- Except in cases where the member seeking to become the head of household is the parent or legal guardian of a remaining minor(s), the proposed head of household has been listed on the lease for at least 12 consecutive months, or since the previous head of household's tenancy (if less than 12 consecutive months).
- The head of household agrees to a written repayment agreement for any rent or charges incurred by the former head of household.
- Those under 18 seeking to become the head of household must provide proof of emancipation.
- An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet FHC's eligibility criteria.

FHC may deny housing assistance if an action to terminate the former head of household's housing assistance began prior to the former head of household's departure from the unit.

5.3 Student Head of Household

No assistance will be provided under section 8 of the 1937 Act to any individual who:

- Is enrolled as a student at an institution of higher education, as defined under section 102 of the [Higher Education Act of 1965 \(20 U.S.C. 1002\)](#);
- Is under 24 years of age;
- Is not a veteran of the United States military;
- Is unmarried;
- Does not have a dependent child; and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.

The above restriction does not apply to a person with disabilities as such term is defined in section 3(b)(3)(E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005.

5.4 Guests/Visitors

Guests/Visitors are permitted based on the terms in the owner's lease; the owner has provided approval for the guest/visitor; and the guest/visitor is not an unauthorized person living in the unit.

A guest can remain in the assisted unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12 – month period or FHC will consider the person(s) unauthorized persons in the unit. A family may request an exception to this policy for valid reasons (e.g. care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

The family must notify the FHC in writing of the children(s) names and timeframes the children(ren) will be in the household if the participant has children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the unit more than 50 percent of the time.

In making the determination if the person is an unauthorized household member, FHC will consider:

- Statements from neighbors and/or FHC staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit reports

5.5 Eligibility/Orientation

Families selected from the waiting list are required to participate in an eligibility appointment/orientation either individually or in a group setting. The family will be sent an interview notice to their last known address indicating the date, time, place, who must attend and what documents must be presented at the interview. The family will either be mailed a packet of documents to complete or will be provided with the packet at the group session. The packet must be complete in order for eligibility to be determined.

All adult family members are required to attend the interview and sign the housing application. Exceptions may be made for students attending school out of state / for members for whom attendance would be a hardship. The head and spouse/co-head are both required to attend the interview. If the head of household cannot attend the interview, the spouse/co-head may attend to complete the application and certify for the family. The head of household, however, will be required to attend the orientation to review the information and to certify by signature that all of the information is complete and accurate.

The family must provide the information necessary to establish the family's eligibility, including criminal background record, and to determine the appropriate amount of rent the family will pay. The family must also complete required forms, provide required signatures, and submit required documentation. If the family does not provide the required documentation at the time of the orientation, the orientation may be rescheduled when all the documents are submitted by the family. The family will be given a list of missing documents and the timeframe for returning the document. If the documents are returned complete within the specified timeframe, the orientation will be rescheduled. If the documents are not returned complete within the specified timeframe, FHC will determine that the applicant is no longer interested in housing assistance and will be removed from the waiting list. Extensions to the timeframe may be allowed based on emergencies and reasonable accommodations.

If the required documents and information are not provided within the required time frame (plus any extensions) the family will be sent a notice of denial. An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

5.5.1 Rescheduling the Eligibility Appointment/Orientation

If the family is unable to attend a scheduled appointment for good cause, the family must contact the FHC in advance of the interview to schedule a new appointment. If the family fails to attend a second scheduled appointment without FHC approval, FHC will deny assistance based on the family's failure to supply information needed to determine eligibility. Only for documented and verified extenuating circumstances (illness, hospitalization, etc.), the applicant may contact the FHC within 24 hours after the scheduled appointment and the appointment will be rescheduled once.

5.5.2 Eligibility Notification

The FHC will notify a family in writing of their eligibility determination. If the FHC determines that the family is ineligible, the FHC will send written notification of the ineligibility determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal hearing

5.6 Criminal Background Policy

Links: [24 CFR 5.903](#); [24 CFR 960.204\(d\)](#); [24 CFR 960.204\(a\)\(4\)](#); [24 CFR 5.905\(d\)](#)

The FHC will perform criminal records checks at application and annually at certification for all adult household members (defined as 18 years of age or older) or when adding an adult member to the household. Background checks will be performed by a third-party source, which will include local, state, national and/or federal checks. Such checks will also include sexual offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sexual offender registration records on an annual basis. Failure of family member signing consent form may result in entire household being denied assistance.

5.6.1 Drug Abuse Treatment Information

Links: [24 CFR 960.205\(f\)](#)

The FHC will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when the FHC has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program. The FHC will require the proposed family member sign a consent form for the drug abuse treatment facility to release information.

5.7 Duplicative Assistance

Link: [24 CFR 982.352\(c\)](#)

A family may not receive HCV assistance while receiving housing assistance of any of the following assistance types, for the same unit or for a different unit:

- Public or Indian housing assistance
- Other Section 8 assistance (including other participant-based assistance)
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974)
- Section 101 rent supplements
- Section 236 rental assistance payments
- Participant-based assistance under the HOME Program
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration)
- Any local or State rent subsidy
- Section 202 supportive housing for the elderly
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance)
- Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

5.8 Absences from the Unit

Link: [24 CFR 982.312](#)

5.8.1 Absent Family Member

The FHC will compute all applicable income of every family member who is on the lease, including those who are temporarily absent. It is the responsibility of the head of household to report changes in family composition and absences of family members.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Generally, an individual who is or is expected to be absent from the assisted unit for 3 consecutive months or 90 days or more in a 12-month period of time is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 90 consecutive days is considered permanently absent and no longer a family member.

The family must request FHC approval for the return of any adult family members that the FHC has determined to be permanently absent. The individual is subject to the eligibility requirements stated in this Administrative Plan.

5.8.2 Absence of Entire Family

Notice is required when all family members will be absent from the unit for an extended period of time (greater than 30 calendar days). Families are required to give FHC 30 days' notice before moving out of a unit. Absence means that no family member is residing the unit. In order to determine if the family is absent from the unit, the FHC may:

- Conduct a special inspection
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with the Post Office for forwarding address
- Contact the emergency contact

The family must supply any information or certification requested by the FHC to verify that the family is living in the unit, or relating to family absence from the unit.

If a family is absent from the unit for more than 180 consecutive days, the FHC will terminate assistance.

5.8.3 Absent Student

When minors and college students who have been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the FHC indicating that the student has established a separate household or the family declares that the student has established a separate household.

5.8.4 Absences Due to Placement in Foster Care

If a child has been placed in foster care, the FHC will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

If the child(ren) are removed from the home permanently, the unit size will be reduced in accordance with the FHC's occupancy guidelines.

5.8.5 Caretaker for a Child

If neither a parent nor a designated guardian remains in a household receiving assistance, the FHC will take the following actions:

- If a responsible agency has determined that another adult is to be brought into the unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

- If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 consecutive days. After the 90 consecutive days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the FHC will extend the caretaker's status as an eligible visitor.
- During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify for any deductions from income.
- If the caretaker is considered a family member, the caretaker must submit an eligibility application, pass all eligibility criteria, and his/her income will be counted as part of the household. Once eligibility is passed, the lease will be transferred to the caretaker as head of household.

5.8.6 Absent Head or Spouse Due to Employment

If an employed head, spouse, or co-head is absent from the unit more than 180 consecutive days due to employment, she/he will continue to be considered a family member.

5.8.7 Individuals Absent (Confined) for Medical Reasons

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member. If there is a question about the status of a family member, the FHC will request verification from a responsible medical professional if the member will be gone less than 90 consecutive days (and up to 180 days after approval of the Section 8 Manager or authorized designee) and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

CHAPTER 6 - Tenant Rent and Housing Assistance Payment Calculation

6.1 Definition of Income

Link: [24 CR 5.609\(b\)](#)

FHC uses HUD's definition of Annual Income. Should this definition be revised, the current HUD definition will be used.

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

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness will not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the business;
- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the property;
- The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
- All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any household member
- Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of household members; and
- All regular pay, special pay, and allowances of a household member in the Armed Forces.

6.1.1 Alimony and Child Support

The FHC will count court-awarded amounts for alimony and child support unless the FHC verifies that:

- The payments are not being made and
- The family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments.

If the amount of child support or alimony received is less than the amount awarded by the court, FHC will use the amount that is received by the family. FHC will accept as verification that the family is receiving an amount less than the award if one of the following:

- FHC receives verification from the agency responsible for enforcement or collection
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement collection agency
- Or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply documentation and a copy of the divorce decree. Income will be projected by averaging the most current three consecutive month's payment to project income for twelve (12) months.

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

6.1.2 Sporadic income

Sporadic income is income that is not received regularly and cannot be reliably predicted.

6.1.3 Regular Contributions and Gifts

Examples of regular contributions include:

- Regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments)
- Cash or other liquid assets provided to any family member on a regular basis
- "In-kind" contributions such as groceries and clothing provided to a family on a regular basis
- Any contribution of gift received every 3 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year

Non-monetary contributions will be valued at the cost of purchasing the items, as determined by the FHC. For contributions that may vary from month to month (e.g., utility payments), the FHC will include an average amount based upon past history. Regular financial support from parents or guardians to students for food, clothing personal items, and entertainment is not considered student financial assistance and is included in annual income.

6.1.4 Incremental Earnings

The FHC defines incremental earnings and benefits as the difference between:

- The total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and
- The total amount of welfare assistance and earnings of the family member after enrollment in the program.

In calculating the incremental difference, the FHC will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

6.2 Earned Income Disallowance (EID) Policy

Link: [24 CFR 5.617](#)

This disallowance applies only to disabled family members already participating in the housing choice voucher program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who was previously unemployed for one or more years prior to employment.
- Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program.
- New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months.

The baseline income is the annual income immediately prior to the implementation of the disallowance for a person who is a member of a qualified family. The family member's baseline (qualifying) income remains constant throughout the period that he/she is receiving the EID.

6.2.1 Disallowance of Earned Income

Link: [24 CFR §§5.617, 960.255](#); [PIH Notice 2016-05](#)

Initial 12-month exclusion: During the 12-month period beginning on the date on which a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the FHC will exclude from the annual income of a qualified family any increase in the income of the family member as a result of employment over the baseline income of that family member.

Phase-in of rent increase: Upon the expiration of the 12-month period and for the subsequent 12-month period, the FHC will exclude from the annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

Maximum 2-year disallowance: The disallowance of increased income of an individual family member is limited to a lifetime 24-month period. It applies for a maximum of 12 months for disallowance (initial 12 months) and a maximum of 12 months (second 12 months), during the 24-month period starting from the initial exclusion.

Families eligible for and participating in the disallowance of earned income prior to May 9, 2016 will continue to be governed by HUD regulations in effect immediately prior to that date.

6.3 Business Income

Link: [24 CFR 5.609\(b\)\(2\)](#)

To determine business expenses that may be deducted from gross income, the FHC will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses (IRS Publication 535), unless a topic is addressed by HUD regulations or guidance.

6.3.1 Business Expansion

Any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations.

6.3.2 Capital Indebtedness

Capital Indebtedness is the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the FHC will allow as a business expense interest, but not principal, paid on capital indebtedness.

6.3.3 Acceptable Investments

Acceptable investments in a business include cash loans and contributions of assets or equipment.

6.3.4 Co-Owned Businesses

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

6.4 Assets

Link: [24 CFR 5.609\(b\) and \(c\)](#)

An asset is an item of value that can be converted into cash, and may or may not earn income. Annual income includes income amounts derived from assets to which the family has access. Assets include, but

are not limited to checking and savings accounts, investment accounts, equity in real property, personal property held as an investment, whole life insurance policies, and assets disposed of for less than fair market value.

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the FHC to show why the asset income determination does not represent the family's anticipated asset income.

If the Household has net assets in excess of \$5,000, annual income will include the greater of the actual income derived from all assets or a percentage of the value of such assets based on the current passbook savings rate as determined by FHC.

The FHC will obtain third party verification of all assets upon admitting a family and then again at least every three (3) years thereafter. During the intervening annual examinations, the FHC will allow household to self-certify that it has total net assets equal to or less than \$5,000. All family members will have to certify total assets. (PIH Notice 2016-05)

6.4.1 Jointly Owned Assets

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the FHC will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the FHC will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the FHC will prorate the asset evenly among all owners.

6.4.2 Disposed Assets

The FHC will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$5,000.00. Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual re-certifications, the family may request an interim re-certification to eliminate consideration of the asset(s).

Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments. All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Families must sign a declaration form at initial certification and each annual re-certification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value.

6.4.3 Checking and Savings Accounts

In determining the value of a checking account, the FHC will use the average monthly balance for the last two months. In determining the value of a savings account, the FHC will use the current balance. In determining the anticipated income from an interest-bearing checking or savings account, the FHC will multiply the value of the account by the current rate of interest paid on the account.

6.4.4 Investments

In determining the market value of an investment account, the FHC will use the value of the account on the most recent investment report. How anticipated income from an investment account will be calculated depends on whether the rate of return is known.

- For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings).
- When the anticipated rate of return is not known (e.g., stocks), the FHC will calculate asset income based on the earnings for the most recent reporting period.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the FHC determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

6.4.5 Real Property, Personal Property, Other Capital Investments

In determining the value of personal property held as an investment, the FHC will use the family's estimate of the value.

For Real Property, FHC will use the payoff amount for the mortgage to calculate equity. If the payoff amount is not available, FHC will use the loan balance.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary personal property consists of only those items not held as an investment. It may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

6.5 Lump Sum Payments

6.5.1 Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

- The entire lump-sum payment will be added to the annual income at the time of the interim.
- The FHC will determine the percent of the year remaining until the next annual re-certification as the date of the interim (three months would be 25% of the year).
- At the next annual re-certification, the FHC will apply the percentage balance (75% in this example) to the lump-sum and add it to the rest of the annual income.
- The lump-sum will be added the same way for any interims which occur prior to the next annual re-certification.
- If amortizing the payment over one year will cause the family to pay more than current HUD percentage of the family's adjusted income (before the lump sum was added) for total participant payment, the FHC and family may enter into a repayment agreement for the balance of the amount of the current HUD percentage calculation. The beginning date for this repayment agreement will start as soon as the one year is over.

6.5.2 Retroactive Calculation Methodology

- The FHC will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
- The FHC will determine the amount of income for each re-certification period, including the lump sum, and re-calculate the participant rent for each re-certification period to determine the amount due the FHC.
- The family has the choice of paying this retroactive amount to the FHC in a lump sum. At the FHC's option, the FHC may enter into a repayment agreement with the family
- The amount owed by the family is a collectible debt even if the family becomes unassisted.

6.5.3 Attorney Fees

The family's attorney's fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

6.6 Excluded Income

Link: [24 CFR 5.609\(c\)](#)

The following are types of excluded income:

- Income from employment of children (including foster children) under the age of 18 years
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the participant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined [in 24 CFR §5.403](#);
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received in the following circumstances:
 - From training programs funded by HUD;
 - Amounts received by a person with a disability That are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 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;
 - Amounts received under a participant service stipend; and
 - Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as participant management staff.
- Temporary, nonrecurring or sporadic income (including gifts);
- 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;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;

- 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;
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs That includes assistance under any program to which the exclusions set forth in [24 CFR 5.609\(c\)](#) apply.
- The portion of education grants that include tuition and required fees and other charges.

6.6.1 Excluded Periodic Payment

The FHC will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency.

6.6.2 Income from Training Programs

FHC defines training program as: a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to:

- Classroom training in a specific occupational skill
- On-the-job training with wages subsidized by the program
- Basic education

6.7 Deductions from Income

Link: [24 CFR 5.611](#)

Anticipating Expenses

Generally, the FHC will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), the FHC will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the FHC will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The FHC may require the family to provide documentation of payments made in the preceding year.

6.7.1 Medical and Dental Expenses

FHC will use the most current IRS Publication 502, Medical and Dental Expenses, to determine the costs that qualify as medical expenses

6.7.2 Disability Assistance Expenses

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the FHC will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

The FHC determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the FHC will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the FHC will consider, the family's justification for costs that exceed typical costs in the area.

6.7.3 Both Medical and Disability Expenses

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities. When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the FHC will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, the FHC will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work. When the FHC determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members' incomes.

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities,

including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

6.7.4 Child Care

Child care is allowed as a deduction from income for children less than 13 years of age. The family must identify the family member(s) enabled to pursue an eligible activity: seeking work, pursuing an education or being gainfully employed.

6.7.4.1 Allowable Child Care Activities and Expenses

For school-age children under 13 years of age, costs attributable to public or private school activities during standard school hours are not considered allowable child care expenses. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the FHC will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time.

For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the FHC will use the schedule of child care costs from the local welfare agency. Families may present, and the FHC will consider, justification for costs that exceed typical costs in the area.

6.7.4.2 Seeking Work

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each re-certification. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by the FHC.

6.7.4.3 Furthering Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

6.7.4.4 Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the FHC generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

6.8 Anticipating Income

When the FHC cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the FHC will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. The family file will be documented with a clear record of the reason for the decision, and how the FHC anticipated income.

Any time current circumstances are not used to project annual income, the decision will be documented in the file. In all such cases the family may present information and documentation to the FHC to show why the historic pattern does not represent the family's anticipated income.

6.9 Future Changes

If the FHC verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period. The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family.

In such cases the FHC will calculate annual income using current circumstances and then require an interim re-certification when the change actually occurs. This requirement will be imposed even if the FHC's policy on re-certifications does not require interim re-certifications for other types of changes.

When participant-provided third-party documents are used to anticipate annual income, they will be dated within 60 days of the documentation request.

6.10 Total Tenant Rent and HAP

Links: [24 CFR 5.628](#); [5.630](#); [5.634](#)

FHC follows HUD regulations for determining the family's portion of rent and the HAP subsidy to the owner.

Total Tenant Payment is the higher of:

- 30% of adjusted monthly income; or
- 10% of monthly income; or
- Minimum Rent of \$50

Tenant Rent

- Tenant rent is calculated by subtracting the utility allowance for participant supplied utilities (if applicable) from the Total Tenant Payment.
- Where the owner pays for all utilities and provides the stove and refrigerator, Tenant Rent equals Total Tenant Payment.

Rent to Owner

Rent to owner is the greater of:

- The Payment Standard less the Housing Assistance Payment; or
- The Gross Rent less the Housing Assistance Payment
- Minimum rent of \$50

6.10.1 Payment Standards

Link: [24 CFR 982.505](#)

The payment standard is used in the calculation of the housing assistance payment for a family. The payment standard for the family is the lower of:

- The unit size shown on the voucher, or
- The size of the actual unit selected by the family.

6.10.1.1 Establishment of Payment Standards

Link: [24 CFR 982.503\(b\),\(c\),\(g\)](#)

The payment standard is set by FHC between 90% and 110% of the HUD published Fair Market Rent (which may include HUD Small Area FMR). FHC will review the payment standard at least annually to determine

whether an adjustment should be made. As a reasonable accommodation, FHC may establish an exception payment standard of not more than 120% of the published FMR.

6.10.1.2 Utility Allowances and Utility Reimbursements

Link: [24 CFR 982.517](#); [Notice PIH 2016-05](#)

FHC maintains a Utility Allowance Schedule which is used in the housing assistance payment calculation to assist with the cost of utilities not included in the rent. The utility allowance calculation is based on the lower of:

- The voucher unit size based on FHC subsidy standards
- The size of the actual unit leased by the family
- In the case of a reasonable accommodation, FHC will use utility allowance for the unit size actually leased by the family

When the utility allowance exceeds the family's Total Participant Payment, FHC will provide the family a utility reimbursement payment.

An allowance for participant paid air conditioning will be calculated when central air-conditioning or a portable air conditioner is present in the unit.

FHC will review the utility allowance schedule annually and revise it when needed. Revised utility allowances will be applied in a family's rent calculation at the next annual re-certification.

The FHC has the option of making utility reimbursement payments not less than once per calendar-year quarter, for reimbursements totaling \$45 or less per quarter. In the event a family leaves the program in advance of its next quarterly reimbursement, the FHC will reimburse the family for a prorated share of the applicable reimbursement.

FHC may make reimbursement payments retroactively or prospectively. In the event that FHC chooses to make the reimbursement payments retroactively, FHC will allow a family to request a hardship exemption from the quarterly payments if it results in a financial hardship for the family. If a family receives a hardship exemption, then the FHC may either reimburse the family on a monthly basis or it may make prospective payments to the family, on a quarterly basis.

6.10.1.3 Welfare Rent

Welfare Rent does not apply.

CHAPTER 7 - Request for Tenancy Approval and Leasing

After families are issued a voucher, they may search for a unit within the jurisdiction of FHC, or outside of FHC's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments (HAP) contract with FHC within the time frame listed on the voucher.

7.1 Information to Owners

Link: [24 CFR 982.307\(a\)\(112\); \(b\)\(1\)](#)

It is the responsibility of the owner to determine the suitability of prospective families as the FHC does not screen for suitability as participants. Owners are encouraged to screen applicants for rent payment and eviction history, credit history, prior rental references and damage to units, and other factors related to the family's suitability as a renter. Owners may not discriminate on the basis of race, religion, sex, color, national origin, disability, sexual orientation, gender identity or familial status.

If requested by an owner, FHC will provide any of the following information in writing regarding a family's tenancy history, based on existing documentation relating to:

- Previous owner name, address and phone number
- Current owner name, address and phone number
- Record of prior eviction while receiving HCV assistance.

FHC's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners. FHC will make an exception to this policy if the family's whereabouts must be protected due to domestic abuse or witness protection, and the protection requirements are documented.

7.2 Allowable Housing Types

Link: [24 CFR 982.601\(b\)\(2\)](#)

The following types of rental units may be leased in the Housing Choice Voucher program, unless designated otherwise:

- Single family detached homes
- Duplexes
- Multi-plexus
- Garden apartments
- Condominiums, townhouses
- High-rises
- Manufactured homes where the tenant leases the mobile home and the pad
- Manufactured homes where the tenant owns the mobile home and leases the pad
- Other multi-family rental housing structures

The following types of housing are not permitted in the HCV program:

- Hotels
- Motels
- Nursing homes
- College or school dormitories
- Other types disallowed by HUD regulations
- Unit occupied by its owner or a person with any interest in the dwelling unit
- Unless its lease was effective prior to June 17, 1998, a family may not lease a property owned by relatives, i.e.: sister, brother, mother, father, spouse, son, daughter, grandmother, grandfather

FHC may permit use of any of the following types of special housing if needed as a reasonable accommodation for a person with disabilities:

- Independent Group Residences,
- Congregate Housing,
- Single Room Occupancy Facilities

7.3 Request for Tenancy Approval (RFTA)

Link [24 CFR 982.352\(2\)](#); [982.305](#) & [308-309](#); [982.401](#); [982.507-508](#); [982 Subpart M](#); [Form HUD-52517](#)

Before a family leases a unit, FHC must approve the unit selected by the family. The voucher holder and the owner/landlord must submit the following:

- Complete RFTA, signed by both the family and the owner, including:
 - Dwelling lease
 - Proof of ownership of the unit to be leased (e.g. deed of trust, most recent year tax statement, warranty deed and management agreement, if applicable);
 - The Owner's EIN or social security number;
 - A W-9 form completed by the owner.
 - If the property is in a corporation, the names of all parties
 - Current street mailing address, Post Office Box addresses will not be accepted
 - Business and home telephone number
 - For all units (regardless of year constructed) , owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead based paint disclosure statement.

The RFTA and all associated documents must be submitted in-person, by mail, by e-mail or by fax. The family may submit only one RFTA at a time. When the family submits the RFTA, the FHC will review the RFTA for completeness. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if any requested documentation is not submitted with the RFTA, the FHC will notify the family and the owner. The owner will be given 15 days to submit an approvable RFTA and requested documentation from the date of disapproval.

7.3.1 Tenancy Addendum

Link: [24 CFR 982.308](#); [HUD Form 52641](#)

The owner must use the HUD Tenancy Addendum or all provisions in the HUD-required Tenancy Addendum must be added to the owner's lease. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum will prevail over any other provisions of the lease.

7.3.2 Dwelling Lease

Link: [24 CFR 982.308\(d\)](#)

When the RFTA and proposed lease are submitted, the FHC will review the terms of the RFTA for consistency with the terms of the proposed lease. If the terms of the RFTA are not consistent with the terms of the proposed lease, the FHC will notify the family and the owner of the discrepancies. The proposed lease must comply with HUD requirements, as well as State and local law. The FHC does not provide a model or standard dwelling lease for owners to use in the HCV program.

- Owners that use a standard lease for units rented to unassisted families must use the same lease, plus the HUD prescribed tenancy addendum for HCV assisted families.
- FHC will review the owner's lease, any optional charges, compliance with regulations, and any house rules.
- Responsibility for utilities, appliances and optional services must correspond to those provided on the RFTA. If lease does not include utilities and/or appliances, then the FHC may provide a lease addendum for the landlord's use.
- The initial lease term must be for one year.
- The owner must be approved and there must be no conflicts of interest (e.g. owner may not be a relative, etc.).

7.3.2.1 New Lease Required

- If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- If there are any changes in lease provisions governing the term of the lease;
- If the family moves to a new unit, even if the unit is in the same building or complex.

7.4 Voucher Term

Link: [24 CFR 982.303\(a\)](#)

The initial voucher term is 60 calendar days. The family must submit a complete Request for Tenancy Approval, requested documentation and a proposed lease within the 60-day period. If family is unable to find a suitable unit within 60-day period, the family will be required to contact FHC prior to the 60 days to request an extension in writing. The extension must be requested 7 days before the voucher expires.

7.4.1 Voucher Extensions

Link: [24 CFR 982.303\(b\)](#)

In order to grant an extension, the family must request the extension in writing. All requests for extensions must be received prior to the expiration date on voucher (even if date falls on a weekend, holiday or any other day that the FHC is not open for business). The family will be required to provide proof of their search, which may include but is not limited to a list of contacts made and properties researched.

The FHC staff may offer advice or assistance which may be helpful in assisting the family locate suitable housing. The FHC is prohibited from requiring a family to lease at any particular unit or with a property owner.

The maximum time limit on the voucher term (including extensions) is 120 calendar days, except when a reasonable accommodation is granted for persons with disabilities or to find new housing when an assisted household has to be divided as a result of the violence or abuse covered by VAWA.

FHC is not obligated to grant an extension, but may consider any of the following circumstances in its decision:

- Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial 120-day period. Verification is required. All circumstances must be documented.
- If the family must move due to the unit not meeting Housing Quality Standards for item(s) that are the responsibility of the owner. In such event, FHC will provide the family with a voucher term of no less than 90 days.

7.4.2 Voucher Suspension

The FHC will suspend the term of the voucher from the date a complete Request for Tenancy Approval and proposed lease is accepted by the FHC until the date the FHC makes a final determination with respect to that Request for Tenancy Approval. If the family chooses to cancel the Request for Tenancy Approval (RFTA), the term of the voucher will be reinstated the date the FHC receives notice the RFTA is cancelled by the family.

7.4.3 Termination of Housing Choice Vouchers

FHC will, if deemed necessary, terminate vouchers due to lack of sufficient funding for the program. Such action will not be taken until proper notice is provided to the local HUD field office.

FHC will terminate vouchers starting with the last participants admitted to the program and working back until funding levels are met. Those families designated as elderly or disabled will be protected from these actions. Individuals affected by this action will be placed back on the HCV waiting list and given priority based on the date and time of original application. Upon receiving adequate HUD funding, the families affected by this misfortune will be re-issued vouchers on the HCV program.

The specified category of families whose vouchers are terminated due to lack of funding will be provided an opportunity to take preference on the waiting list for Public Housing or the option to transfer to an available housing unit of equal bedroom size, in FHC specified development sites. Those eligible will also be offered opportunity to port out to another housing authority if they are absorbed into their program.

7.5 Subsidy Standards

Link: [24 CFR 982.401\(d\)](#)

FHC does not determine who shares a bedroom or sleeping room. The unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

7.5.1 Subsidy Standards Chart

Link: [24 CFR 982.402](#)

The standards listed below are consistent with HUD requirements and serve as general guidelines when FHC determines the unit size on the family's voucher:

Voucher Unit Size	Persons in Household Minimum Number	Persons in Household Maximum Number
0-BR	1	1
1-BR	1	2
2-BR	2	4
3-BR	3	6
4-BR	4	8
5-BR	5	10
6-BR	6	12

FHC generally assigns one bedroom to two people (excluding head of household and spouse) and will also consider the following conditions when determining the unit size designated for the family's voucher:

- Medical reasons and the presence of a live-in aide.
- Two minor children regardless of age or gender difference will be allocated one bedroom.
- Authorized live-in aides will be allocated a separate bedroom. No additional bedrooms will be provided for the live-in aide's family.
- Foster children will be included in determining unit size only if they will be in the unit for at least six (6) consecutive months.
- Space may be provided for a child who is away at school, but who lives with the family during school recess.

- A household in which the parent shares joint custody of a dependent child will include the child on the lease and will be counted for purposes of establishing occupancy standards for unit size if:
 - The head of household is legally entitled to physical possession of the child more than 51% of the time; and
 - The child actually physically resides in the unit with the head of household more than 51% of the time; and
 - If the child is school age, the head of household is listed as the legal guardian on the child's school enrollment documentation, and the address of record is the head of household's address.

A total of two additional members per living/sleeping area may be approved at the request of the participant. FHC will only grant increases in voucher size in cases of birth, adoption, court awarded or other legally documented custody.

FHC will consider granting exceptions to the occupancy standards at the family's request if FHC determines, in its sole discretion, the exception is justified by the relationship, age, sex, health or disability of family member or other personal circumstances. All requests for exceptions to the occupancy standards must be submitted in writing.

An exception may be granted to allocate a separate bedroom to a family member, if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a reasonable accommodation for a person with disabilities. Written verification of disability and need for the medical equipment may be required by FHC prior to allocation of the separate bedroom.

7.5.2 Exceptions to Subsidy Standards

A participating family may request a subsidy exception at any time; however, if the family is in the first term of the lease, or in a lease other than month-to-month, or is not eligible for move for any other reason, the request may be denied based upon the family's ineligibility to move at the time of the request.

7.5.3 Unit Size Selected by Family

The family may select a different size unit than that listed on the voucher; however, the unit must meet housing quality standards, have a reasonable rent, and the rent must be less than 40% of the family's adjusted income at initial leasing. When calculating the Housing Assistance Payment (HAP), FHC will apply the payment standard and utility allowance for the lower of:

- The unit size shown on the voucher, or
- The size of the actual unit selected by the family.

7.5.4 Under-Housed and Over-Housed Families

If a unit does not meet HQS space standards due to an increase in family size or change in family composition, FHC will issue the family a voucher to move to an appropriate sized unit. HQS requirements permit a maximum of two persons per living or sleeping room in the units.

Families will not be required to use rooms other than bedrooms for sleeping purposes in the Voucher size determination. Participants may elect to use other areas of the unit as living/sleeping areas in determining the total number of persons eligible to live in the unit as a result of the family's request to add household members. A total of two additional members per living/sleeping area may be approved at the request of the participant. FHC will only grant increases in voucher size in cases of birth, adoption, court awarded or other legally documented custody.

FHC will also notify the family of the circumstances under which an exception will be granted, such as:

- If a family with a disability is under-housed and in an accessible unit.
- If a family requires the additional bedroom because of a health problem that has been verified by the FHC, and is considered a reasonable accommodation

7.6 Security Deposit

Links: [24 CFR 982.313 \(a\) and \(b\)](#)

The owner may collect a security deposit from the participant. The deposit must be reasonable based on local security deposits charged, those charged by the owner for other assisted and non-assisted units and in compliance with State of Michigan's law.

7.7 Separate Agreements

Links: [24 CFR 982.451\(b\)\(4\)](#); [24 CFR 982.510\(c\)](#)

The FHC permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease. Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.

Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

7.8 Initial Rent Burden

At initial lease, the family's rent cannot be more than 40% of the family's adjusted income. At the family's request, FHC will negotiate with the owner to reduce the rent. If the rent is not lowered to at or below 40% of the adjusted income, the family may not lease the unit.

7.9 Disapproval of RFTA

If FHC determines that the Request for Tenancy Approval cannot be approved for any reason the owner and the family will be notified. FHC will instruct the family of the steps that are necessary to approve the RFTA.

If an RFTA is not approved and the voucher has not expired, FHC will furnish another RFTA to the family to continue searching for eligible housing.

7.10 Owner Disapproval

Links: [24 CFR 982.54d\(8\)](#); [982.306;982.161\(a\)](#)

FHC may disapprove the owner for any of the following reasons:

- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- The owner has engaged in any drug-related criminal activity or any violent criminal activity;
- The owner has a history or practice of non-compliance with the HQS for units leased under the participant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- The owner has a history or practice of failing to terminate tenancy of participants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the participant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other participants; (ii) Threatens the health or safety of other participants, of employees of the FHC, or of owner employees or other persons engaged in management of the housing; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity;
- The owner has a history or practice of renting units that fail to meet state or local housing codes; or
- The owner has not paid state or local real estate taxes, fines, or assessment.
- When HUD has informed FHC that disapproval is required because:
 - Owner has been disbarred, suspended, or subject to a limited denial of participation

- Federal government has instituted an administrative or judicial action against the owner for violating the Fair Housing Act or other federal equal opportunity requirements and such action is pending;
- Court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

Before imposing any penalty against an owner, FHC will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, FHC may debar or suspend the owner from future participation in the. FHC may terminate some or all contracts with the owner.

The FHC must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the FHC (except a participant commissioner)
- Any employee of the FHC, or any contractor, subcontractor or agent of the FHC, who formulates policy or who influences decisions with respect to the programs
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. The FHC must submit a waiver request to the appropriate HUD Field Office for determination. Any waiver request submitted by the FHC must include the following:

- Complete statement of the facts of the case;
- Analysis of the specific conflict of interest provision of the HAP contract and justification as to why the provision should be waived;
- Analysis of and statement of consistency with state and local laws. The local HUD office, the FHC, or both parties may conduct this analysis. Where appropriate, an opinion by the state's attorney general should be obtained;
- Opinion by the local HUD office as to whether there would be an appearance of impropriety if the waiver were granted;
- Statement regarding alternative existing housing available for lease under the HCV program or other assisted housing if the waiver is denied;
- If the case involves a hardship for a particular family, statement of the circumstances and discussion of possible alternatives;
- If the case involves a public official or member of the governing body, explanation of his/her duties under state or local law, including reference to any responsibilities involving the HCV program;

- If the case involves employment of a family member by the FHC or assistance under the HCV program for an eligible FHC employee, explanation of the responsibilities and duties of the position, including any related to the HCV program;
- If the case involves an investment on the part of a member, officer, or employee of the FHC, description of the nature of the investment, including disclosure/divestiture plans.

Where the FHC has requested a conflict of interest waiver, the FHC may not execute the HAP contract until HUD has made a decision on the waiver request.

In considering whether to request a conflict of interest waiver from HUD, the FHC will consider certain factors such as consistency of the waiver with state and local laws, the existence of alternative housing available to families, the individual circumstances of a particular family, the specific duties of individuals whose positions present a possible conflict of interest, the nature of any financial investment in the property and plans for disclosure/divestiture, and the possible appearance of impropriety.

CHAPTER 8 - Housing Quality Standards and Inspections and Rent Reasonableness

Links: [24 CFR 982.305](#); [982.401](#); [982.405\(b\)](#); [HOTMA §101\(a\)\(1\)](#)

FHC performs four types of inspections:

- Initial Inspections
- Biennial Inspections
- Special/Complaint Inspections
- Quality Control Inspections

FHC adheres to Housing Quality Standards (HQS) standards as established in 24 CFR 982.401 to perform all required inspections. Interpretative guidance for HQS acceptability criteria is taken from Form HUD 52580-A dated 9/00, the HUD Housing Inspection Manual and FHC Inspection Policy and Procedure memoranda. FHC may also accept an alternate inspection from FHC-approved entities (e.g. city code) if FHC can reasonably determine from the result of that inspection that the unit would meet Housing Quality Standards.

FHC may rely on an alternative inspection (an inspection conducted for another housing program) provided FHC obtains the results of the alternative inspection and if HCV units are included in the population of that housing program's unit population. Alternative housing program inspections include:

- HOME Investment Partnerships
- Low-Income Housing Tax Credits housing
- Inspections performed by HUD

Units in mixed-finance properties assisted with project based vouchers will be inspected at least triennially. FHC will maintain reports for inspections conducted using an alternative inspection method for at least three years from the date of the latest inspection.

8.1 Inspection Charges

Link: [PIH Notice 2016-05](#)

FHC has established a reasonable fee of \$75.00 to owners for a re-inspection if an owner notifies FHC that a repair has been made or the timeframe to make the repair has passed, and a re-inspection reveals any deficiency cited in the previous inspection that the owner is responsible for repairing. The owner may not pass this fee on to the participant. The owner must pay FHC the fee within 30 days of the fee notice or the HAP contract may be terminated.

The FHC is required to provide supporting documentation for any charges for re-inspections.

8.2 Initial Inspections

The owner or owner's representative must be present at the initial inspection and any re-inspection. The applicant is permitted but not required to be present. All utilities must be in service at the initial inspection or the inspection will fail. For the re-inspection, the utilities must be turned on.

The unit must have an operating oven, a stove or range, and refrigerator, which may be supplied by the owner or family. If the participant is responsible for providing the stove and/or refrigerator, FHC will allow the stove and/or refrigerator to be placed in the unit after the passed inspection. The FHC will only execute the HAP contract following receipt of a signed certification from the family that the appliances are in the unit and working. FHC may conduct a confirmatory inspection to check the appliances.

FHC will conduct the initial inspection after receiving a completed RFTA from the family and the unit is ready for inspection.

If the unit fails the initial HQS inspection, the owner will be notified of the deficiencies. The owner is required to contact FHC within 10 business days of the initial inspection to advise the repairs have been made. If the unit fails the re-inspection, the family must select another unit. FHC may agree to conduct a second re-inspection when requested and there is good cause to grant the request.

FHC may deny a contract for a unit if the unit has a history of failed inspections for major infractions within the past 24 months. Major infractions include, but are not limited to failing paint issues, plumbing or sewage, heat or hot water, flooding or leaks at window or roofs, gas leaks, or ongoing electrical malfunctions, and evidence by previous participant tenants of excessive utility bills or other such infractions. A minimum of three or more complaint inspections or repeated failures during annual, quality control or complaint inspections in a 24-month period where major infractions were cited, or where ongoing HQS violations are documented may be cause for denial of a new contract or termination of an

existing contract. Owners are encouraged to inspect their property periodically during the term of the HAP contract to insure compliance.

8.2.1 Approval of Tenancy with a failed HQS Initial Inspection

Under no circumstance will the FHC approve tenancy if the unit fails the initial inspection. All deficiencies regardless how minor must be completed prior to the approval of the unit or execution of the HAP contract. At FHC's sole discretion, a family may sign a Lease prior to the execution of the HAP contract due to minor deficiencies. Contract and payments will be sent until all repairs are completed.

FHC will not allow this provision to be exercised if there is the presence of deteriorated paint in units built before 1978 to be occupied by a family with a child under the age of 6.

For the purposes of this provision, "life-threatening conditions" are defined as conditions that would fail to meet the housing quality standards under 24 CFR 982.401 and do not meet the definition of life-threatening as the following:

(1) Gas (natural or liquid petroleum) leak or fumes. A life-threatening condition under this standard is one of the following: (a) A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking; or (b) a strong gas odor detected with potential for explosion or fire, or that results in health risk if inhaled.

(2) Electrical hazards that could result in shock or fire. A life-threatening condition under this standard is one of the following: (a) A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed; (b) a light fixture is hanging by its wires; (c) a light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day to day use of the unit; (d) a receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed; (e) a receptacle (outlet) or switch has a missing or damaged cover plate and electrical connections or wires are exposed; (f) an open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses; (g) a cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections; (h) any nicks, abrasions, or fraying of the insulation that expose conducting wire; (i) exposed bare wires or electrical connections; (j) any condition that results in openings in electrical panels or electrical control device enclosures; (k) water leaking or ponding near any electrical device; or (l) any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition.

(3) Inoperable or missing smoke detector. A life-threatening condition under this standard is one of the following: (a) the smoke detector is missing; or (b) the smoke detector does not function as it should.

(4) Interior air quality. A life-threatening condition under this standard is one of the following: (a) the carbon monoxide detector is missing; or (b) the carbon monoxide detector does not function as it should.

(5) Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting. A life-threatening condition under this standard is one of the following: (a) The chimney or venting system on a fuel fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gases; (b) a gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside; (c) a fuel fired space heater is not properly vented or lacks available combustion air; (d) a non-vented space heater is present; (e) safety devices on a fuel fired space heater are missing or damaged; or (f) the chimney or venting system on a fuel fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged which may cause improper or dangerous venting of gases.

(6) Lack of alternative means of exit in case of fire or blocked egress. A life-threatening condition under this standard is one of the following: (a) Any of the components that affect the function of the fire escape are missing or damaged; (b) stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency; or (c) the building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency.

(7) Other interior hazards. A life-threatening condition under this standard is a fire extinguisher (where required) that is missing, damaged, discharged, overcharged, or expired.

(8) Deteriorated paint, as defined by 24 CFR 35.110, in a unit built before 1978 that is to be occupied by a family with a child under 6 years of age. This is a life-threatening condition only for the purpose of a condition that would prevent a family from moving into the unit. All lead hazard reduction requirements in 24 CFR part 35, including the timeline for lead hazard reduction procedures, still apply.

(9) Any other condition subsequently identified by HUD as life threatening.

8.3 Biennial HQS Inspections

Link: [24 CFR 982.405\(a\)](#)

An adult family member or property owner must be present at the time of inspection. If an adult family member cannot be present on the scheduled date, the family must contact FHC to reschedule the inspection. Inspections may be rescheduled once.

If the family misses the first scheduled appointment without notifying FHC before the inspection, the FHC will automatically schedule a second inspection. If the family misses two scheduled inspections without FHC approval, the FHC will consider the family to have violated its obligation to make the unit available for inspection.

8.4 Special Inspections

The FHC will conduct a special inspection if the owner, family, or another source reports HQS violations in the unit. An adult family member must be present for the inspection. During a special inspection, FHC generally will inspect only those deficiencies that were reported. However, the inspector will record any

additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the FHC may elect to conduct a full inspection.

8.5 Quality Control Inspections

Link: [24 CFR 982.405\(b\)](#)

FHC will conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS. An adult family member must be present for the inspection.

8.6 Scheduling Inspections and Family Attendance

Link: [24 CFR 982.551\(d\)](#)

The family must allow the FHC to inspect the unit at reasonable times with reasonable notice. The family and owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections are generally scheduled during regular business hours Monday through Friday, but may be scheduled at other times for FHC and/or owner/family convenience. In the case of a life-threatening emergency, the FHC will give as much notice as possible, depending on the nature of the emergency.

8.6.1 Missed and Rescheduled Inspections

An owner is not allowed to cancel an annual, special or quality control inspection.

The family may only request to cancel and reschedule the annual inspection for good cause: e.g. unavoidable conflict, which seriously affects the health, safety or welfare of the family. FHC may require the family provide documentation in support of the request. The family may only cancel and reschedule the annual inspection and/or any subsequent re-inspections once. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 5 days.

FHC will process termination of family program assistance and inform the owner of contract unit termination when the following occurs:

- The family cancels, does not allow entry, or fails to have an adult present on two consecutive scheduled inspections.
- The family cancels or fails to be present at the first scheduled inspection and fails to reschedule the inspection.
- If the family does not allow entry, is not present for the inspection, or fails to have an adult present, the attempted inspection is considered a failed inspection.

8.7 Emergency Inspections

If a participant or government official reports a condition that is life-threatening, FHC will inspect the unit within 24 hours.

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, the FHC will determine if the failure is a life-threatening condition. Items considered life threatening or of an emergency nature include but are not limited to the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable smoke detectors

When life-threatening conditions are identified, the FHC will immediately notify both parties by telephone, fax or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of the FHC's notice.

When failures that are not life-threatening are identified, the FHC will send the owner and the family a written notification of the inspection results. The written notice will state that the re-inspection will occur within 30 days, without a FHC approved extension. The owner must contact FHC when the unit is ready for re-inspection within the 30-day time requirement.

The notice of inspection results will inform the owner that if life-threatening conditions are not corrected within 24 hours, and non-life threatening conditions are not corrected within the specified time frame (or any FHC-approved extension), the owner's HAP will be abated in accordance with FHC policy.

The FHC will make all HAP abatements effective the first of the month following the expiration of the FHC specified correction period (including any extension).

- The FHC will inspect abated units within 5 business days of the owner's notification that the work has been completed.
- Payment will resume effective on the day the unit passes inspection.
- The maximum length of time that HAP may be abated is 90 days.
 - However, if the owner completes corrections and notifies the FHC before the termination date of the HAP contract, the FHC may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

If the owner is unable to gain access to the unit to make repairs due to the family's lack of cooperation, the owner enforces the lease and advise FHC of the lease violation.

In the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any FHC-approved extension, if applicable) the family's assistance will be terminated in accordance with FHC policy.

8.8 HQS Certifications

Link: [24 CFR 982.404\(a\)\(3\)](#); [Notice PIH 2011-29](#)

At FHC's sole discretion, FHC will either complete a re-inspection or allow the owner and participant to submit a Certification of Work Completed Notice.

If the owner is eligible to submit a Certification of Work Completed Notice, the Certification must be submitted to FHC within 30 days (24 hours for emergency repairs) of the failed inspection, must also contain the participant's signature, and documentation of the completed work must be attached, i.e. receipts, pictures, etc. Units where verification of repair by self-certification and/or photographs are used, may be subject to additional quality control inspections.

It is the owner's responsibility to obtain the participant's signature on the Certification and to submit the form to FHC within 30 days (24 hours for emergency repairs) of the date of the first inspection, unless an extension is granted.

FHC may utilize a Certification of Work Completed Notice when the repairs required are minor. The unit is not eligible for a Certification and must be re-inspected in the following circumstances:

- The owner is on the Re-inspection Required List
- The unit has numerous failed items
- The fail is an emergency, 24-hour repair item
- The failed item(s) are of a serious or suspicious nature
- At FHC's discretion

HQS certifications will not permitted for initial inspections. The FHC will determine on a case-by-case basis if certification will be allowed for any special or emergency inspections.

8.9 Extensions

Link: [24 CFR 982.404](#)

FHC will not grant extensions for life-threatening conditions. For conditions that are not life-threatening, the FHC may grant an exception for correcting the failed item(s), if the FHC determines that an extension is appropriate. Extensions will be granted in cases where the FHC has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

- A repair cannot be completed because required parts or services are not available.
- A repair cannot be completed because of weather conditions.
- A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case by case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

Extension request must be submitted in writing prior to deadline. Extension request are subject to denial. If the FHC denies an extension request, the landlord will be required to make repairs within the thirty (30) timeframe originally prescribed. Written extension request may be hand-delivered, mailed, e-mailed or fax. The FHC will not be held responsible for any third-party delivery services delivering documentation within specified timeframe.

8.10 Family Responsibilities

Link: [24 CFR 982.551\(d\)](#), [24 CFR 982.404\(b\)](#)

The family is responsible for correcting inspection failures caused by:

- Family-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.
- Infestation and damage to the unit caused by infestation due to housekeeping.

FHC will terminate the family's assistance if the family:

- Fails to correct a violation within the period allowed by the FHC (and any extensions);
- Fails to allow the owner entry into the unit to complete repairs.

8.11 Owner Responsibilities

Link: [CFR 985.3\(f\)](#)

The owner is responsible for all HQS violations not listed as a family responsibility above. In order for a unit that has failed two consecutive inspections to be scheduled for a third inspection the owner must

provide FHC with written certification that all deficiencies have been corrected. Only upon receipt of this certification will additional inspections be scheduled. When inspection deficiencies are the Owner's responsibility, the FHC will charge the Owner a non-refundable reasonable fee of \$75.00 for conducting a third re-inspection. The reasonable fee must be paid to FHC prior to scheduling the third re-inspection and any other inspections after that inspection. FHC requires that the Owner or an authorized representative of the Owner participate in such re-inspections.

8.12 Lead Safe Housing Rule

In compliance with PIH Notice, 2017-13, for HCV units, when child under six (6) is identified with an elevated blood lead level (EBLL), the FHC and owner must take certain steps. The FHC will be the designated party to ensure compliance with all regulations. This includes the same steps as for public housing, except that the owner is responsible for some of the steps.

The FHC will be held responsible for verifying cases of EBLL, conduct environmental investigation, monitor owner's compliance and ensuring owner completes and clears the control of lead-based paint hazards identified.

The FHC may collaborate with the owner on the response, including providing the names of qualified and certified lead hazard control contractors, providing for the clearance examination, and ensuring notification to other residents in a multi-unit property.

8.13 Rent Reasonableness

Link: [24 CFR 982.507](#); [982.305\(a\)](#); [982.505 9\(c\)\(3\)](#)

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent determined by FHC. Rent reasonableness determinations may be completed by FHC at any time and will be completed:

- At initial lease up
- When an owner requests a rent increase
- If the FMR is decreased by 10% or more

FHC will determine and document on a case-by-case basis that the approved rent:

- Is reasonable in comparison to rent for other comparable, unassisted units in the market, and
- Does not exceed rents currently charged by the same owner for an equivalent assisted or unassisted unit in the same building or complex.

8.13.1 Decreases in the Fair Market Rent:

In the event that HUD FMRs' decrease, FHC will allow families that are currently under a HAP contract to continue to use the payment standard in effect for the current lease. However, in the event that the

family moves to a new unit or in the event that the owner requests a rent increase, the new or current payment standard will be applied to the voucher.

Families under a HAP contract at the time of the decrease in the payment standard, the new decreased payment standard would be applied to those families' subsidy calculations at their second regular reexamination following the decrease in the payment standard amount.

8.13.2 Methodology

The FHC collects and maintains data on market rents in the FHC's jurisdiction (Genesee and St. Clair counties) for unit rent reasonableness utilizing GoSection8.com, other web-based services or inquiries of owners, owner information listed on the RFTA, and other available sources. The data is maintained by bedroom size and market areas. Market areas may be defined by zip codes, census tract, neighborhood, and identifiable natural or man-made boundaries. The data is updated on an ongoing basis.

The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable unassisted units in the same market area. Because units may be similar, but not exactly like the unit proposed for HCV assistance, the FHC utilizes a simplified rent reasonableness system that compares similar units and includes and considers the HUD factors. Information is gathered on unassisted rental units in the FHC market area, and each unit is rated using the FHC's rent reasonableness system. Using an automated method, the average rents are identified for units of like size and type within the same market area. Attempts will be made to localize the unit within a small jurisdiction (under 2-5-mile radius). The average will be adjusted up or down based on the estimated dollar value of the comparable items in comparison with the total database.

- The adjustment will reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas).
- Adjustments may vary by unit type (e.g., a second bathroom may be more valuable in a three-bedroom unit than in a two-bedroom).
- The adjustment will reflect the rental value of the difference.

The FHC will notify the owner of the unit's rent reasonableness amount. The owner may submit information about other comparable units in the market area within 5 business days of FHC's notification. The FHC will confirm the accuracy of the information provided and consider this additional information when making final rent reasonableness determinations.

By signing the HAP contract and accepting each monthly HAP payment, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. FHC will not consider rent increase requests until after the initial occupancy period and only if the unit is not in failed HQS status.

CHAPTER 9 - Housing Assistance Payment Contract

Link: [Form HUD 52641-a](#)

FHC makes every effort to execute the HAP contract with the owner as quickly as possible on or after the unit passes inspection and all required documents have been submitted. Required documents include:

- Executed lease between the owner and the participant
- Ownership and tax documents stated in the RFTA section of this Plan

9.1 HAP Payments

Link: [24 CFR 982.451\(a\)\(5\)](#)

Once the HAP Contract is executed, FHC will process housing assistance payments to the owner. The HAP contract is not effective until the unit has passed HQS. FHC is not responsible for any part of the rent prior to the date the unit passes inspection and the HAP contract is fully executed.

FHC will make Housing Assistance Payments to the owner in accordance with the HAP Contract, as long as the family continues to occupy the unit and the contract is not in violation. By accepting the monthly HAP payment, the owner certifies that: the family is still in the unit, the owner is in compliance with the contract, the unit is HQS compliant, and that the rent to the owner is not more than the rent charged by the owner for comparable unassisted units.

The Housing Assistance Payment to the owner may never exceed the rent charged by the owner, and is the lower of the:

- Payment Standard minus the Total Participant Payment, or
- Gross rent minus the Total Participant Payment.

Late payment of HAP to the owner is subject to the late fees specified in the owner's lease. FHC is not responsible for payment of late fees caused by:

- The participant's late payment of rent
- Late HUD fund transfer
- HAP payments on hold (HQS, etc.)
- Any other HUD allowed reason and circumstances beyond FHC control.

Owner payments will be placed on hold if:

- The unit fails HQS
- Ownership of the unit has changed
- Unit ownership is in question
- Any other reason FHC determines that the HAP contract may have been breached

9.2 Owner Rent Increases

Link: [24 CFR 982.308\(g\)\(4\)](#); [982.309\(a\)\(3\)](#)

After the initial lease period, the owner may request a rent increase according to the terms in the lease. All rent increases must be submitted in writing to FHC by the owner, along with a copy of the rent increase notice to the participant. The owner must provide 60 days advance notice to the participant and the rent increase must be requested on the FHC Rent Increase Form or other approved form from the FHC.

FHC will advise the participant and owner if the rent increase is approved upon receiving the request from the owner. If approved, the rent adjustment will be effective the first day of month on or after the contract anniversary date or 60 days following receipt of the owner request on the first of that month, whichever is later. If the rent is not reasonable and the owner is unwilling to negotiate an approvable rent amount, the participant will be issued a voucher to move and the HAP contract will be terminated.

FHC may, due to HUD funding constraints, limit and/or suspend rent increases.

9.3 Unit Ownership Changes

FHC must receive a written request by the initial owner in order to change the HAP Contract payee and/or the address to which payment is to be sent. FHC will process a change of ownership provided the following documents are received from the new owner:

- Proof of ownership, i.e. copy of escrow statement, deed of trust, or other document showing the transfer of title.
- Completed W9 with Social Security or Employee Identification Number
- In cases where the owner has elected to utilize the services of a property management company or has otherwise designated an agent to act on his/her behalf, FHC may request a copy of the management or agent agreement, a statement from the owner identifying the individual/s authorized to execute HAP Contracts on his/her behalf in addition to proof of ownership documentation.
- FHC utilizes direct deposit as the method of payment of HAP obligations. Owners are required to provide a Tax Identification Number (TIN) or a Social Security Number that matches their banking information. FHC will not enter into a contract where the owner is unable to establish a TIN/SSN that matches names or entities identified on ownership documents or where the owner elects not to accept direct deposit.
- Owner Certification
- The effective date of the HAP contract assignment;
- A written agreement to comply with the terms of the HAP contract; and
- A certification that the new owner is not a prohibited relative.

- When a change in ownership occurs, the new owner legally assumes the current lease and the current HAP contract. At FHC's or the new owner's request a new HAP contract may be executed, however the lease terms remain the same and new HAP term matches the existing lease.

9.4 HAP Contract Terminations

Link: [24 CFR 982.311\(b\)](#)

All terminations of a HAP contract initiated by FHC will be sent in writing to the owner and family. Automatic termination of HAP payments result when:

- A family vacates the unit either in violation of the lease or by mutual agreement with the owner before termination of the lease/contact
- The lease is terminated by the owner or the family
- The owner will not renew the HAP contract or extend the current lease
- The sole participant dies
- There has been no HAP for 180 calendar days
- FHC terminates assistance for the family
- HQS space requirements are not met or the unit failed HQS and has not been repaired in the required timeframe
- Owner violations of the HAP contract
- Family obligation violations

FHC may terminate the HAP contract when HUD funding is insufficient.

No future subsidy payments on behalf of the family will be made by FHC to the owner after the month in which the Contract is terminated. The owner must reimburse FHC for any subsidies paid by FHC for any period after the contract termination date.

If the family continues to occupy the unit after the HAP contract is terminated, the family is responsible for the total amount of rent due to the owner.

The owner may terminate the lease at the end of the lease term or at any time for lease violations. The owner must use the termination proceedings as prescribed in the lease and contract; the owner can:

- Institute court action, using the grounds for eviction cited in the lease;
- Try to obtain a mutual rescission of the lease with the participant. The mutual rescission must be signed by both parties and indicate the reason for the rescission.
- Issue proper notice not to renew the Lease Agreement.

If the owner has begun eviction and the family continues to reside in the unit, FHC will continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the family. HAP payment will stop the first of the month following the legal eviction or the date the family moves from the unit whichever is earlier.

If an eviction is due to other than lease violations and if FHC has no other grounds for the family's termination of assistance, and if the family is eligible to move; FHC may issue a new voucher to the family.

The owner may not terminate tenancy for the FHC's failure to pay the housing assistance payment.

CHAPTER 10 - Verifications

Links: [24 CFR 982.516](#), [24 CFR 982.551](#), [24 CFR 5.230](#), [24 CFR 5.609\(d\)](#); [Notice PIH 2010-19](#); [Notice PIH 2013-23](#), [HCV GB p5-17](#),

The family must supply any information that FHC or HUD determines necessary to the administration of the program and must consent to the FHC verification of that information. All adult applicants and participants must sign the [HUD-9886, Authorization for Release of Information](#). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Failure to sign consent forms will result in denial of admission for applicants and lease termination for participants. The family will be informed of the denial or termination in accordance with FHC policies, and will be provided information on requesting an informal hearing.

10.1 Methods of Verification

Link: [Notice PIH 2010-19](#); [Notice PIH 2013-23](#)

FHC uses HUD's hierarchy of verifications, in the following order:

- Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Up-front Income Verification (UIV) using a non-HUD system
- Written Third Party Verification provided by applicant or participant
- Written Third-party Verification Form
- Oral Third-party Verification
- Self-Certification

10.1.1 EIV Verification Process

Link: [24 CFR 5.233](#)

The FHC uses HUD's Enterprise Income Verification (EIV) system to verify participant employment, earned income, unemployment benefits, and social security (SS), and supplement security income (SS) benefits information at annual and interim re-certifications. The FHC will also use HUD's EIV system to monitor potential duplicate subsidies, deceased individuals, household member identity, under and non-reported income, and immigration status.

The FHC will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process: HUD's EIV system.

10.1.2 Requirements for Non-EIV Verifications

The FHC's requirements for non-EIV verifications provided by the applicant or participant are:

- Any third party documents supplied by the applicant or participant used for verification must be original or authentic documents and must be dated within 60 days of the request date. The documents must not be damaged, altered or in any way illegible.
- Print-outs from web pages are considered acceptable documents.

- The FHC staff member who views the document will make a photocopy, note the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

10.1.3 Third Party Written Verifications

Third-party verification forms will be sent when third-party verification documents are unavailable or are rejected by the FHC and will be sent directly to the third party.

The FHC will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$5,000 annually **and** the family has original documents that support the declared amount.

The FHC also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense **and** the family has original documents that provide the necessary information.

10.1.4 Third Party Oral Verifications

FHC staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

10.1.5 Family Self-Certifications

Link: Notice [PIH 2013-03](#)

The documents in the application packet and annual re-certification packet serve as the family's self-certifications. When the FHC is unable to obtain third-party verification, the FHC will document in the family file the reason that third-party verification was not available. When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the FHC. FHC may require the family to certify that a family member does not receive a particular type of income or benefit. The self-certification must be made in a format acceptable to the FHC and must be signed by the family member whose information or status is being verified.

10.2 Excluded Income Verifications

Link: [Federal Register 12/14/12](#)

Fully excluded income (e.g. food stamps, etc.) no longer requires verification and is not required to be reported on the HUD 50058.

10.3 Eligibility Verifications

The following information will be verified to determine qualification for admission and continued occupancy to FHC's housing:

- Household composition, demographics and type (Elderly/Disabled/Non-elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Income
- Social Security Numbers of all household members
 - Pending disclosure and documentation of social security numbers, the FHC will allow the family to retain its place on the waiting list for 90 days. If not all household members have disclosed their SSNs at the next time a voucher becomes available, the FHC will offer a voucher to the next eligible applicant family on the waiting list.
 - Citizens and lawfully present noncitizens who state that they have not been assigned an SSN by the SSA will make such declaration in writing and under penalties of perjury to FHC.
 - If the family provides an unacceptable document, the FHC will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the FHC within 60 days.
 - If the family certifies that the required evidence is temporarily unavailable and it needs more time, the FHC may provide an extension of up to 30 days to submit evidence of eligible status, if the family has submitted the required declaration of eligible immigration status. To obtain an extension, the family must also certify that prompt and diligent efforts will be undertaken to obtain the evidence.
 - Once an individual's status is classified as "verified" in HUD's EIV system, the FHC may remove and destroy copies of documentation accepted as evidence of social security numbers.
- Applicant Criminal History Information
- Citizenship or eligible immigration status

10.4 Legal Identity Verification

The FHC will require families to furnish verification of legal identity for each household member. A photo ID is required for each adult family member. Legal identity will be verified at application and on an as needed basis. Only the following identify documents are acceptable, in addition to the photo ID for each adult:

- Adults: Birth Certificate or Naturalization Papers
- Children: Birth Certificate, Adoption Papers, Court Award documents, Social Service Agency Award documents

10.4.1 Marriage Verification

A marriage certificate is required to verify that a couple is married. In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (filing joint income tax returns, joint bank statements, etc.).

10.4.2 Separation or Divorce Verification

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

10.4.3 Adult Member Absence Verification

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., lease at another address or utility bill).

10.4.4 Foster Children and Foster Adults Verification

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

10.4.5 Student Status Verification

The FHC requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family claims full-time student status for an adult other than the head, spouse, or co-head; or
- The family claims a child care deduction to enable a family member to further his or her education; or
- The family includes a student enrolled in an institution of higher education.

10.4.6 Student Head of Households

Link: [Federal Register / Vol. 81, No. 183 / Wednesday, September 21, 2016 / Notices](#)

FHC may provide housing assistance to Independent Student Head of Households who are defined by meeting one of the following characteristics:

- The individual is 24 years of age or older;
- The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;

- The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
- The individual is a veteran of the Armed Forces of the United States (as defined in subsection (c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes;
- The individual is a graduate or professional student;
- The individual is a married individual

FHC will verify the Student Head of Household using the following:

- Previous address information to determine evidence of a separate household, or verifying the student meets the U.S. Department of Education's definition of "independent student";
- Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of "independent student"; and
- Written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income. (Except if the student meets the Department of Education's definition of "independent student"

10.4.7 Disabled Status Verification

For family members claiming disability who receive disability payments from the SSA, the FHC will use HUD's EIV system to verify the disability. If documentation from HUD's EIV System is not available, the FHC will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the FHC will ask the family to request a benefit verification letter by either calling the SSA at 1-800-772-1213, or by requesting it from www.ssa.gov.

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability.

10.4.8 US Citizens and Nationals

Family members who claim US citizenship or national status will be required to provide additional documentation such as a birth certificate.

10.5 Verification of Income

Link: Link: [24 CFR 960.259](#), [982.516](#)

10.5.1 Wage Verification

The FHC requires two current and consecutive paystubs for determining annual income from wages. If paystubs are not available, the FHC will accept an authentic document on employer letter head that states wages for previous 60 days, or an employer payroll print out.

10.5.2 Tip Income Verification

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certification of tips received for the prior year and estimated tips anticipated to be received in the coming year.

10.5.3 Bonus Income Verification

For persons who regularly receive bonuses or commissions, the FHC will verify and then average amounts received for one year preceding admission or re-certification. The FHC will consider justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the FHC will count only the amount estimated by the employer.

10.5.4 Business and Self Employment Income Verification

Business owners and self-employed persons will be required to provide:

- An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes in the preceding year. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.
- The FHC will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.
- At any re-certification the FHC may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.
- If a family member has been self-employed less than three months, the FHC will accept the family member's certified estimate of income and schedule an interim reexamination in three months.
- If the family member has been self-employed for three to twelve months the FHC will require the family to provide documentation of income and expenses for this period and use that information to project income.

10.5.5 Social Security and SSI Benefits Verification

To verify the SS/SSI benefits of participants, the FHC will obtain information about social security/SSI benefits through HUD's EIV system. If the participant disputes the EIV-reported benefit amount, or if

benefit information is not available in HUD systems, the FHC will request a current SSA benefit verification letter from each family member that receives social security benefits.

If a family member is unable to provide the document, the FHC will help the participant request a benefit verification letter from SSA's Web site at www.socialsecurity.gov or ask the family to request one by calling SSA at 1-800-772-1213. Once the family has received the benefit verification letter, it will be required to provide the letter to the FHC.

10.5.6 Alimony and Child Support Verification

FHC verifies alimony and child support differently depending on whether the family declares that it receives regular payments. If the family declares that it receives regular payments, verification will be sought in the following order.

- If payments are made through a state or local entity, FHC will request copy of **the receipts and/or payment stubs for the 90 days prior** to FHC request and request that the entity disclose any known information about the likelihood of future payments.
- Copy of the latest check and/or payment stubs
- Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- Third-party verification form from the person paying the support
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received

If the family declares that it receives irregular or no payments, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

- A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts
- If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

10.5.7 Zero Income Verification

The FHC will check EIV to determine zero income. FHC will require all adult family members to execute verification forms to determine that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. FHC may also require all adults residing in the household to sign a Release allowing FHC to obtain a certified copy of any tax return submitted to the IRS.

10.5.8 Student Financial Assistance

Link: [24 CFR 5.609\(b\)\(9\)](#)

For a student subject to having a portion of his/her student financial assistance included in annual income, the FHC will request written third party verification of both the source and the amount. Documents requested include:

- Family provided documents from the educational institution attended by the student
- Documents generated by any other person or entity providing such assistance, as reported by the student.
- Written verification of the student's tuition amount.

10.5.8.1 Verification of Parental Income of Students Subject to Eligibility Restrictions

If the FHC is required to determine the income eligibility of a student's parents, the FHC will request an income declaration and certification of income from the appropriate parent(s). The FHC will send the request directly to the parents, who will be required to certify to their income under penalty of perjury. The parents will be required to submit the information directly to the FHC. The required information must be postmarked within 15 business days of the date of the FHC's request or within any extended timeframe approved by the FHC.

The FHC reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to Internal Revenue Service tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters and other official and authentic documents from a federal, state, or local agency.

10.6 Verification of Assets

Link: [24 CFR 960.259](#), [982.516](#), [Notice PIH 2016-05](#)

For a family with net assets equal to or less than \$5,000, the FHC may accept the family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.

The FHC will obtain third-party verification of assets at eligibility determination and every three years thereafter.

10.6.1 Assets Disposed of for Less Than Fair Market Value Verification

FHC accepts the family's self-certification of whether any assets have been disposed of for less than fair market value in the past two years. The FHC needs to verify only those certifications that warrant documentation. The FHC will verify the value of assets disposed of only if:

- The FHC does not already have a reasonable estimation of its value from previously collected information, or
- The amount reported by the family in the certification appears obviously in error.

10.6.2 Income from Rental Verification

The family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current participant
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the FHC will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

10.6.3 Retirement Account Verifications

The FHC will accept written third-party documents supplied by the family as evidence of the status of retirement accounts.

Before retirement, the FHC will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, the FHC will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, the FHC will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

10.7 Verification of Expenses

10.7.1 Medical Expenses

Medical expenses will be verified by written third-party documents provided by the family, such as pharmacy printouts or receipts. The FHC will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The FHC will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

FHC will also accept written third-party verification forms. The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

When anticipated costs are related to on-going payment of medical bills incurred in past years, the FHC will verify:

- The anticipated repayment schedule
- The amounts paid in the past, and
- Whether the amounts to be repaid have been deducted from the family's annual income in past years

10.7.2 Disability Assistance Expenses

Expenses for attendant care will be verified through:

- Written third-party documents provided by the family, such as receipts or cancelled checks.
- Third-party verification form signed by the provider, if family-provided documents are not available.

Expenses for auxiliary apparatus will be verified through:

- Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.
- Third-party verification form signed by the provider, if family-provided documents are not available.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

To verify the family member enabled to work, the FHC will verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work. FHC will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member(s) to work. To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

10.7.3 Child Care Expense Verification

The family is required to certify that the child care expenses are not paid by or reimbursed to the family from any source. The FHC will verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

If a family member is seeking work, FHC will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment) or the FHC will request family-provided verification from the agency of the member's job seeking efforts to date and require the family to submit to the FHC any reports provided to that agency.

In the event third-party verification is not available, the FHC will provide the family with a form on which the family member must record job search efforts. The FHC will review this information at each subsequent re-certification for which this deduction is claimed.

If the family member is furthering education, the FHC will request third-party documentation to verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

The FHC will seek third-party verification of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

The type of care to be provided is determined by the family, but must fall within certain guidelines.

- The FHC will verify that the type of child care selected by the family is allowable.
- The FHC will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).
- The FHC will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.
- The actual costs the family incurs will be compared with the FHC's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the FHC will request additional documentation to support a determination that the higher cost is appropriate.

CHAPTER 11 - ONGOING PROGRAM OPERATIONS

11.1 Annual Re-Certifications

Links: [24 CFR 982.516](#); [24 CFR 5.612](#)

The FHC will conduct a re-certification of income and family composition annually. The FHC will begin the annual re-certification process approximately 120 days in advance of the scheduled effective date. FHC may prescribe completion of annual reexaminations by mail, in person or electronically. FHC will provide the participant with all required certification materials to be completed within the specified time period. If the family size has changed, FHC will increase or decrease the voucher size as appropriate at the annual re-certification. The annual re-certification will be effective on the first of the month.

FHC will provide the participant with all required certification materials to be completed within the specified time period. The participant and all adult family members must complete and submit all the required documents within the specified period of time.

The current utility allowance schedule will be used to complete the annual re-certification.

If any documents are missing from the file (social security cards, birth certificates, citizen declaration forms, etc.) the participant is required to provide the documents upon request (at annual re-certification, interim certification, or at any time requested by FHC).

The annual re-certification will not re-verify eligibility income limits except where the Head of Household is a full time student.

FHC may follow up by telephone, email and/or require in-person appointments with participants, as needed to request additional information, seek clarification, review reexamination documents, and/or conduct quality control.

Participants will be provided up to two opportunities to complete the re-examination requirements within the prescribed timeframes. Persons with disabilities who require assistance completing required documents will be granted a reasonable accommodation to complete documents within prescribed timeframes. If all documents and information are not submitted to FHC within the timeframe, and any allowed extensions, the voucher will be terminated effective on the participant's reexamination effective date for the family's failure to comply with their family obligations. Termination processes begin after one failure to return mailed documents plus one missed appointment, two missed appointments, or other opportunities as provided (e.g. on-line, via telephone, mail, etc.).

11.1.1 Streamlined Income Determinations

Link: [Notice PIH 2016-05](#)

For any family member with a fixed source of income, or where the fixed income comprises greater than 90% of the total household income, the FHC may determine that income using a streamlined income determination by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

A family member with a fixed source of income is a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources: Social Security, Supplemental Security Income, Supplemental Disability Insurance; federal, state, local, or private pension plans; annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or any other source of income subject to adjustment by a verifiable COLA or current rate of interest.

FHC will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount and will verify the COLA or current interest rate from a public source or through tenant-provided, third party-generated documentation. If no such verification is available, then the FHC will obtain third-party verification of income amounts in order to calculate the change in income for the source.

For any family member whose income is determined by a streamlined income determination, the FHC will obtain third-party verification of all income amounts every 3 years.

11.2 Interim Reexaminations

Link: [24 CFR 960.257](#), [966.4](#)

The family must report changes in income expected to last more than thirty days and/or household composition to FHC within 14 calendar days of the change.

11.2.1 Changes to Household Composition

The family must inform the FHC of an addition of a family member as a result of birth, adoption, or court-awarded custody of a child or the removal of a family member from the household within 10 calendar days.

A participant family must request from FHC and upon approval of FHC, may add an additional adult family member to the household under the following circumstances:

- Cases of birth, adoption, court awarded or legally documented custody;
- Such member must be eligible for participation in the Housing Choice Voucher Program
- Such member has supplied documentation of Social Security Number prior to move-in.
- Such member's income must be considered in calculation towards rent; OR
- The addition of the family member shall be in consideration of a reasonable accommodation;

All other additions to participant families shall be considered only on a case-by-case basis and must be documented at the time such changes occur. A criminal background check is required for all requests to add adult household members or live-in aides to the household. FHC's prior approval of additions to the household is required. The FHC will not approve the addition of a new family member or household member unless the individual meets the FHC's eligibility criteria and documentation requirements. The FHC will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards. The FHC will conduct interim re-certifications to account for any changes in household composition that occur between annual re-certifications.

11.2.2 Interim Changes Affecting Income or Expenses

Interim re-certifications may be scheduled either because the FHC has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

The FHC will increase tenant's share due to the increase of income provided that the family did not accurately report income.

11.2.3 FHC-Initiated Interim Re-certifications

The FHC will conduct interim re-certifications in each of the following instances:

- An increase in income from zero income.
- If at the time of the annual re-certification, participant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the FHC will conduct an interim re-certification.
- The FHC may conduct an interim re-certification at any time in order to correct an error in a previous re-certification, or to investigate a participant fraud complaint.

The family must complete an Interim Change form and provide necessary information within 10 business days of the FHC request.

11.2.4 Interim Re-certification Effective Dates

If the participant rent is to increase:

- The increase generally will be effective on the first of the month following 30 days' notice to the family.
- If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement.

If the participant rent is to decrease:

- The decrease will be effective on the first day of the month following the month in which the change was reported and documentation was received.

The family will be notified of the new participant rent and effective date.

11.3 Family Moves

Link: [24 CFR 982.1\(b\)\(2\)](#)

A family may request to move to a new unit if:

- The initial term of the lease has expired and proper notice has been given to the landlord and to the FHC.
- Family does not have an outstanding balance to current landlord and the water/sewage bill is current (if family pays bills).
- For non-lease violations only: the owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family. The family must give the FHC a copy of any owner eviction notice and eviction for lease violation may result in termination from the program.
- The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to the FHC, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit.
- The FHC has terminated the assisted lease for the family's unit for the owner's breach of the HAP contract.
- The FHC determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition.
- The family is in good standing with FHC.
- The family does not owe FHC money.

Families are not permitted to move in the first year of the lease or while in any subsequent lease term. Families will not be permitted to move more than once in a 12-month period unless required to do so by FHC to meet HQS or other program objectives, to protect the health or safety, or in the case of an emergency.

Situations such as witness protection program, victim of violent crime, medical necessity, employment necessity, and landlord caused failed HQS, may necessitate a move in the first term of the lease, or in the term of a subsequent lease. The circumstances must be documented in writing and approved by FHC. The

owner and family must agree in writing to a mutual rescission of the lease in order for FHC to approve a move during the lease term. If the owner refuses to a mutual rescission, the family will not be allowed to move unless FHC otherwise determines VAWA or other health and safety provisions prevail.

11.3.1 Denial of Moves

Link: [Notice PIH 2016-09](#)

FHC will deny moves in the following circumstances:

- Applicants who are seeking to move under Portability who are not income eligible in the receiving PHA's jurisdiction.
- Participant families that have moved out of their assisted unit in violation of the lease. FHC will grant an exception to this in the situation where the only reason for the violation of the lease was due to circumstances surrounding being a victim or domestic abuse, dating violence or stalking.
- The FHC will deny a family permission to move on grounds that the FHC does not have sufficient funding for continued assistance if: (a) the move is to a higher cost unit (within FHC jurisdiction) or to a higher cost area (for portability moves); (b) the receiving PHA is not absorbing the voucher (applicable only to portability moves); and (c) FHC would be unable to avoid termination of current participants during the calendar year in order to remain within its budgetary allocation for housing assistance payments (including any available HAP reserves). This policy applies to moves within the FHC's jurisdiction as well as to moves outside it under portability.

In the event that FHC has denied a move due to insufficient funding, FHC will provide written notification to the local HUD Field office and to the family denying the request to move for this reason. FHC will advise the family that they may advise FHC if the request to move is due to a request for a reasonable accommodation or for protection due to domestic violence, dating violence or stalking (VAWA).

FHC will maintain a list of families who have been denied to move due to insufficient funding including the date of the original request and whether the request was due to a reasonable accommodation or VAWA. When funds become available, FHC provide families notice and will begin to process requests to move in the order received – from oldest to newest – with preference to families whose request to move was due to a reasonable accommodation or VAWA.

Families who do not respond to the notification that funds are again available and may again request to move will be removed from the list held by FHC.

11.3.2 Move Process

If the FHC has determined the family has met the conditions above, the family will be issued a voucher to move and provided any other necessary information. If the family and owner agree to extend the move date, the extension must be submitted to FHC in writing, signed by both the family and owner, must

include the new effective date of the move, and must be submitted before the original effective date of the move notice.

All actions regarding moves (Request for Tenancy Approval, owner approval, initial inspection, initial rent burden, rent reasonableness, voucher term, voucher extensions, etc.) are the same as stated elsewhere in this Plan.

FHC may limit moves at any time due to HUD funding constraints.

11.3.3 Duplicate Housing Assistance Payments with a Move

Link: [24 CFR 982.311\(d\)](#)

If a participant family moves from an assisted unit with continued participant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy. HAP payments to a former owner beyond the month of the move into a new unit must be recaptured by FHC and may not be kept by the former owner.

11.4 Portability

Link: [24 CFR 982.353\(b\)](#)

11.4.1 Outgoing Portability

Link: [24 CFR 982.353\(c\), \(d\); 982.355\(c\)\(1\)](#)

If the applicant did not live in FHC's jurisdiction at the time that the family's application for assistance was submitted, the family must lease a unit within the FHC's jurisdiction for at least 12 months before requesting portability. The FHC will consider exceptions to this policy for purposes of reasonable accommodation or reasons related to domestic violence, dating violence, sexual assault, or stalking.

Families must notify the FHC when they want to move out of the FHC's jurisdiction using the portability feature. Families that are new admissions to the HCV program must meet the income eligibility requirements both for FHC and also in the jurisdiction where the family intends to move to ("the Receiving PHA"). Participant families must also meet the income eligibility requirements in the area to which the family plans to move only (they will not be required to re-verify income eligibility with FHC). Families are informed of these requirements in the briefing session.

The FHC will approve no extensions to a voucher issued to an applicant or participant family porting out of the FHC's jurisdiction except under the following circumstances:

- the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving FHC; or

- the family decides to return to the initial FHC's jurisdiction and search for a unit there.

11.4.2 Incoming Portables

FHC may absorb or administer some or all incoming portable vouchers based on funding available.

If the FHC decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, the FHC will notify the initial PHA by the initial billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.

CHAPTER 12 - Denial of Assistance to Applicants and Termination of Assistance to Participants

Links: [24 CFR 982.552\(a\)\(2\)](#); [24 CFR 982.553\(a\)](#)

12.1 Evidence and Considerations

The FHC may consider all relevant circumstances in evaluating a decision to terminate or deny assistance. Evidence of criminal activity includes, but is not limited to engaging in and/or any record of convictions, arrests, or evictions for suspected criminal activity of household members within the past 5 years.

The FHC will use the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole show that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by FHC inspectors and/or investigators, and evidence gathered from the FHC incident reports.

The FHC will consider the following factors prior to making its denial or termination decision:

- Evidence of the applicant or participant's participation in or willingness to participate in social service or other appropriate counseling service programs
- In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully
 - The FHC will require the applicant/participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.
- Whether the cause of the unfavorable information may be that the applicant/participant is the victim of domestic violence, dating violence, sexual assault or stalking.
 - The FHC acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to a unit, a prior arrest record) that would warrant denial under the FHC's policies. Therefore, if the FHC makes a determination to deny admission to an applicant family, the FHC will include in its notice of denial/termination a statement of the protection against denial provided by VAWA A description of FHC confidentiality requirements.

- A request that an applicant/participant wishing to claim this protection submit to the FHC documentation meeting the specifications below with her or his request for an informal review for an applicant and an informal hearing for a participant.
- The existence of mitigating factors, such as loss of employment or other financial difficulties.
- If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of admission or termination of assistance, the FHC will determine whether the behavior is related to the disability. If so, upon the family's request, the FHC will determine whether alternative measures are appropriate as a reasonable accommodation. The FHC will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial or termination.

As a condition of receiving or keeping assistance, a family may agree to remove the culpable family member from the application or unit. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the HCV unit. An incarcerated culpable family member may not be an applicant, participant or guest for five years from incarceration release date. The family must present evidence of the former family member's current address upon FHC request.

12.2 Denial of Assistance

FHC is required to deny admission if the applicant has:

- Engaged in criminal activity
- FHC has reasonable cause to believe that a household member's current use or pattern of use of illegal drugs or current abuse or pattern of abuse of alcohol may threaten the health, safety, or right to a peaceful enjoyment of the premises by other participants.
 - In determining reasonable cause, FHC will consider all credible evidence, including but not limited to, any record of convictions, arrests or evictions of household members related to the use of illegal drugs or the abuse of alcohol. FHC may, at its discretion, also consider evidence from treatment providers or community-based organizations providing services to household members.
- Any member of the household has been evicted from federally assisted housing in the last 3 years for drug related criminal activity. A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.
- Any household member is currently engaged in or has engaged in the use of illegal drugs in the past three years. "*Currently engaged in*" is defined as any use of illegal drugs during the previous five years.
- Any household member has ever been convicted of drug related criminal activity for the production or manufacture of methamphetamine in any location, and/or on the premises of federally assisted housing.

- Any household member is currently registered as a sex offender under any State registration requirement, regardless whether it is for life time or not.
- The family fails to provide required documentation and/or fails to sign and submit any required consent forms.
- The head of household and/or spouse or co-head has been evicted from federally assisted housing in the last two years for anything other than drug related criminal activity.
- Any household member who illegally possesses weapons.
- Any other HUD required reason.

The FHC will deny admission to an applicant family if the FHC determines that any household member is currently engaged in, or has engaged in any of the activities within the past five (5) years.

- Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. Criminal activity that may threaten the health, safety or welfare of other participants.
- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other participants.
- Has been evicted from housing or termination from assisted housing programs (considering relevant circumstances).
- Owes rent or other amounts to this or any other FHC or owner in connection with any assisted housing program.
- Misrepresented or does not provide complete information related to eligibility, including income, expenses, family composition or rent.
- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The applicant or any member of the applicant household is a former participant of a FHC public housing, or a former participant in the FHC Housing Choice Voucher program, who had a record of lease violations or whose tenancy was terminated by the FHC or private landlord. No previous participant may be readmitted unless all previous amounts owed have been paid to FHC; but payment of such debt does not necessarily entitle an applicant to eligibility under this section unless FHC has agreed in writing to grant eligibility upon payment of amounts due.
- Has engaged in or threatened violent or abusive behavior toward FHC personnel
 - Abusive or violent behavior towards FHC personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

- Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- A pattern of abuse of alcohol, including, but not limited to, public intoxication and driving while intoxicated. A pattern (for the purposes listed above) consists of three or more incidences, with a minimum of one incident occurring within the past five years.
- Any other HUD required reason.

12.3 Notice of Denial

FHC will notify applicant families in writing of any decision to deny assistance.

If, based on a criminal record or sex offender registration information an applicant family appears to be ineligible, the FHC will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 14 calendar days to dispute the accuracy and relevance of the information. If the family does not contact the FHC to dispute the information within that 10-day period, the FHC will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal hearing process.

12.4 Denial of Assistance for Noncitizens

Link: [24 CFR 5.514\(d\)](#)

Denial of assistance based on immigration status is subject to special hearing and notice rules. The FHC will notify applicant families of denial of assistance in accordance with HUD regulations. When FHC determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 15 days of the determination. The notice will explain the reasons for the denial of assistance and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with the FHC. The informal hearing with the FHC may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice will inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

When the FHC receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the FHC will notify the family of the results of the USCIS verification within 10 business days of receiving the results. The family will have 30 calendar days from the date of the notification to request an appeal of the USCIS results, made by the family directly in writing to the USCIS. The family must provide FHC with a copy of the written request for appeal and proof of mailing within 10 business days of mailing the request to the USCIS.

The FHC will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

12.5 Grounds for Termination

Links: [24 CFR 982.455](#); [24 CFR 982.551](#), [552](#), [553](#); [24 CFR 5.514\(c\)](#); [24 CFR 5.218\(c\)](#); [24 CFR 982.311\(d\)](#); [Notice PIH 2010-3](#); [Notice PIH 2010-9](#)

Termination of assistance for a Program participant may include any or all of the following actions by FHC:

- Refusing to enter into a HAP contract or approve a lease.
- Terminating housing assistance payments under a HAP contract.
- Refusing to process or provide assistance under portability procedures.

FHC must terminate the participant family for the following reasons:

- Family choice
The family may request that the FHC terminate housing assistance payments on behalf of the family at any time.
- Family with Zero Assistance
If the family has received zero assistance in 180 days FHC will terminate assistance. If the participating family receiving zero assistance experiences a change in circumstances that would cause the HAP payment to rise above zero. The family must notify the FHC of the changed circumstances and request an interim re-certification before the expiration of the 180-day period.
- Eviction
24 CFR 982.552(b)(2), 24 CFR 5.2005(c)(1)
The FHC must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.
- Failure to provide consent
24 CFR 960.259
The FHC will terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any reexamination.
- Failure to document citizenship
24 CFR 5.514; 24 CFR 960.259
The FHC will terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary

verification does not verify eligible immigration status of the family, resulting in no eligible family members. If the FHC determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis.

- Failure to Disclose SSN

24 CFR 5.218, 24 CFR 960.259

The FHC will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the family's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family or other emergency, if there is a reasonable likelihood that the family will be able to disclose an SSN by the deadline.

- Threat to Other Participants

The FHC will terminate the lease when any household member engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other participants or by persons residing in the immediate vicinity of the premises. Immediate vicinity means within a three-block radius of the premises.

- Methamphetamine Conviction

24 CFR 966.4

The FHC will immediately terminate the lease if FHC determines that any household member has ever been convicted of manufacture or production of methamphetamine in any location, and/or on the premises of federally-assisted housing.

- Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation

The FHC will terminate the lease if the FHC determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

- Other Serious or Repeated Violations of the Family Obligations of the HCV Program

- Fugitive Felon or Parole Violator

If a participant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

- Persons subject to sex offender registration requirement.

If any member of the household has, during their current participation in the HCV program, become subject to a registration requirement under a state sex offender registration program regardless whether it is for life time or not.

- Crime On or Off the Premises

- Drug related convictions; Alcohol related convictions (if it indicates an ongoing pattern); Fraud;
- Acts of violent behavior convictions; and or Crimes of violent behavior

Applicants/participants must report any convictions from criminal activity which occurs after the application review (this includes residents, participants and those that have not yet moved into FHC assisted housing program(s)).

FHC will allow applicants and participants to address and present mitigating circumstances regarding criminal background checks prior to final decision.

HCV Program Violations That May Lead to Termination

- Discovery of facts after admission to the program that would have made the participant ineligible.
- Discovery of false statements or fraud by the participant in connection with an application for assistance or with a reexamination of income.
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for the FHC to make determinations with respect to rent, eligibility, and unit size.
 - Information not provided: After issuance of the termination notice, but before the effective date of the termination, the participant may provide the missing data. It is solely FHC's discretion whether to accept the data or to proceed with termination.
- Missed appointments per policy and procedure requirements.
- Failure to transfer to an appropriate size unit based on family composition, upon notice by the FHC that such a move is required for HQS compliance.
- Failure to permit access to the unit by the FHC after proper advance notification for the purpose of performing routine inspections.
- Failure to inform the FHC within 30 days of the birth, adoption or court-awarded custody of a child.
- If the family has breached the terms of a repayment agreement entered into with the FHC.
- If a household member has engaged in or threatened violent or abusive behavior toward FHC personnel.
 - Abusive or violent behavior towards FHC personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

- If the family does not remedy family-caused HQS failures in the required timeframe.
- If the family does not allow FHC to inspect the unit at reasonable times and after reasonable notice.
- If any family member commits lease violations, including but not limited to:
 - If the family does not give proper notice to FHC and the owner before moving out of the unit.
 - The family does not give FHC a copy of any owner eviction notice as required in this Administrative Plan.
 - If the family is not using the assisted unit for residence by the family and/or the assisted unit is not the family's only residence.
 - If the family has non-approved persons residing in the unit.
 - If the family does not promptly notify FHC that a family member no longer resides in the assisted unit.
 - If the family engages in profit making activities in the assisted unit which are not incidental to the primary residential use of the unit.
 - Limitation on Profit Making Activity in the Unit:
 - If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it is considered a violation.
 - If FHC determines that the use of the unit as a business is not incidental to its use as a dwelling unit.
 - If the family subleases, lets, assigns the lease or transfers the unit.
 - If the family does not notify FHC of an absence from the unit, and if the family does not provide FHC any requested information regarding the absence.
 - If the family owns or has any interest in the unit.
- If any family member is receiving or received Section 8 participant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative housing assistance program.
- If the family breaches an agreement with FHC to pay amounts owed to FHC or amounts paid to an owner by FHC.
- Insufficient ACC funding to support continued assistance for families in the program.
 - If the family fails to disclose to FHC any HUD notification it has received regarding discrepancies in the amount or verification of family income.

Insufficient Funding

FHC may terminate HAP contracts if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program. In the event FHC decides to stop issuing vouchers as a result of a funding shortfall, and the PHA is not assisting the required number of VASH vouchers, when the PHA resumes issuing vouchers, the PHA will first issue vouchers to VASH applicants.

After exhausting all reasonable cost cutting measures and there is not enough funding to continue to provide funding to participants, FHC will terminate HAP contracts as a last resort. Prior to terminating any HAP contracts, FHC will inform the local HUD field office. FHC will terminate the minimum number needed in order to reduce HAP costs according to FHC's budget.

FHC will terminate HAP contracts for the most recent admissions first, excluding head of households that are elderly or disabled. VASH vouchers will not be terminated.

12.6 Termination Notification

In any case where the FHC decides to terminate assistance to the family, the FHC will give both the family and the owner a 30-day written termination notice. However, if a family vacates the unit without informing the FHC, 30 days-notice will not be given. In these cases, the notice to terminate will be sent and effective at the time the FHC learns the family has vacated the unit. The notice of termination will state:

- Specific reasons for the termination
- Effective date of the termination
- Family's right to request an informal hearing
- Family's responsibility to pay the full rent to the owner if it remains in the assisted unit after the termination effective date
- Copy of criminal record (if the criminal record is the basis of the termination).
- Protection Rights under the Violence Against Women's Act

When a family requests to be terminated from the program they must do so in writing to the FHC. The FHC will then send a confirmation notice to the family and the owner within 15 days of the family's request, but no later than the termination effective date (as requested by the family).

12.7 Removal of a Family Member from the Application

Link: [24 CFR 982.552\(c\)\(2\)\(ii\)](#)

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit.

After admission to the program, the family must present evidence of the former family member's current address upon FHC request.

12.8 Reasonable Accommodation Related to Denials or Terminations

Link: [24 CFR 982.552\(2\)\(iv\)](#)

FHC's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation.

When applicants with disabilities are denied assistance, the notice of denial must inform them of FHC's informal review process and their right to request a review. In addition, the notice will inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, FHC will determine whether the behavior is related to the disability. If so, upon the family's request, FHC will determine whether alternative measures are appropriate as a reasonable accommodation. FHC will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance.

12.9 Repayment Agreements

If a family owes amounts to the FHC, as a condition of continued occupancy, the FHC may require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the FHC of the amount owed. Any repayment agreement between the FHC and a family must be signed and dated by the FHC and by the head of household and spouse/co-head (if applicable).

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the FHC will terminate the family's tenancy and utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program

The FHC generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family, if the FHC determines that the family committed program fraud, if the amount is greater than \$3,000, or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution. FHC may at any time not enter into a repayment agreement and instead terminate the family's tenancy and pursue alternative collection methods. If the family's assistance is terminated and repayment has not been made, the money will still be considered to be owed and may be reported in HUD's EIV system as a debt owed. FHC may take such action, as necessary, to collect the amounts owed.

CHAPTER 13- Information Reviews and Informal Hearings

FHC provides a copy of the Informal Review and Hearing procedures in the family briefing packet. When possible and allowed by regulation/law, FHC may conduct administrative reviews of informal hearing/review requests and provide alternate resolutions at its discretion before proceeding with the family's request for a review or hearing.

13.1 Informal Hearing Policy

Link: [24 CFR 982.555](#)

Informal hearings may be requested for the following reasons:

- Determination of the amount of the total tenant payment or tenant rent
- Determination of hardship regarding minimum rent
- Decision to terminate assistance
- Decision to deny a family move
- Appropriate utility allowance used from schedule
- Family unit size under FHC subsidy standards
- Termination of a family's FSS Contract, withholding supportive services, or proposing forfeiture of the family's escrow account

FHC is not required to provide an informal hearing in the following cases:

- Discretionary administrative determinations by FHC, or to consider general policy issues or class grievances
- Determination that the unit does not comply with FHC's Housing Quality Standards including space requirements for family size, that the owner failed to maintain the unit in a decent, safe, and sanitary manner in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease).
- Decision to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner
- Decision not to approve a family's request for an extension of the term of the Voucher issued to an assisted family which wants to move to another dwelling unit with continued participation
- Establishment of FHC schedule of utility allowances for families in the program
- Disapproval of unit or lease

When the FHC determines that a participant should be terminated from the program, FHC will notify the participant of their proposed termination in writing. The notice will contain:

- Reason(s) for and timing of termination,
- The date the proposed action will take place
- Procedure for requesting a hearing if the participant does not agree with the decision

Time limit for requesting a hearing: The participant must submit the written request for an informal hearing within 10 business days of the date of the termination notice.

13.2 Conducting Informal Hearings

FHC hearings will be conducted by a single hearing officer or a panel. The FHC will appoint a person or panel who has/have been selected in the manner required under the hearings procedure.

Hearings may be attended by the following applicable persons:

- A FHC representative(s)
- Any witnesses for the FHC
- The participant
- Any witnesses for the participant
- The participant's counsel or other representative
 - If the participant is bringing legal counsel to the informal hearing, the participant must notify FHC at least 24 hours in advance of the hearing.
- Any other person approved by the FHC will be as a reasonable accommodation for a person with a disability.

13.2.1 Hearing Decision

In rendering a decision, the hearing officer/panel will consider the following matters:

- FHC Notice to the Family
- FHC Evidence to Support the FHC Decision
- Participant Presented Evidence
- Validity of Grounds for Program Termination

13.2.2 Invalid Decisions

When the FHC considers the decision of the hearing officer/panel to be invalid based on HUD regulations and FHC Policy, the Executive Director or designee will send a notice to all parties attending the hearing that the decision is null and void. The notice will set a date and time for a new hearing.

13.2.3 Rights of the Applicant/Participant and FHC

The applicant/participant must appear in person at the review/hearing and may be represented by an attorney, or other representative, at his/her own expense. If the family is being represented by an attorney, the family must notify FHC of such 24 hours in advance of the review/hearing.

- The applicant/family and FHC have the right to present evidence, both oral and written.
- The applicant/family and FHC have the right to question any witnesses, and the right to state his/her case prior to the hearing officer's decision.
- The applicant/family has the right to arrange for an interpreter to attend the review/hearing, at his/her own expense.
- The applicant/family has the right to seek redress directly through judicial procedures of the court.
- FHC has the right to make final submissions.

The applicant/family and FHC have the right to review any documents directly relevant to the review/hearing. Review of documents will take place at the FHC office. Copying of any documents will be at the expense of the requesting party at .25 per copy. If the applicant/family or FHC does not make the document available for examination on the request of the other party, that document may not be relied on during the review/hearing.

13.2.4 Review/Hearing Process

The review/hearing will follow the following guidelines:

- The review will be conducted by any person or persons designated by FHC, other than a person who made or approved the decision under review or a subordinate of this person.
- All FHC Denial and Termination notices will advise the applicant/family of his/her right to a review/hearing and the process to request a review/hearing.
- The applicant/family must request the informal review/hearing in writing within the required time frame (10 business days after receipt of notice from the FHC).
- FHC will schedule the hearing within a reasonable timeframe, preferably before the effective termination date. If the hearing cannot be scheduled before the effective termination date, the effective termination date may be extended, based solely on the reason for the delay and at the sole discretion of FHC.
- The notification of hearing will contain:
 - Date and time of the hearing
 - Location where the hearing will be held
 - Family's right to bring evidence, witnesses, legal or other representation at the

- Right to view any documents or evidence in the possession of FHC and upon which FHC based the proposed action and, at the family's expense, to obtain a copy (at \$.25 per copy) of such documents prior to the hearing. Requests for such documents or evidence must be received no later than five business days before the hearing date.
 - Notice to the family that the FHC will request a copy of any documents or evidence the family will use at the hearing be provided to FHC by 12:00 p.m. two business days prior to the scheduled hearing date.
- If a family does not appear at a scheduled review/hearing and has not rescheduled the hearing in advance, the hearing officer will assume the family is no longer interested in the program and will uphold the denial/termination.
- The applicant/family will be given an opportunity to present written or oral objections to FHC's decision.
- FHC will notify the applicant/family of the FHC final decision after the informal review/hearing, including a brief statement of the reasons for the final decision.
- The Notice will contain the following information:
 - Applicant/family name
 - Applicant/family address
 - Date
 - Date and time of review/hearing
 - Names of everyone in attendance at review/hearing
 - Final decision
 - Brief statement of the reason(s) for the final decision
 - HUD regulation for the denial/termination (if upholding the denial/termination)
 - Effective date of denial/termination (if applicable)
- A hearing decision letter will also be sent to the owner, stating whether the termination was upheld or overturned. The notice to the owner will contain the following information:
 - Family name
 - Unit address
 - Effective date of termination or
 - Effective date of re-instatement
- All requests for review, supporting documentation, and a copy of the final decision will be filed in the family's file.

13.2.5 Decisions Not Binding to FHC

FHC is not bound by a review/hearing decision on the following matters:

- A matter for which FHC is not required to provide an opportunity for an informal review/hearing or otherwise in excess of the FHC of the person conducting the review/hearing.
- A decision given contrary to HUD regulations, requirements, or otherwise contrary to Federal, State or Local law.

In the event that a review/hearing decision is not binding to FHC, the Executive Director or his/her designee will send a notice to all parties attending the review/hearing that the decision is null and void. The notice will set a date and time for a new hearing.

13.2.6 Hearing Provisions for Restrictions on Assistance to Non-Citizens

Assistance to the family will not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision of the USCIS appeal.

Assistance to a family will not be terminated or denied while the FHC hearing is pending; however, assistance to an applicant may be delayed pending the FHC hearing.

13.3 USCIS Determination of Ineligibility

If a family member claims to be an eligible immigrant, and the USCIS SAVE system and manual search do not verify the claim, FHC will notify the applicant/family within ten calendar days of their right to appeal to the USCIS within thirty calendar days or to request an informal hearing with FHC either in lieu of or subsequent to the USCIS appeal.

If the family appeals to the USCIS, they must give FHC a copy of the appeal and proof of mailing, or FHC may proceed to deny or terminate. The time period to request an appeal may be extended by FHC for good cause. Good cause includes medical emergency, employment emergency, family emergency, etc. The emergency must be documented in writing (doctor's statement, employer statement, independent agency statement, etc.)

The request for a FHC hearing must be made within 15 business days of receipt of the notice offering the hearing or, if an appeal was made to the USCIS, within 15 business days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this Plan for both applicants and families. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the FHC will:

- Deny the applicant family.
- Terminate the family if the family does not qualify for deferral.

If there are eligible members in the family, the FHC will offer to prorate assistance or give the family the option to remove the ineligible members.

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Families whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights describes above) are entitled to a hearing based on the right to a hearing regarding determinations of Total Participant Payment.

Families denied or terminated for fraud in connection with the non-citizen's rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

CHAPTER 14 - Program Integrity

Link: 24 CFR [982.552\(c\)\(iv\)](#); 24 CFR [985](#)

The FHC anticipates that the majority of families and FHC employees intend to and will comply with program requirements and make reasonable efforts to avoid errors. To ensure that the FHC's program is administered effectively and according to the highest ethical and legal standards, the FHC will employ a variety of techniques to ensure that both errors and intentional program abuse are rare. The FHC will:

- Provide each applicant and participant with a copy of "Is Fraud Worth It?"
- Provide each applicant and participant with a copy of "What You Should Know about EIV"
- Review and explain the contents of all HUD and FHC required forms prior to requesting family member signatures
- Place a warning statement about the penalties for fraud on key FHC forms and letters that request information from a family member
- Provide each FHC employee with the necessary training on program rules and the organization's standards of conduct and ethics

14.1 Detecting Errors and Program Abuse

The FHC will employ a variety of methods to detect errors and program abuse, including:

- Using the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the FHC's error detection and abuse prevention efforts.
- Encouraging staff, participants, and the public to report possible program abuse.
- Reviewing all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation.
- Investigating inconsistent information related to the family that is identified through file reviews and the verification process.

For each investigation the FHC will determine:

- Whether an error or program abuse has occurred
- Whether any amount of money is owed the FHC
- What corrective measures or penalties will be assessed

14.2 Consideration of Remedies

All errors and instances of program abuse will be corrected prospectively. Whether the FHC will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

In the case of family-caused errors or program abuse, the FHC will take into consideration:

- The seriousness of the offense and the extent of participation or culpability of individual family members
- Any special circumstances surrounding the case
- Any mitigating circumstances related to the disability of a family member
- The effects of a particular remedy on family members who were not involved in the offense

14.3 Notice and Effective Dates

The FHC will inform the relevant party in writing of its findings and remedies at the conclusion of the investigation.

The notice will include:

- A description of the error or program abuse,
- The basis on which the FHC determined the error or program abuses,
- The remedies to be employed, and
- The family's right to appeal the results through an informal review or informal hearing.

Increases in the participant rent will be implemented retro-actively to the date of the un-reported increase. The participant may or may not be offered a repayment agreement, based on the seriousness and length of the unreported income.

Any decreases in participant rent will become effective the first of the month following the discovery or retro-actively if due to FHC error.

In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. The FHC may offer the family a repayment agreement. If the family fails to repay the amount owed, the FHC will terminate the family's lease.

The FHC will reimburse a family for any family overpayment of rent.

14.4 Family Prohibited Actions

Any of the following will be considered evidence of family program abuse:

- Offering bribes or illegal gratuities to the FHC Board of Commissioners, employees, contractors, or other FHC representatives
- Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to the FHC on the family's behalf
- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition)
- Omitted facts that were obviously known by a family member (e.g., not reporting employment income)

- Admission of program abuse by an adult family member
- The FHC may determine other actions to be program abuse based upon a preponderance of the evidence.

14.5 FHC Prohibited Activities

Any of the following will be considered evidence of program abuse by FHC staff:

- Failing to comply with any HCV program requirements for personal gain
- Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant or participant
- Seeking or accepting anything of material value from applicants, participants, owners, vendors, contractors, or other persons who provide services or materials to the FHC
- Disclosing confidential or proprietary information to outside parties
- Gaining profit as a result of insider knowledge of FHC activities, policies, or practices
- Misappropriating or misusing HCV funds
- Destroying, concealing, removing, or inappropriately using any records related to the HCV program
- Committing any other corrupt or criminal act in connection with any federal housing program

When the FHC determines that program abuse by a family or FHC staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, the FHC will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

14.6 Owner Prohibited Activities

Link: [Title 18 U.S.C. Section 1001](#)

An owner participating in the HCV program must not:

- Make any false statement to the FHC.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

Any of the following will be considered evidence of owner program abuse:

- Charging the family rent above or below the amount specified by the FHC;
- Charging a security deposit other than that specified in the family's lease;
- Charging the family for services that are provided to unassisted tenants at no extra charge;

- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit;
- Knowingly accepting incorrect or excess housing assistance payments;
- Offering bribes or illegal gratuities to the FHC Board of Commissioners, employees, contractors, or other FHC representatives;
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the FHC; or
- Residing in the unit with an assisted family.

14.6.1 Owner Remedies and Penalties

In the case of owner-caused errors or program abuse, the FHC will take into consideration (1) the seriousness of the offense; (2) the length of time since the violation has occurred; and (3) the effects of a particular remedy on family members who were not involved in the offense.

When the FHC determines that the owner has committed program abuse, the FHC may take any of the following actions:

- Terminate the HAP contract.
- Bar the owner from future participation in any FHC programs.
- Refer the case to state or federal officials including the HUD Office of Inspector General (HUD-OIG) for criminal prosecution.
- Require the owner to repay excess housing assistance payments.

FHC may recover overpaid amounts by withholding housing assistance payments due for subsequent months. If the debt exceeds \$2,000, the FHC A may allow the owner to pay in installments over a period of time.

14.6.2 Corrections to Subsidy Payments

When an incorrect subsidy is identified as a result of an error, program fraud, misrepresentation or abuse, FHC will promptly correct the subsidy under- or overpayment. A subsidy under- or overpayment includes:

- An incorrect housing assistance payment to the owner;
- An incorrect family share established for the family; and
- An incorrect utility reimbursement to a family.

Families and owners will be notified of corrective actions and penalties, if any. Increases in the family share will be implemented only after the family has received 30 days advanced notice. Any decreases in family share will become effective the first of the month following the discovery of the error. The family will not be reimbursed when the family caused the underpayment.

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by FHC staff.

When efforts to collect monies owed to the FHC (as described in the Family or Owner Remedies sections of this Plan) are unsuccessful, FHC may also pursue collection through credit bureaus, small claims court, civil law suit, state income tax set-off program or other debt recovery solutions.

CHAPTER 15 - Resident Services

15.1 Mission Statement

Resident Services aims “to implement and develop quality programming which will enhance the lives of those living in Public Housing or with a Housing Choice Voucher through healthful living, community engagement, workforce development, and educational support.”

15.2 Goals

1. To increase the number of residents involved in self-sufficiency activities;
2. to implement programs dedicated to healthful living (physically, mentally, emotionally);
3. to connect families/residents to meaningful community resources; and,
4. to focus on innovative tools and partnerships as a means to the end.

15.3 Resident Programs

All resident programs shall meet the criteria for the HUD programming focused on these core principles:

- Character and Leadership
- Economic Empowerment
 - Financial Capacity
 - Workforce Development
- Health and Wellness
- Educational Advancement

Resident Services strives to incorporate a variety of events and programs designed to fit the needs of the HCV participants. Programs are free to residents and are conducted in partnership with area non-profits, health providers, and governmental entities. All program offerings are designed to empower the resident toward a more self-sufficient life through the reduction of dependence on welfare assistance; and, to simultaneously expand a resident’s knowledge about the community resources available.

Resident Services manages the Family Self-Sufficiency program, including the partnerships with area agencies for its implementation. Programs and partnerships which are not in place as of January 2020 will be managed and implemented through the Resident Services department. All resident programs managed through Resident Services will adhere to the abovementioned categories.

Upcoming events and programs will be posted at the FHC Central Office, as well as, on the FHC Facebook page. Information about upcoming events will be made available to HCV residents at meetings, annual and interim recertification’s, or upon request.

CHAPTER 16: Family Self Sufficiency Program

Link: [24 CFR 984.102](#)

The objective of the FSS program is to reduce the dependency of low-income families on welfare assistance and on Section 8, public, or any Federal, State, or local rent or homeownership subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling, and other forms of social service assistance, while living in assisted housing, so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency, as defined in §984.103 of this subpart A.

16.1 Action Plan

Link: [24 CFR 984.201](#)

FHC has developed an Action Plan in consultation with the Chief Executive and the Program Coordinating Committee which has met with HUD approval.

The Action Plan describes the policies and procedures of FHC for operation of a local FSS program, and contains the following information:

- **Family demographics.** A description of the number, size, characteristics, and other demographics (including racial and ethnic data), and the supportive service needs of the families expected to participate in the FSS program;
- **Estimate of participating families.** A description of the number of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated Federal, tribal, State, local, and private resources;
- **Eligible families from other self-sufficiency program.** If applicable, the number of families, by program type, who are participating in Operation Bootstrap, Project Self-Sufficiency, or any other local self-sufficiency program who are expected to agree to execute an FSS contract of participation.

16.2 Program Coordinating Committee

Link: [24 CFR 984.202](#)

FHC has established a Program Coordinating Committee ("PCC") to assist the PHA in securing commitments of public and private resources for the operation of the FSS program within FHC's jurisdiction, including assistance in developing the Action Plan and in implementing the program.

The PCC is comprised of representatives of FHC; residents of public housing and/or participants of the HCV Program; and may include representatives of the unit of general local government served by the FHC, local agencies (if any) responsible for carrying out JOBS training programs, or programs under the JTPA, and other organizations, such as other State, local or tribal welfare and employment agencies, public and private education or training institutions, child care providers, nonprofit service providers, private business, and any other public and private service providers with resources to assist the FSS program.

16.3 Family Selection

Link: [24 CFR 984.203](#)

The FHC has developed and implemented an FSS Action Plan that covers selection criteria.

Prohibited motivational screening factors. Prohibited motivational screening factors include the family's educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors, such as sensory or manual skills, and any factors which may result in discriminatory practices or treatment toward individuals with disabilities or minority or non-minority groups.

16.4 Contract of Participation

Link: [24 CFR 984.303](#)

Each family that is selected to participate in an FSS program must enter into a contract of participation with FHC. The contract of participation must be signed by the head of the FSS family. The contract of participation provides that each FSS family is required to fulfill their obligations no later than 5 years after the effective date of the contract. FHC may extend the term of the contract of participation for a period not to exceed two years for any FSS family that requests, in writing, an extension of the contract, provided that FHC finds that good cause exists for granting the extension.

The contract of participation includes the individual training and services plan(s) and sets forth the terms and conditions governing participation in the FSS program, including the rights and responsibilities of the FSS family and of FHC, the services to be provided to, and the activities to be completed by, the head of the FSS family and each adult member of the family who elects to participate in the program.

In the event that the FSS family fails to comply with the Contract of Participation, without good cause, FHC may:

- Withhold the supportive services;
- Terminate the family's participation in the FSS program; or

- Terminate or withhold the family's Section 8 assistance, except in the case where the only basis for noncompliance with the contract of participation is noncompliance with the lease, or failure to become independent from welfare assistance.

The contract of participation is considered to be completed, and a family's participation in the FSS program is considered to be concluded when one of the following occurs:

- The FSS family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof; or
- 30 percent of the monthly adjusted income of the FSS family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSS family qualifies based on FHC's occupancy standards. The contract of participation will be considered completed and the family's participation in the FSS program concluded on this basis even though the contract term, including any extension thereof, has not expired, and the family members who have individual training and services plans have not completed all the activities set forth in their plans.
- The contract of participation is automatically terminated if the family's Section 8 assistance is terminated in accordance with HUD requirements.

The contract of participation may be terminated before the expiration of the contract term, and any extension thereof, by:

- Mutual consent of the parties;
- The failure of the FSS family to meet its obligations under the contract of participation without good cause, including in the Section 8 FSS program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA;
- The family's withdrawal from the FSS program;
- Such other act as is deemed inconsistent with the purpose of the FSS program; or
- Operation of law.
- *Option to terminate Section 8 housing and supportive service assistance.* FHC may terminate or withhold Section 8 housing assistance, the supportive services, and the FSS family's participation in the FSS program, if FHC determines, in accordance with the hearing procedures provided in 24 CFR 982.555 that the FSS family has failed to comply without good cause with the requirements of the contract of participation.

16.5 FSS Account

Link: [24 CFR 984.305](#)

An interest-bearing escrow account is established by THA for each participating family. Any increases in the family's rent as a result of increased earned income during the family's participation in the program result in a credit to the family's escrow account. FHC will report, at least once annually, to each FSS family on the status of the family's FSS account. Once a family graduates from the program, they may access the escrow and use it for any purpose

If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the public housing or section 8-assisted lease, the balance in the family's FSS account will be reduced by that amount (as reported by the owner to the PHA in the Section 8 FSS program) before prorating the interest income. If the FSS family has fraudulently under-reported income, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

**Attachment D:
Resident Advisory Board's
Comments
and Handouts**

RAB BOARD MEETING FOR THE 2020 FHC ANNUAL PLAN

WHEN

**Monday, Feb. 17th
10am – 5pm**

WHERE

FHC Board Room

PLEASE BRING YOUR ANNUAL PLAN PACKET WITH YOU

LUNCH PROVIDED

Agenda:

***10:00-11:30
Development**

***11:30-1:00
Public Housing**

***1:00-2:30
HCV**

***2:30-3:00
FSS**

***3:00-4:00
Modernization**

***4:00-4:15
Finance**

Transportation:

**Provided if needed.
Contact Geraldine
Redmond at
810-449-5842
no later than
Feb. 13, 2020.**

MEETING SIGN-IN SHEET

Meeting: RAB MEETING Annual Plan FY 2020

Meeting Date: Monday, February 17, 2020

Facilitator: FHC

Place/Room: FLINT HOUSING COMMISSION
Resource ROOM
3820 RICHFIELD ROAD
FLINT, MICHIGAN 48506

NAME

- | | | |
|-----|---|------------------------|
| 1. | Gerardine Redmond | Bd. of Commissioners |
| 2. | Jeggyay J. Carr | Center View |
| 3. | Tiffany Mayers | Atherton East. |
| 4. | [Signature] | FHC Development |
| 5. | Jenny Fletcher | FHC C.O. |
| 6. | Cardace Laune | FHC modernization |
| 7. | Karen Fawcett | FHC |
| 8. | Allie Herkenroder | FHC |
| 9. | Barb [Signature] | FHC |
| 10. | Chanel Bell | MANOR MANOR |
| 11. | THURMAN BRIDGES | Simmons Square |
| 12. | Linda McKnight | Howard Estates |
| 13. | Cynthia Brewer | Richest Manor |
| 14. | Jo Ann Tate | River Park |
| 15. | [Signature] ^{CORTAZ} JONIC JOHNSON | K, M, S ₂ |
| 16. | Delvie Anderson | Atherton East |
| 17. | Kahlia Harper | |
| 18. | | |

THANK YOU FOR COMING TO OUR MEETING!



FLINT HOUSING COMMISSION

Harold S. Ince, Jr.
Executive Director
3020 Richfield Road
Flint, Michigan 48506
Phone: (810) 736-3050
(810) 736-0158

Board of Commissioners:
President Geraldine Redmond, Resident Commissioner
Vice President Philip Schmitter
Commissioner Jessie McIntosh
Commissioner Chia Morgan
Commissioner DeWann Robinson

Resident Advisory Board Annual Plan Meeting Minutes

Flint Housing Commission (FHC) Board of Commissioners held their Resident Advisory Board Annual Plan meeting on **Monday, February 17, 2020**, in the resource room located at 3820 Richfield Rd., Flint, MI 48506.

MEETING CALLED TO ORDER

Executive Director, Harold S. Ince, Jr., called the meeting to order at approximately 10:14 am on Monday, February 17, 2020. The purpose of this meeting is to discuss the FY 2020 Annual Plan and allow for public comment and resident input.

Present: Geraldine Redmond, Resident Commissioner
Debria Andrews, Elaine Bell, Thurman Briggs, Cynthia Brown, Gregory Carr, Cortez Johnson, Tiffany Mayers, Linda McKnight, and JoAnn Tate.

Also Present: Harold S. Ince, Jr., Executive Director, Jason Borrer, Dir., Development, Beth Dimmig, Dir., Asset Mgmt., Jenny Fletcher, recorder, Candy Gawne, Dir., Modernization, Kahlia Harper, Dir., HCV, Allie Herkenroder, FSS, and Karen Fairchild, Dir., Finance.

Welcome of Residents and Introduction of Staff by Mr. Ince, Jr.

Departmental Reports and Board Comments:

Jason Borrer Dir. Of Development:

1. Presentation of the YouTube video, *Repositioning Public Housing*, and corresponding handout (see attached).
 - a. Explanation of HUD's role in supporting local offices, defines repositioning and how it may effect residents
 - b. *Geraldine Redmond:* Explains that the R.A. Board has been down to the Detroit office and plans on going again soon.
 - c. Jason Borrer: Explains Section 8 and Public Housing options as listed in the handout (pg.6) with emphasis on RAD, Demolition/Disposition and RAD/Section 8 Blend (for FHC Scattered Sites).
 - *Greg Carr: Will FHC consider giving vouchers to people living in scattered sites before making a property available for disposition? Is FHC selling all scattered sites, not putting any new families into vacant scattered sites?*

- *This hasn't been decided yet, but FHC is working on the best solution. Every case is unique, both with residents and properties. Scattered sites are hard to manage and expensive. It is a common thought in public housing that 'we' need to get out of the scattered site business. On the other hand, depending on support and goals of the city, we could increase our capacity to help stabilize a neighborhood.*
 - *Elaine Bell: What is happening at Mince and Centerview?*
 - *FHC sent in a RAD proposal to HUD, which included Mince and Centerview. Once Mince and Centerview go into RAD, they are no longer considered Public Housing, but become Section 8.*
 - *Elaine Bell: Does that mean we (residents) become Section 8 but are still allowed to live there?*
 - *Yes. You are not required to move, the source of funding changes. This redesignation also allows every resident there the right to a voucher (exception being tenants who income out).*
 - *Elaine Bell: When will this take place?*
 - *Part of a RAD conversion involves doing substantial improvements to the buildings, which takes time. FHC is in the process of applying for multiple sources of income. We are applying to the state for a tax credit. Receiving that determines the time line. The process may take 1 ½ - 2 years. Mince and Centerview are just 2 of the properties we are looking at. We are doing a lot of background work to see if RAD will work for all the other properties.*
 - *Cynthia Brown: Are other sites eligible for RAD conversion?*
 - *Yes. All sites are being considered. The process takes into account what is best at and for each site.*
 - *Geraldine Redmond: It is hard for us to wait to ask questions till the end. This is still very much a learning process for us. Can we ask them as we think of them?*
 - *Of course. We only ask that if you have specific resident issue questions, not pertaining to the annual plan, such as 'my porch light blows the fuse all the time' that you put those in writing so we can get them answered for you. We definitely want you to ask questions during each presentation.*
- d. Jason Borrer: Explains why voluntary conversion is not a good option.
- e. Jason Borrer: Explains why Atherton is unique;
- a. Residents who move to Clark Commons become voucher recipients
 - b. Residents can choose to move to a different property with a voucher
- *Cynthia Brown: Residents from Atherton can move to Clark Commons. Can any other FHC residents move there, or do you have to have a voucher?*
 - *You have to have a voucher. You would have to be on the waitlist to get the voucher and then choose Clark Commons (if they have an open unit). The nice thing about a RAD conversion is that the residents become voucher recipients.*
 - *What we are talking about here is a 5-6 year program process. It does not move quickly.*
- f. Jason Borrer: *Key considerations* (handout, pg. 8) Do you have sufficient program reserves? FHC must consider if each site, and the program as a whole, has appropriate reserves to handle emergencies.
- *Geraldine Redmond: Do you personally know any of the people in the video?*

- *Yes. I have met some of them.*
- g. Jason Borrer: Explains that FHC's Public Housing and Section 8 programs have made huge performance improvements.
 - *Greg Bell: What exactly is an HCV Voucher?*
 - *In contrast to Public Housing, where HUD gives FHC a subsidy to provide and run affordable housing and collect the rents, Section 8 sites are owned by a landlord and rents are partially subsidized by HUD vouchers.*
 - *Greg Bell: Can Public Housing residents apply for Section 8?*
 - *Yes, and vice versa. This applies to all residents. If you are a public housing resident, you are treated like any other Section 8 applicant –you go on the wait list. If you are part of a RAD conversion though, you automatically get a voucher. This voucher says you live at the RAD property for 1 year and then you can take that voucher and, if you choose, go look for a different place to live.*
 - *Elaine Bell: Do these vouchers apply to residents of Centerview and Mince...can people move out with vouchers if we are in RAD?*
 - *Yes, definitely. In a RAD conversion, when the property goes from public housing to Section 8, you sign a new lease under Section 8. After you live there for a year, you can decide to receive the voucher to move somewhere else. Understand, it is for the next available voucher. A voucher has to be available for FHC to give out.*
 - *Cynthia Brown: Do you have to move out with a voucher?*
 - *No.*
 - *Greg Carr: How does zero income work with this voucher? Do residents have to stay in public housing?*
 - *That would be up to the landlord. As a conversion, you have the right to stay. If you will be going out and trying to use your voucher, we cannot control what a private Section 8 land lord will require. They may require a certain level of income, or some other requirements.*
 - *Just as an informational point, the current Section 8 waiting list has been closed since 2015 and so far, we do not know when new Section 8 vouchers will be released.*
 - *Greg Carr: But how does zero income work under Section 8?*
 - *See attached answer from Kahlia Harper, Dir. HCV*
- h. Jason Borrer: Differences between PVB and PBRA vouchers and how it applies to Atherton. Atherton is a bit different. Residents have to wait 2 years to ask for a voucher.
 - *Tiffany Mayers: Wait. We were told we only have to wait 1 year to ask for a voucher.*
 - *When doing RAD conversions, the residents at the property receive a voucher and sign a lease through the HCV program instead of through the public housing program. The building will still be a residential building with property managers and maintenance staff. There are two different types of vouchers that can be provided - PBV or PBRA. PBV's are more commonly used and preferred. FHC is looking to use PBV's in our future RAD conversions. PBRA's are generally used when the PHA does not have an HCV program or their HCV program is not efficient. Atherton East was a RAD conversion, along with receiving a Choice Neighborhood grant. **Atherton was a PBRA conversion**, likely because*

FHC's HCV program was not efficient at the time. PBV's and PBRA's are very similar. Both will allow someone to move after the conversion by applying for the next available voucher. The biggest difference is PBV's allow someone to request a voucher to move after 1 year, **whereas residents must wait 2 years with a PBRA conversion.** Some RAB members claimed Atherton East residents were told they could move after one year. HUD produced facts sheets were provided to explain the differences between PBV and PBRA RAD conversions. These materials were the same materials provided to residents in October, 2017 and were found to be part of the notes of the discussion from those resident meetings. **It was clarified that Atherton residents must wait 2 years to request a voucher.** There are also Tenant Protection Vouchers, which in the case of Atherton going into demolition, forcing tenants to move, protects the rights of the tenants.

- *Geraldine Redmond: Can residents come back to Clark Commons?*
 - Yes
- i. Jason Borrer: Possible options for FHC scattered sites (handout pg. 11). FHC must take into account what amenities are located or needed near housing sites (handout pg. 12). FHC must also consider the age, make up and cost of existing housing sites to determine the best way forward (handout pg. 13).
 - *Greg Brown: Are you considering purchasing the old trailer park lot?*
 - No
 - *Greg Brown: Do we consider tearing down old properties and building new ones?*
 - Yes. That idea is always put in the mix of what may be possible, depending on the location and the long term goals of the city and FHC.
 - *Greg Brown: Will the city approve of that?*
 - FHC is working closely with the city on long term FHC/Flint plans for growth in the community as a whole. TRANSFER OF ASSISTANCE. For instance, if we take River Park and, instead of putting more money into that current location, we move/rebuild it somewhere else. Then, the subsidies we would have gotten at River Park are being used in a more desirable area with jobs, transportation, grocery stores.
 - Where should our properties be in relation to what the city has to offer? Can we be a resource to help build up neighborhoods?
 - *Cynthia Brown: Why are some scattered sites vacant?*
 - Scattered sites are expensive and time consuming to keep. Many are so damaged that the cost of refurbishing them far out-weighs their actual value.
 - *Cynthia Brown: What happens if a property is in too poor of a condition to improve or RAD?*
 - What we do with that property depends on many factors. FHC must weigh all the plusses and minuses before making a final decision.

Beth Dimmig, Dir. Asset Mgmt.: Public Housing ACOP/Lease Revisions

Handout containing a synopsis of the changes to the ACOP and Lease Revisions and Maintenance goals (see attached handout).

- a. Beth Dimmig: Changes to the ACOP and Lease are minor.
 - *Geraldine Redmond: Does everyone know that the ACOP is?*
 - *The ACOP is our policy handbook. It lays out the policies for residents moving in and living in the buildings.*
- b. Beth Dimmig: Smoking Policy has been amended to include marijuana. Federally, marijuana is illegal. We cannot allow the medicinal or recreational use of marijuana on our properties. HUD also requires a No Smoking policy.
 - *Cynthia Brown: So marijuana has been added under no smoking?*
 - *Yes. It falls under the definition of smoking. This also includes e-cigarettes, and incense. These are HUD regulations.*
 - *Thurman Briggs: Incense makes the smoke detectors go off.*
- c. Beth Dimmig: Fines for smoking offenses and for removal/tampering with smoke detectors.
 - *Geraldine Redmond: Can you please clarify the marijuana policy?*
 - *While recreational use of marijuana is legal in the state of Michigan, Public Housing Properties fall under federal regulations. We are funded with federal dollars. Marijuana is illegal on federally regulated properties. You can sit at the bus stop and smoke marijuana, but you cannot smoke marijuana anywhere on the premises of any of our sites. If you do, it is grounds for eviction and you are violating federal law. And federal law supersedes state law always.*
 - *Greg Carr: What about all the firearms on the premises?*
 - *That is also something we are adding into our lease. We do not allow firearms.*
 - *Greg Carr: What if they have a permit?*
 - *No. They can store the weapon somewhere else if they choose to come on our property. This does not go into effect in the new lease until July 1, 2020. That is when all of the changes you are talking about today become effective. If we find a weapon, we give the person a onetime only 30-day notice in which they have the option to remedy the situation, but it cannot be kept on the property. We are not trying to have people get rid of their guns, just store them off site. It is all about safety.*
 - *Cynthia Brown: How will anyone know about the changes?*
 - *Because there are so few changes, we will just have current residents sign an agreement during recertification.*
 - *Cynthia Brown: How do you usually come across a firearm?*
 - *Sometimes they are in plain sight. We find them during inspections and maintenance.*
- d. Beth Dimmig: For application admission - proof from Consumers that utilities can be obtained in residents' name.
- e. Beth Dimmig: Residents required participation in 'Cleaning Inside and Out' workshop within 90 days of move-in. What is the resident's responsibility and what is maintenance's responsibility?

- *Debria Andrews: If you go into a resident's apartment, and they fail a housekeeping inspection, would you offer that program to them?*
 - *Absolutely. If resident's fail a housekeeping inspection, FHC gives them the opportunity to get it cleaned up. If they fail twice, they are required to take the 'Clean up' class.*
 - *Thurman Briggs: If a resident says they are not going to pay their rent because maintenance hasn't fixed something in their unit, can they be evicted for not paying their rent?*
 - *Yes. That is in the lease. But if they have put in a work-order and it hasn't been done in a timely manner, they should talk to the property manager about it and find out the reason for the delay. Is the work order an emergency? If so, it will be done faster than non-emergency items.*
 - *Cynthia Brown: Is the 'Clean Up' workshop available to us to take?*
 - *That is something we can look at. Some of the sites offer it already. It will be in the budget for all sites this year.*
 - *Greg Carr: Can we try another community garden at Centerview? Or can we get something to fill in that spot?*
 - *Yes. Talk to your property manager about getting that done.*
- f. Beth Dimmig: Chapter 18 R-examinations. Criminal/Sex Offender checks at each re-examination. Sex offenders cannot live in public housing nor come around the property. Dependent children under age 18, or full time student, may be added to an existing lease. No adults may be added to the existing lease. Caregivers may be added to the household, but they do not have rights to the lease. This is a clarification from HUD.
- *Greg Carr: What about boyfriend/girlfriend?*
 - *No. Only spouses.*
 - *Elaine Bell: If there were a boyfriend/girlfriend, or any 2 people on the lease and violence occurs?*
 - *They will both be evicted. They both violated the lease.*
 - *Cynthia Brown: Will FHC publically display the names of any sex offenders?*
 - *No. That can be looked up on line.*
- g. Beth Dimmig: FHC Felony Rules follow HUD Regulations. There is a minimum 5 year waiting period (from day of sentencing) that felons can live in public housing.
- *Tiffany Mayers: If an Atherton resident has a felony, can they still get a voucher to move to Clark Commons? If a recent felony pops up on the background check while looking for a voucher (Section 8) apartment and it stops me from getting any apartment, my only choice is to go to Clark Commons. Can I still go to Clark Commons?*
 - *Yes, you have the right to return to Clark Commons.*
- h. Beth Dimmig: Explains repayment agreement changes (HUD now requires 25% of what people owe) and the hardship considerations.
- *Cynthia Brown: What is repayment about?*
 - *Usually happens when income is under or un-reported. Increases in income change your rent amount. When your income goes up, so does the amount of rent you pay. The percentage stays the same, but 30% of*

\$1000 is more than 30% of \$700. If you don't enter into a repayment agreement, you will be evicted.

- *Geraldine Redmond: Does repayment include money owed for damages?*
 - *Yes. Damages, or missed rent payments.*
- i. Beth Dimmig: Explains the new damages definitions and price changes.
 - *Cynthia Brown: Can we get a copy? Are these charges for normal wear and tear?*
 - *These are not charges for normal wear and tear.*
 - *Every resident has received a copy. We are required to give 30 days' notice of price changes, and these have already been handed out. If you need another copy, please let the office know and we will get you one.*
 - *Cynthia Brown: What is the time frame between housekeeping inspections and recertification?*
 - *Inspections are done, at minimum, annually, and are totally separate from recertifications. It depends on the size of the sites.*
- j. Beth Dimmig: Checks and money orders must be made out to the Flint Hosing Commission only. Not to the property.
- k. Beth Dimmig: If first year lease is not fulfilled, resident forfeits the security deposit. Security Deposits are being enforced. Any damage fees will be taken out of the security deposit.
- l. Beth Dimmig: FHC has a no pet policy. The only exceptions are service or emotional support animals. Clarification of pets and fees.
 - *Greg Carr: How come, when I got rid of my pet in 2012, I didn't get my pet deposit? They told me I couldn't get it back until I move.*
 - *Let's talk to your property manager and get that deposit back to you. You should have gotten that deposit back when you got rid of the pet.*
- m. Beth Dimmig: No resident or guest can act in an abusive manner to any FHC employee.
- n. Beth Dimmig: Clarification of firearms policy. We enacted that policy this past summer, without adding it to the lease, but it is now in the new lease agreement. See discussion above (c).
- o. Beth Dimmig: VAWA definition and exemptions to transfer policy. VAWA must be applied for, it is not just given.
 - *Greg Carr: How can you transfer to another site?*
 - *There are certain reasons you can get a transfer, such as living closer to your job or VAWA.*
- p. *Geraldine Redmond: Re-iterates resident/FHC chain of command protocol. Reminds board to not spread inaccurate information. If they don't know the full answer, ask questions.*

LUNCH BREAK 12:30-12:45

Allie Herkenroder, Resident Services/FSS Coordinator

- a. Allie Herkenroder: Changes to the annual plan are basically policy and procedure clarifications. Defines FSS and explains how an escrow account works.

FSS is a 5 yr. program designed to help you reach your goals, such as home ownership, education, or workforce development. At the end of the 5 yr. program, you get your escrow account, which is essentially a savings account which is interest bearing.

- *Cynthia Brown: So the escrow account is not just for a house?*
 - *It can be for anything to help you meet your end goals.*
- *Geraldine Redmond: Why should we join an FSS program? I have heard bad things about some FSS programs. Like how some people didn't get their money at the end.*
 - *A participant wouldn't get their money if they didn't meet their goals. There are 2 HUD mandated goals which go along with the program. The first is to be off cash assistance, or TANF benefits, and the second is to be fully employed for 12 consecutive months. When you meet all these goals, you are able to get your escrow.*
- *Elaine Bell: I did a similar program years ago and they had a psychiatrist come in. Do you still do that?*
 - *I don't know about that specific program. That was way before my time.*
- *Cynthia Brown: It seems like everybody has some sort of this type of program. What program do you follow?*
 - *HUD's definition of an FSS program is what we use.*
- *Tiffany Mayers: If you are trying to purchase a house and get a down payment, can you use the FSS escrow account as proof of a bank account?*
 - *That depends on the lender. Our program has agreements with a couple of lenders, but each lender will have its own requirements and rules.*
- *Geraldine Redmond: Do you work with credit unions?*
 - *We are working on getting partnerships with credit unions. Most lenders that we partner with are CRA lenders. We have 3 CRA lenders who sit on our governing body, the Program Coordinating Committee.*

Kahlia Harper, Dir. HCV

- a. Kahlia Harper: Most of my annual plan changes involve grammatical errors and clarifications. The department is currently working on updating the Section 8 waiting list. Residents on the wait list received the 'purple paper' (active information inquiry) in the mail and we are going through those now. The wait list is going to open soon and we need to get all the updates finished. Working on making the department work smoother and more efficiently.

- *Elaine Bell: When is the wait list going to open up?*
 - *Probably after we finish the purge and confirmation process, maybe late March. Approx. 30% of our terminations are people who are over income, about 20% are due to fraud and some terminations are by resident choice (moving, marriage).*
- *Cynthia Brown: Will residents get first notice of the openings?*

- *No. The department will be putting out a huge media blast through many different sources at the same time residents will be informed. I will be making the announcement as fair and even as possible.*
- *Tiffany Mayers: So FHC residents won't get first preference?*
 - *No. Because Section 8 doesn't have any preferences.*
 - *Temporary Section 8 program is thru MSHDA, and they have a homeless preference.*
- *Cynthia Brown: Do habitat houses qualify for a voucher?*
 - *Yes. We port eligible residents to MSHDA and they help with that.*
- *Geraldine Redmond: What is the wait list inquiry process?*
 - *We don't confirm a position. We can only confirm that you are on the list. The positions can vary as units are leased up or if people income out.*

Candice Gawne, Dir. Modernization/Capital Fund Grant

- a. *Candy Gawne: Handout of summary of changes (see attached).*
 - *Cynthia Brown: How many years back are we? Are we on the 2015 grant or the 2020?*
 - *We are still working on the 2018 and 2019 grant. And we just received the 2020 grant.*
 - *Cynthia Brown: How behind on work are we in actual work done?*
 - *Although, when looking at the changes, it seems as though work previously scheduled under the grant is not being done, it is because that property is going into RAD. The funding for those projects will no longer come out of the Capital Fund. These projects will be re-funded with RAD monies. Mince and Centerview are out of the capital fund grant.*
- b. *Candy Gawne: Explanation of some of the abbreviations.*
 - *Geraldine Redmond: What happens to the previously slated modernization money if a property goes into RAD?*
 - *Those funds will be used at another site. In order to be in RAD, all repairs at a site must be completed. RAD funds fix up the entire site. It is just the funding, and possibly the timing, which changes.*
- c. *Candy Gawne: Repair priorities under modernization. Bigger, external items, such as roofs, parking lots, boilers, will usually be done before internal item, i.e. new flooring, kitchens or toilets. Some items cannot be done in the short term. The capital fund grant is a limited amount of money and FHC has to spread it among all the properties to do long term repairs.*
 - *Geraldine Redmond: Under Mince. People are concerned that the exterior painting is being done, but not the intercom system. Why?*
 - *I will be doing the exterior of your buildings, but I will not be touching the interior. The interior will fall under RAD.*
 - *Cynthia Brown: Do scattered sites fall under modernization money?*
 - *No.*
- d. *Candy Gawne: Current projects at Mince, wired in smoke detectors in the bedrooms. Garland, windows and parking lot. Howard, entry doors and kitchen cabinets and counter tops. Aldridge, new driveway and privacy fences. KMS, parking lot.*
 - *Cortez Johnson: Can we get a section of the drive in front of the entrance painted as a no parking zone?*

- *There is no parking in front of the building. When you see cars parked there, please report it to your manager.*
- e. Candy Gawne: the 2020 Capital Fund Grant has been awarded and will come before the board of commissioners this month (Feb. 25, 2020). The public hearing will be on March 24, 2020, but the Capital Fund Resolution needs to be approved before then.
- f. Candy Gawne: Modernization improvements scheduled for 2020.
 - *Linda McKnight: Is Howard getting a new maintenance garage?*
 - *It is in for 2022. However, the terrain at Howard is very problematic and this project is not certain at this time.*
 - *Linda McKnight: How about the porch railings?*
 - *This project is in progress, but it is moving a bit slow.*
 - *Geraldine Redmond: When you have designated a project, what factors determine who gets their stuff fixed? It seems like new tenants get the new stuff and the old tenants have to make due with old stuff.*
 - *Normally, when we only have a few job orders, it's because the majority have already been done. But every single unit is inspected for things all the time. Some units have not been visited in a while. Many times, maintenance will report on the condition of things and we try to find the money to get that done.*
 - *Cynthia Brown: Can a tenant paint their kitchen cabinets?*
 - *You have to get that approved by your property manager. If you move out and this is something FHC has to change back or repair, you will be charged.*
 - *Linda McKnight: Why is FHC waiting until 2024 to repair the basketball court and the playground? The kids need something now. They can't play there, they just go and find something else.*
 - *That is a good point. While it is not scheduled under modernization until 2024, you can go to your property manager and see if they can use operating funds to fix that up sooner.*
 - *Geraldine Redmond: Are you saying that when the board votes, from that point on are we no longer under modernization funds?*
 - *As soon as FHC receives the CHAT letter from HUD saying that Mince has been accepted into the RAD program. Once we get that letter, I can't touch your building.*
 - *Cynthia Brown: Why is there nothing listed under some of the categories on the handout?*
 - *Because that doesn't fall under modernization funding.*
 - *Cynthia Brown: Why do we have housekeeping turn-over issues?*
 - *Mr. Ince, Jr. clarifies temporary employee positions.*
 -

Karen Fairchild, Dir. Finance

- a. Karen Fairchild: Statement of Financial Resources (see handout), income and planned use explanation.
 - *Cynthia Brown: Does FHC get charged when the fire department comes out? Especially for bogus or non-emergency calls?*
 - *Technically, yes. However, FHC is covered under the PILOT (Payment in lieu of Taxes) services, which covers that charge.*

- *It is possible to look into a Nuisance Charge to the resident, under Public Housing, for those. Will discuss with Beth Dimmig.*
- *Cynthia Brown: Since Richert has cell towers, why can't the residents get free Wi-Fi – why can't all sites get free Wi-Fi?*
 - *Beth Dimmig will respond in writing to this question. See attached letter.*

Meeting adjourned approximately 2:10 pm.



FLINT HOUSING COMMISSION

3820 Richfield Rd. • Flint, Michigan 48506

Phone: (810) 736-3050

Fax: (810) 736-0158

MI 9-1

Richert Manor
902 E. Court St. 48503
(810) 736-3094

MI 9-1

Garland Apartments
820 & 906 Garland St. 48503
(810) 736-3094

MI 9-1

Forest Park
4060 M.L. King Ave. 48505
(810) 736-3094

MI 9-2

Howard Estates
801 Floral Park 48503
(810) 736-3170

MI 9-3

Atherton East
3123 Chambers 48507
(810) 736-3159

MI 9-5

Lover Park Apartments
7002 Pemberton Dr. 48505
(810) 736-3088

MI 9-6

Centerview Apartments
2001 N. Center Rd. 48506
(810) 736-3102

MI 9-8 & MI 9-10

Scattered Sites Houses
(810) 736-3148

MI 9-11

Mince Manor
3800 Richfield Rd. 48506
(810) 736-3193

MI 9-14

Aldridge Place
5838 Edgar Holt Drive 48505
(810) 736-3148

MI 9-15

Kenneth M. Simmons Square
2101 Stedron 48504
(810) 736-3154

Section 8 Program

(810) 736-3050

Section 3 Program

(810) 736-3050

Family Self-Sufficiency Program

(810) 736-3050

February 19, 2020

Cynthia Brown
902 E Court Street
508
Flint, MI 48503

Dear Ms. Brown,

We received your question from the Resident Advisory Board meeting regarding free wifi for the residents of Richert Manor.

The towers on the roof of Richert Manor are cell phone towers. They receive and send calls from cell phones only. They cannot provide wifi. While the Flint Housing would like to provide all of its residents with free internet access, it is not something that we can afford at this time. We do have it on our "wish list" to provide when we are financially able to do so.

Thank you for your service on the Resident Advisory Board and don't hesitate to contact me if you have any further questions or concerns.

Sincerely,

Bethany Dimmig
Director of Asset Management

cc: I. Waters
J. Fletcher
Resident File





FLINT HOUSING COMMISSION

3820 Richfield Rd. • Flint, Michigan 48506

Phone: (810) 736-3050

Fax: (810) 736-0158

MI 9-1
Richert Manor
902 E. Court St. 48503
(810) 736-3094

MI 9-1
Garland Apartments
820 & 906 Garland St. 48503
(810) 736-3094

MI 9-1
Forest Park
4060 M.L. King Ave. 48505
(810) 736-3094

MI 9-2
Howard Estates
801 Floral Park 48503
(810) 736-3170

MI 9-3
Atherton East
3123 Chambers 48507
(810) 736-3159

MI 9-5
River Park Apartments
7002 Pemberton Dr. 48505
(810) 736-3088

MI 9-6
Centerview Apartments
2001 N. Center Rd. 48506
(810) 736-3102

MI 9-8 & MI 9-10
Scattered Sites Houses
(810) 736-3148

MI 9-11
Mince Manor
3800 Richfield Rd. 48506
(810) 736-3193

MI 9-14
Aldridge Place
5838 Edgar Holt Drive 48505
(810) 736-3148

MI 9-15
Kenneth M. Simmons Square
2101 Stedron 48504
(810) 736-3154

Section 8 Program
(810) 736-3050

Section 3 Program
(810) 736-3050

Family Self-Sufficiency Program
(810) 736-3050

Friday, February 21, 2020

Greg Carr
2001 N. Center Rd #121
Flint, MI 48506

RE: Resident Question from RAB Meeting

Dear Mr. Carr,

Please accept this letter as a response to your question "How does zero income work under Section 8?" asked during the RAB Meeting. The answer depends on several different variables such as the amount of the contract rent, voucher payment standard, the type of utilities/amount of the utility allowance, appliances/utilities paid for by the owner, and deductions.

Generally speaking, it is possible to utilize a Housing Choice Voucher with \$0 income. Each situation is on a case by case basis and based off calculations using the variables above, minimum rent requirement and 40% rule. The 40% rule states "the family share may not exceed 40% of the family's Monthly-Adjusted Income when the family initially moves into the unit or signs the first assisted lease for a unit."

HCV staff provides the family with a "Shopping Range" worksheet to help them select a unit that is affordable for their income. This is a valuable tool when assisting \$0 income families.

If you have any questions or concerns regarding this matter, please feel free to contact me at (810)736-3108.

Regards,


Kahlia Harper
HCV Director





FLINT HOUSING COMMISSION

3820 Richfield Rd. • Flint, Michigan 48506

Phone: (810) 736-3050

Fax: (810) 736-0158

MI 9 1
Richert Manor
902 E. Court. Sl. 48503
(810) 736 3094

MI 9 1
Garland Apartments
820 & 906 Garland Sl. 48503
(810) 736 3094

MI 9-1
Forest Park
4060 M.L. King Ave. 48505
(810) 736 3094

MI 9 2
Howard Estates
801 Floral Park 48503
(810) 736 3170

MI 9 3
Atherton East
3123 Chambers 48507
(810) 736 3159

MI 9 5
River Park Apartments
7002 Pemberton Dr. 48505
(810) 736 3088

MI 9 6
Centerview Apartments
2001 N. Center Rd. 48506
(810) 736 3102

MI 9 8 & MI 9-10
Scattered Sites Houses
(810) 736 3148

MI 9 11
Mince Manor
3800 Richfield Rd. 48506
(810) 736 3193

MI 9 14
Aldridge Place
5838 Edgar Holt Drive 48505
(810) 736 3148

MI 9 15
Kenneth M. Simmons Square
2101 Stedron 48504
(810) 73 6 3154

Section 8 Program
(810) 736 3050

Section 3 Program
(810) 736 3050

Family Self Sufficiency Program
(810) 736 3050

February 21, 2020

Dear Resident Advisory Board Member:

Thank you so much for attending the Annual Plan Meeting this past week. Your input is very important and always insightful. FHC seriously considers your concerns and comments and greatly appreciates your help.

Attached is a copy of the minutes from the meeting, along with a tab should you wish to keep it in your binder. The questions asked and answers given are all included.

Please note three things in particular:

1. Pg. 3-4 (h): Jason Borrer has added clarification to the question of how many years Atherton residents have to live in Clark Commons before being eligible for the next available voucher. More information will be coming from Mr. Borrer.
2. Pg. 9 (c): The concern over the prioritization of exterior paint over repairing the intercom system at Mince was discussed the Board of Commissioners' Services Meeting on February 20, 2020. Mr. Ince, Jr. informed the board that the intercom system is being repaired.
3. Pg. 3 (g) and Pg. 11: Kahlia Harper's answer to Mr. Carr and Beth Dimmig's answer to Ms. Brown are attached on letterhead.

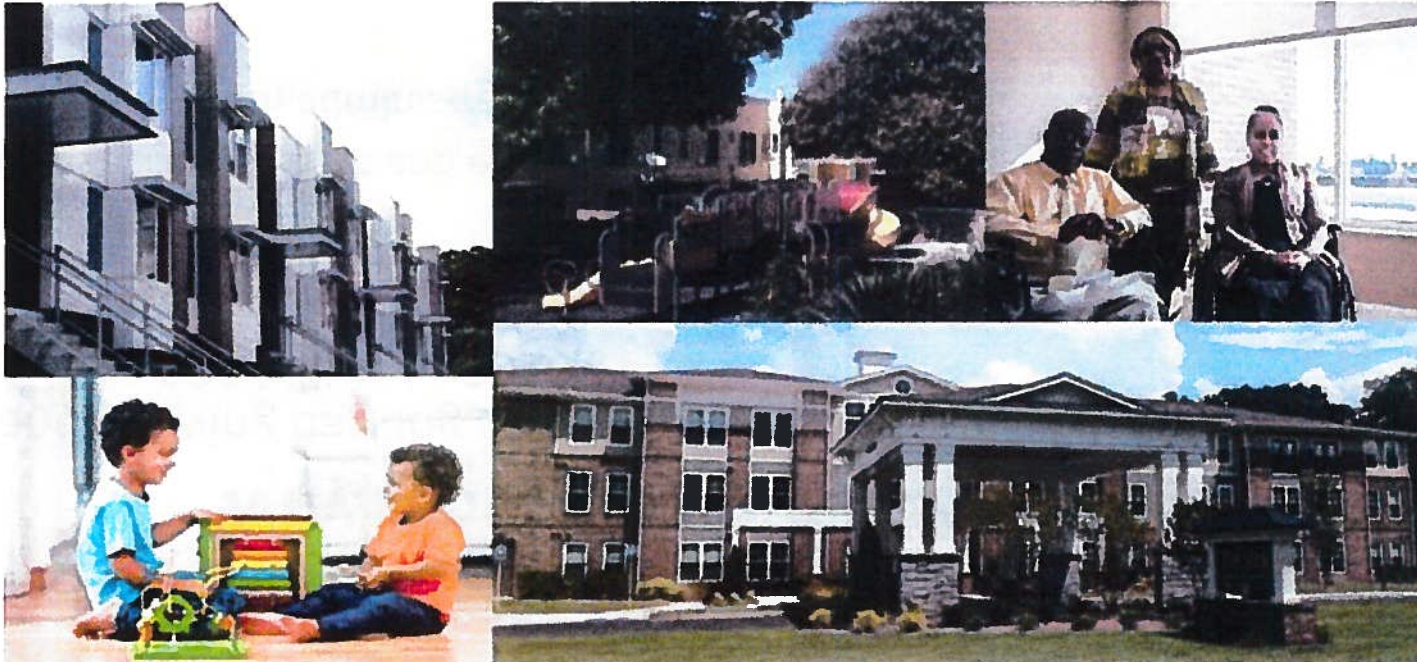
If you have any further questions, concerns, or comments about the Annual Plan, please put them in writing and get them to the main office No Later Than Tuesday, March 24, 2020. The best way to move forward is together.

Sincerely,

Harold S. Ince, Jr.

Harold S. Ince, Jr.
Executive Director





Repositioning Public Housing

Jane Hornstein, Special Applications Center, Public and Indian Housing

Greg Byrne, Office of Recapitalization, Office of Housing

Chad Ruppel, Office of Field Operations, Public and Indian Housing



What do we mean by “reposition”?

- Facilitate the preservation, rehabilitation, or demolition and new construction of units by increasing access to financing to address capital needs
- Preserve the availability of affordable housing assistance, either through a physical unit or voucher

Why reposition public housing?

- Large and growing backlog of capital needs in public housing, conservatively estimated at \$26 billion in 2010
- Conversion to long-term, Section 8 rental assistance contracts:
 - Stabilizes project revenue
 - Provides access to debt and equity to finance capital needs
 - Simplifies program administration



What does this mean for residents?

- Units that are in better physical condition
- Long-term availability of affordable housing and rental assistance in their local communities
- Additional flexibility to move to better housing and/or places of opportunity

Will there still be public housing?

- Yes. Many PHAs operate successful public housing programs with well-maintained units.
- PHAs operating public housing units will still have access to Capital Fund Financing, Operating Fund Financing, Energy Performance Contracts, etc.





What is HUD's role?

- Make sure PHAs are aware of all available repositioning strategies
- Provide technical assistance to help communities weigh their options

The decision to reposition is voluntary & entirely up to PHAs & local stakeholders.





What is the Field Office's role?

Field Offices are ready to assist you

- Staff have begun conversations with many PHAs to let you know about options
- You can decide whether or not any repositioning options make sense for your local community
- If you are interested in considering repositioning, there are Repositioning Subject Matter Experts (SMEs) available to answer more questions
- Once you have decided on a course of action, the Field Office has Expeditors or RAD SMEs available to help you assemble applications



What are my options?

Section 9 (Public Housing) Options

- Mixed-Finance Rehabilitation & Development
- Choice Neighborhoods
- Operating Fund Financing Program
- Capital Fund Financing Program
- Energy Performance Contracts
- Section 30 Mortgaging

Section 8 (Voucher or Project-based) Options

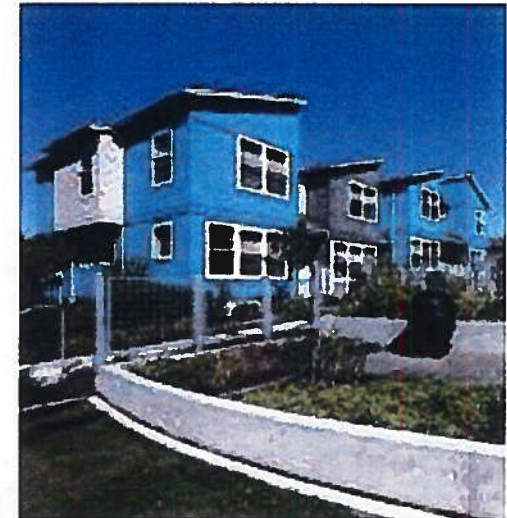
- Rental Assistance Demonstration (RAD)
- Demolition & Disposition (Section 18)
- RAD/Section 18 Blends
- Voluntary Conversion (Section 22)



Key Considerations

Are your properties financially sustainable?

- What are the capital needs of the property?
- How much does it cost to operate?
- What does future HUD funding look like?
- What is the market demand?
- Does the property have existing debt or other obligations?

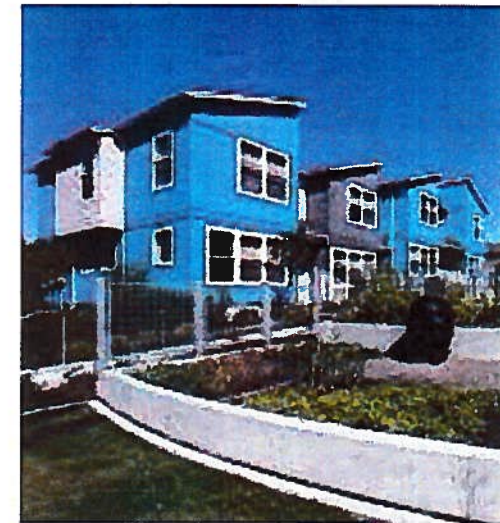




Key Considerations

How is your PHA doing?

- Do you have sufficient program reserves?
- What do your administration costs look like?
- Do you operate a Housing Choice Voucher (HCV) program?
- Do you have any staffing concerns or significant liabilities?





Key Considerations

What is best for your community?

- What are the affordable housing needs in your area?
- Is the property in a good location for resident opportunities?
- What types of HUD programs do you want to administer?
- Could you replace units in other areas of opportunity and leverage the property's value ?
- Who will own and manage the property?

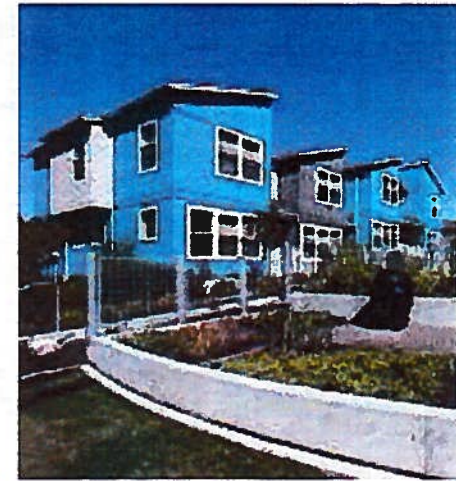




PHA Objectives

Conversion to Section 8 programs has allowed PHAs to:

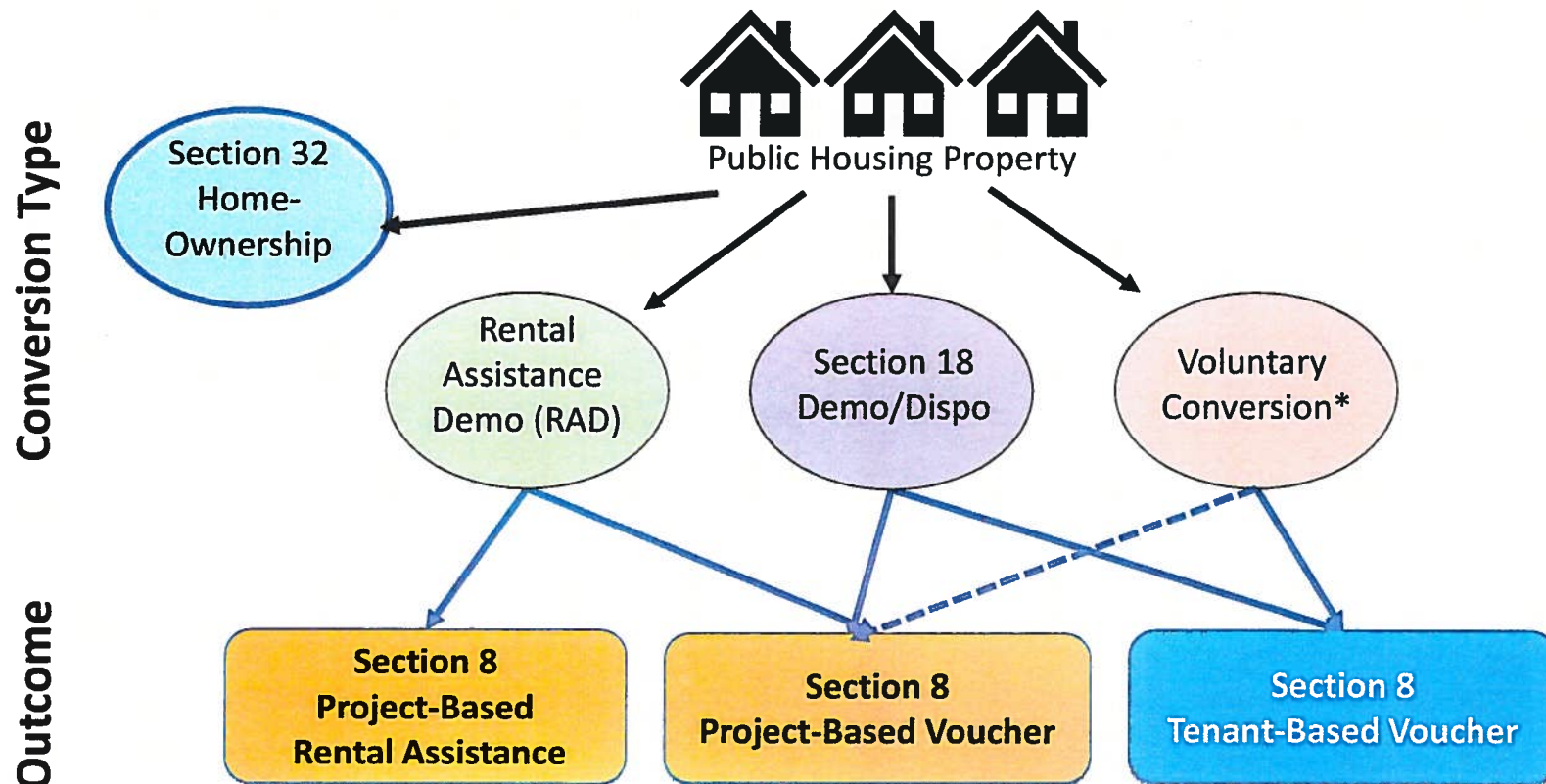
- Modernize aging family & elderly properties
- Stabilize property revenue
- Complete substantial rehab of deteriorated properties
- Demolish and redevelop distressed/obsolete properties
- Transfer assistance to better neighborhoods
- Thin densities and mix-incomes
- Streamline operations



What is your PHA's repositioning goal?



Public Housing Repositioning Options



*Tenant Protection Vouchers may be project-based with tenant consent.

What do we want near our homes?

Jobs

Stores – grocery, convenience, clothes

Schools

Parks

Hospitals

Public transportation

Restaurants

Entertainment

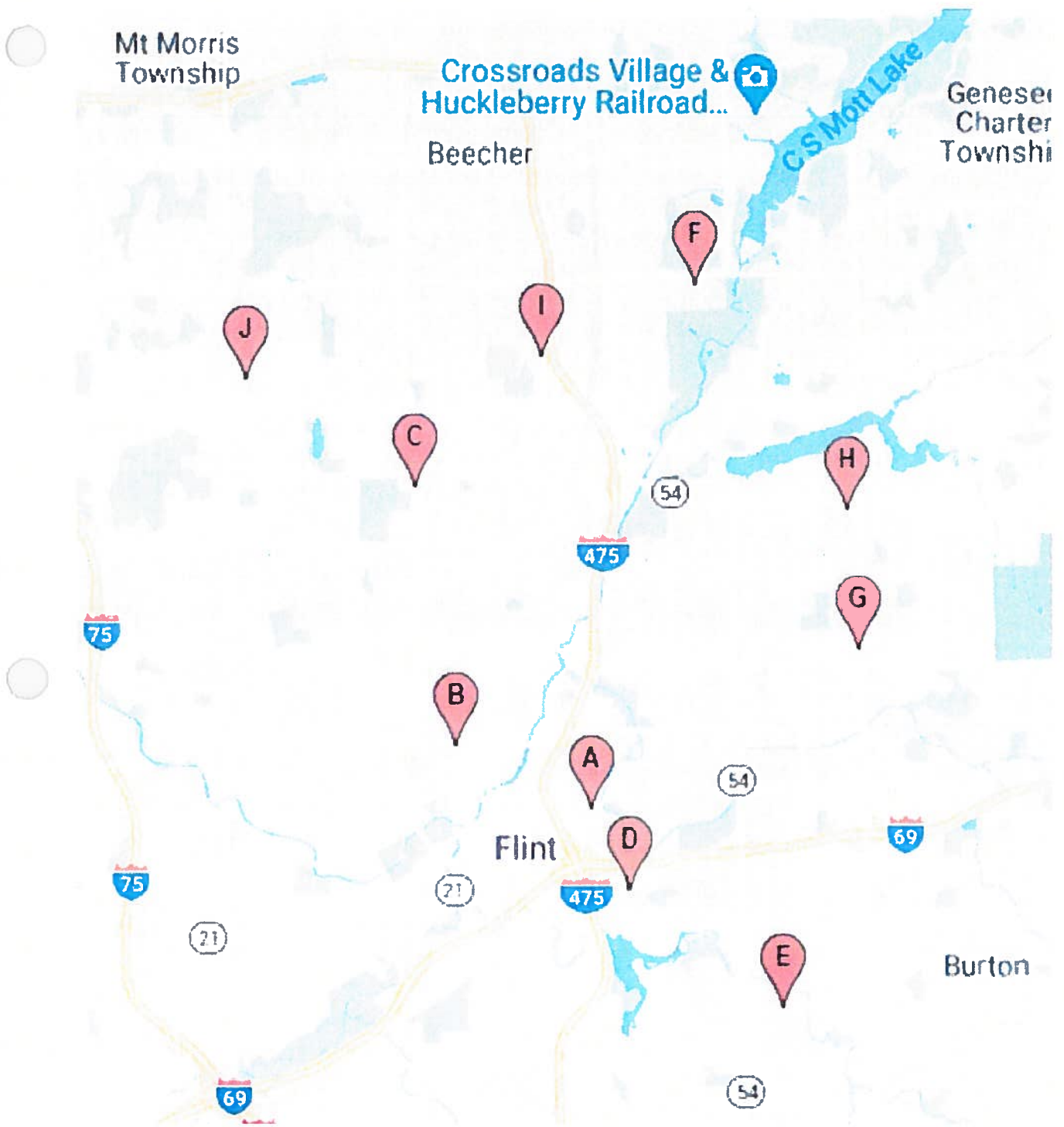
Sidewalks

Police/Fire

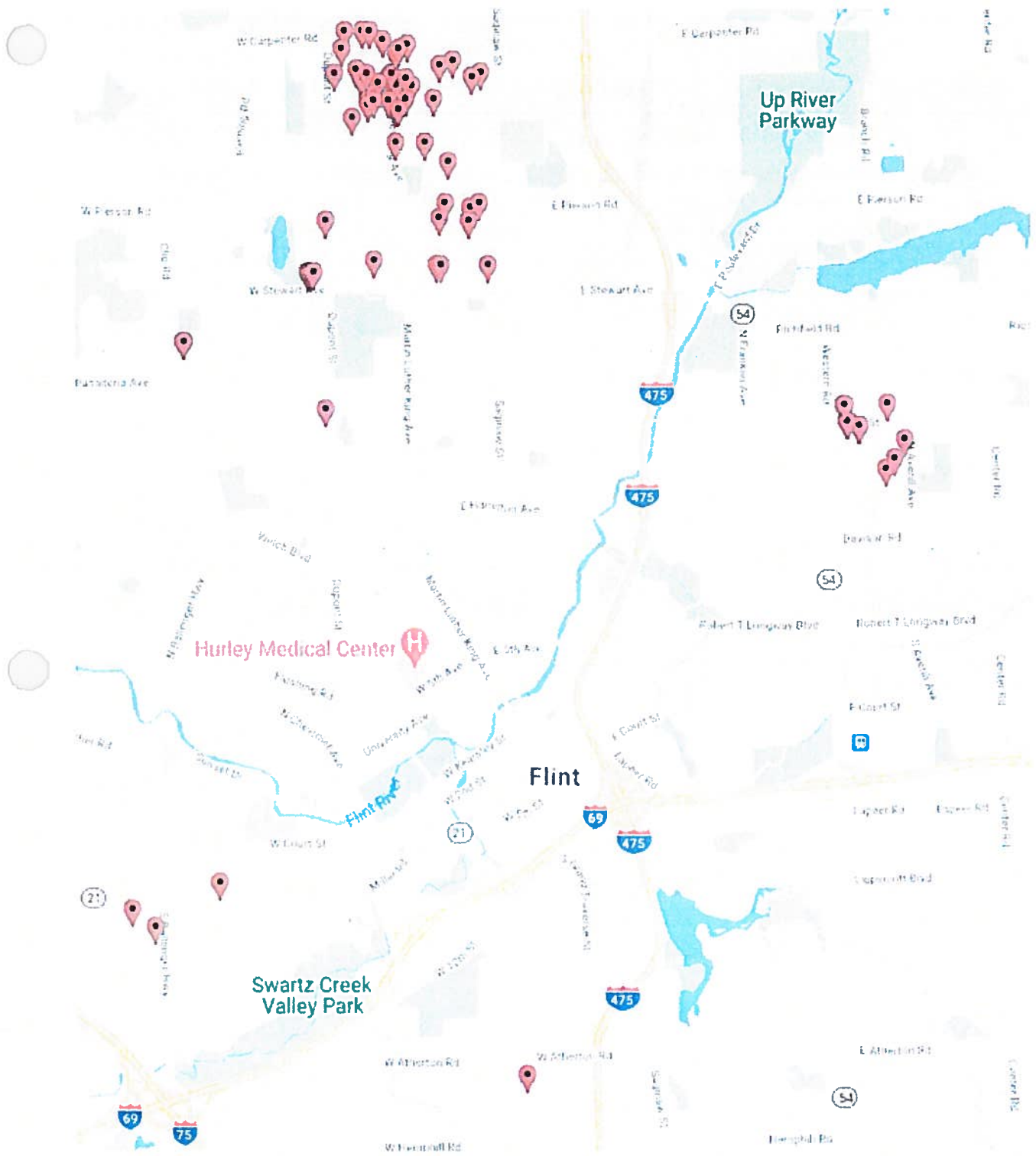
What do we have near our homes?

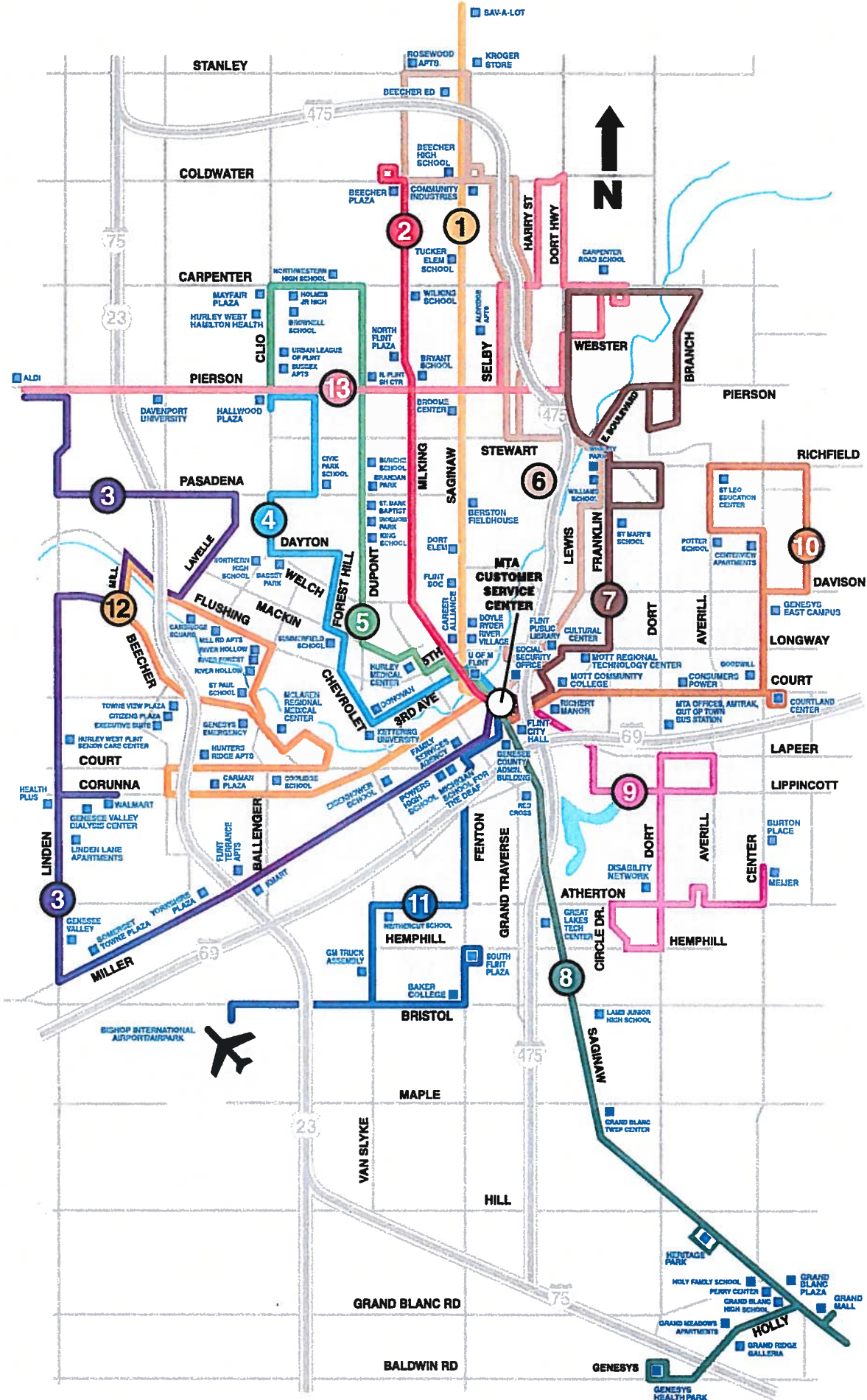
1	AMP MI28P009-000001 Richert Manor/ Garland-Chase/Forest Park Richert Manor: (built in 1970) 902 E. Court St., Flint 48503 1 building - 12 story - 11 floors with apts. Elevator	195 (132 units)	110 1-bedroom 1 2-bedroom 21 efficiencies
	Garland/Chase Apts.: (built in 1964/1924) 2 buildings- 2-3 story walk up 820 /906 Garland Avenue, 48503	(44 units)	33 1-bedroom 2 2-bedrooms 9 efficiencies
	Forest Park Apts.: (built in 1955) 1 building - 2 story walk up 4060 ML King Avenue, 48505	(19 units)	19 1- bedroom
2	AMP MI28P009-000002 Howard Estates Apartments (built in 1968) 801 Floral Park, 48503 16 buildings; townhouses; 6 per building	96	34- 2-bedroom 46 3-bedroom 16 4-bedroom
3	AMP MI28P009-000003 Atherton East Apartments (built in 1967) 3123 Chambers, 48507 36 buildings, plus office- all townhouses 4-6 townhouses in a building.	192	52 2-bedroom 100 3-bedroom 40 4-bedroom
4	AMP MI28P009-000005 River Park Apartments (built in 1969) 7002 Pemberton, 48505 31 Buildings- all townhouses 4-6 per building	180	52 2-bedroom 86 3-bedroom 42 4-bedroom
5	AMP MI28P009-000006 Centerview Apartments (built in 1968) 2001 N. Center Road, 48506 1 - 3 story building with elevators	90	89 1-bedroom 1 2-bedroom
6	AMP MI28P009-000010 Scattered Site Houses (built in 1968 and 1970) Scattered throughout Flint	68	1 2-bedroom 47 3-bedroom 14 4-bedroom 6 5-bedroom
7	AMP MI28P009-000011 Mince Manor Apartments (built in 1978) 3800 Richfield Road, 49506 1 building - 5 story, 3 wings - elevator	110	108 1-bedroom 2 2-bedroom
8	AMP MI28P009-000014 Aldridge Place Apartments (built in 1984) 5838 Edgar Holt Drive, 48505 15 buildings- townhouses- 6 in most bldgs	93	63 2-bedroom 20 3-bedroom 10 4-bedroom
9	AMP MI28P009-000015 KMS Square Apartments (built in 1993) 2101 Stedron Avenue, 48504 1 building - 3 story- "H" shaped	159	158 1-bedroom 1 2-bedroom

FHC Multifamily Sites

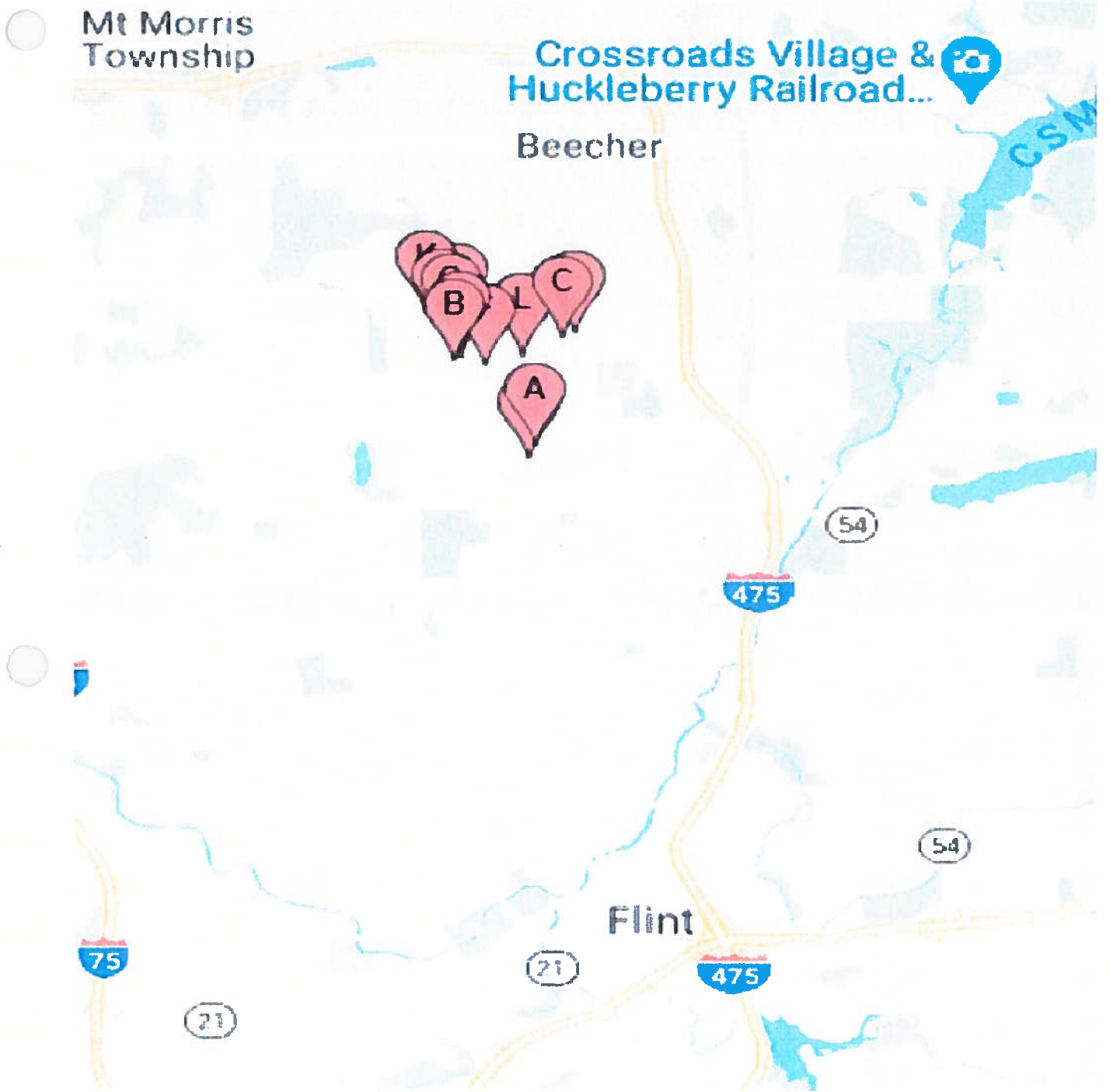


FHC Scattered Sites





FHC Scattered Sites to be disposed



ORGANIZATIONAL STRUCTURE



Lead Applicant:
City of Flint

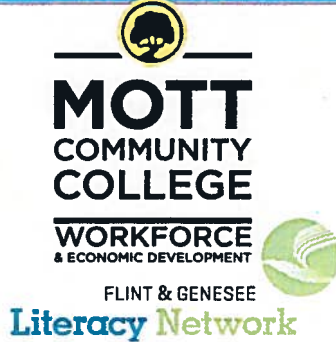
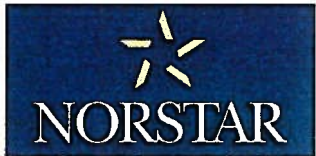
Co-Applicant:
Flint Housing
Commission



Housing:
Norstar
Development USA,
L.P.

People:
Mott Community
College + Flint &
Genesee Literacy
Network

Neighborhood:
City of Flint Planning
Department + many
partners

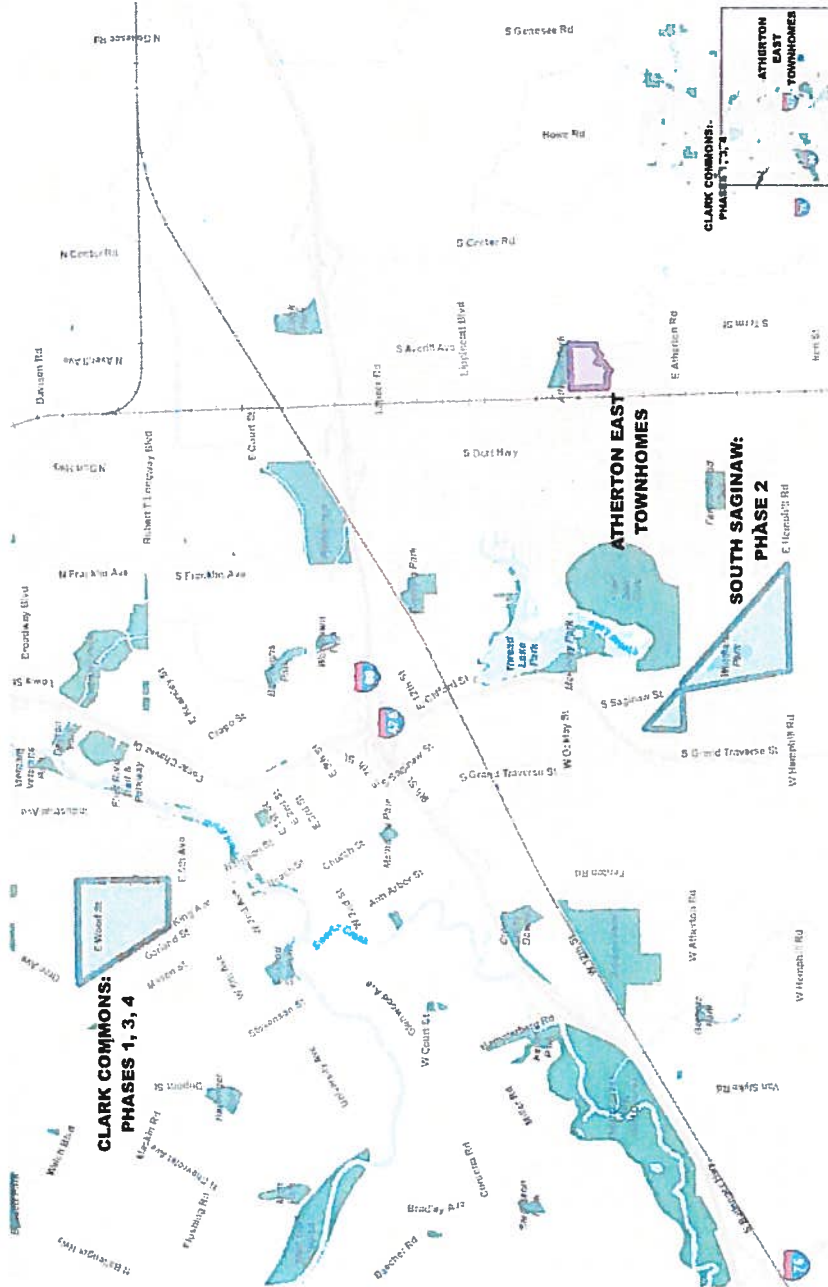


Neighborhood Context

ATTACHMENT 19 A-B
CITY & NEIGHBORHOOD MAPS

EXISTING PROJECT & ELIGIBLE NEIGHBORHOOD /
REPLACEMENT NEIGHBORHOODS

0 0.25 0.5 1 Miles



- City Limits
- Eligible Neighborhood
- REPLACEMENT NEIGHBORHOODS
- ATHERTON EAST TOWNHOMES

MAP-1



CHANGES TO FHC ACOP: ADMISSIONS & CONTINUED OCCUPANCY POLICY

- Under "Definition of Smoking, page 9, marijuana has been added
- Page 11, there will be a \$50 fine for the first violation of smoking on the premises, and a fine of \$75 for the second offense
- Chapter 3. Application for Admission paragraph 12. Applicants must provide proof that utilities can be obtained in their name during the orientation process in order to be offered a unit
- Chapter 10 Section B Move-In Orientation. The resident will be required to participate in a "Cleaning: Inside and Out: Resident Responsibilities" workshop within 90 days of move-in.
- Chapter 18 Re-examinations. Section A. 1. Dependent children can be added to the lease if they are under 18 or a full-time student. No adults may be added to the lease. 2. Criminal background and sex offender registry will be checked at annual re-examination for each adult household member
- Repayment agreements will require a down payment to establish the repayment agreement at a minimum of 25% of the total amount owed
- Housekeeping Standards Policy. Interior Standards. Walls should be clean, free of dirt, grease, holes, cobwebs, fingerprints and any type of writing or drawing

LEASE REVISIONS

- Part I paragraph 3. Checks and money orders are to be made out to Flint Housing Commission or FHC only
- Part II Payments Due Under The Lease. Security Deposit. If the first year lease is not fulfilled, the security deposit is forfeit.
- Part II Paragraph B 1. General b. Not to assign the Lease, sublease or abandon the Premises, or in any way allow persons not on the lease to reside in the unit.
- I. FHC does not allow pets
- P. Not to act, or allow household members or guests to act, in an abusive manner, physically or verbally, to any FHC staff member or representative, or to any resident or guest of a resident.
- S. \$50 fine for not picking up trash in resident's yard
- T. To comply with FHC's Pest Control Policy, including preparing for treatment when unit is found to have pest issues.
- ee. There will be a \$50 fee for covering, disengaging or removing of smoke detector or smoke detector battery from the unit
- hh. Not to possess, or carry, firearms of any type on the premises of the Flint Housing Commission
- 3. Violence Against Women Act (VAWA) If the victim allows the perpetrator of the domestic violence, dating violence, stalking or sexual assault to return, after seeking protection under VAWA, the lease will be terminated

MAINTENANCE DEPARTMENT GOALS 2020

1. Update Maintenance Plan
2. Work with Human Resources to develop a Health and Safety Program and Training
3. Create a Preventative Maintenance Plan and Preventative Maintenance standards
4. Assist and Prepare for REAC inspections
5. Continue to assist the sites with Special Projects:
 - Shut down buildings at Atherton East
 - Assist the sites with maintaining occupancy by renovating vacant units
 - Window Treatments
 - Curb Appeal
 - New signage for properties
6. Hire additional Special Project Maintenance Technicians
7. Implement an after-hour answering service to screen and answer after-hour calls to assure residents are being serviced after hours.
8. Develop an on-call plan
9. Work with residents to provide education and job training to increase section three numbers.
10. Increase Quality Control workload to ensure that residents are being served and work is completed as stated on work orders.

James Franks

Director of Maintenance

2020 Captial Fund grant and 2020 -2024 Five Year Action Plan					SUMMARY	
AMP/ SITE	2019	2020	2021	2022	2023	2024
Amp 1						
Richert Manor			BR SD wired in Generator	Bath updates		Stairway cameras
Garland/Chase	Windows Replace parking lot	Boilers DHW	Generator		Intercom System Comm Room update	Manager office Ext lts-cameras Blinds
Forest Park		Fix/seal parking lot Boilers	Generator		Intercom System Repair spalling-bld Comm Room update	Blinds Interior doors
Howard Estates	Entry doors and frames Cabinets/ countertops			New Garage porches/handrails		Playground Basketball court Sec Screens-wind Landscaping
Amp 3						
Atherton East						
Amp 5	10 cabinets/ counterrops	Unit Renovations Parking lot lights Porch lights	Parking lots replace	porches/sidewalks renovate baths/ kitchens	Roof replacement-6 cabinet/crtops-6	kitchens-baths-40 playgrounds ext. lighting
Amp 6						
Centerview						
Amp 10						
Scattered Sites						
Amp 11	wire in SD	Paint Exterior				
Mince Manor						
Amp 14	privacy fences porches/rails 25% Drive- into complex-		Kitchen updates	rails on porches	Dumpster Enclose	Porch lights Comm Room-office Unit entry doors Renov bathrooms
Amp 15	replace parking lot	replace outlets update baths	flooring in units CR Kitchen Window Replace-halls	Ext doors/closers wire fencing	kitchen renovations	New entry doors New lights-Int & Exterior
KMS Square						

Statement of Financial Resources

[24 CFR Part 903.79 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants		
a) Public Housing Operating Fund	\$5,007,000	Operating Expenses
b) Public Housing Capital Fund '18	\$2,745,000	Work on properties
c) HOPE VI Revitalization	\$0	
d) HOPE VI Demolition	\$0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$4,556,000	Housing Assistance Payments for HCVP
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	\$0	
g) Resident Opportunity and Self-Sufficiency Grants	\$0	
h) Community Development Block Grant	\$0	
i)		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
2018 Capital Fund Grant	\$881,200	Physical needs
2019 Capital Fund Grant	\$1,927,000	Physical needs
3. Public Housing Dwelling Rental Income		
	\$2,156,000	Operating Expenses
4. Other income (list below)		
Choice Neighborhood Developer Fee	\$300,000	Development expenses
Relocation Grant	\$415,000	Tenant relocations to Clark Commons or alternate choice
5. Non-federal sources (list below)		
Tenant Charges	\$223,000	Operating Expenses
Non-Dwelling Rental	\$ 28,275	Operating Expenses
Miscellaneous	\$ 21,400	Operating Expenses
Total resources	\$18,260,875	

Attachment E:

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

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, Sheldon Neeley, the Mayor of Flint, Michigan
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Flint Housing Commission

PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

City of Flint, Michigan

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

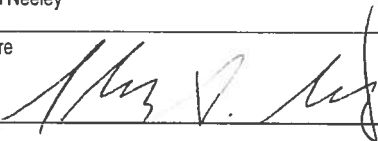
Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

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

Name of Authorized Official

Sheldon Neeley

Signature



Title

Mayor, City of Flint, Michigan

Date

7/13/2020

Attachment F:
**Certifications of Compliance with
the PHA Plans and Related
Regulations**

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 1 July, 2020, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).


Flint Housing Commission
PHA Name

MI009
PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2020

5-Year PHA Plan for Fiscal Years 20__ - 20__

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

Name of Authorized Official <u>Harold S. Ince, Jr</u>	Title <u>Executive Director</u>
Signature 	Date <u>03/24/2020</u>

**Attachment G:
HUD 50077-CR
Civil Rights Certification**

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

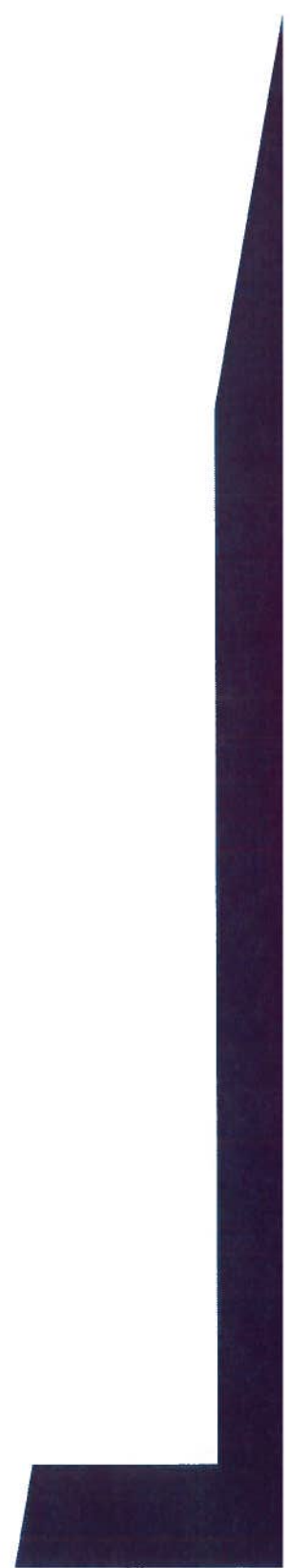
Flint Housing Commission
PHA Name

MI009
PHA Number/HA Code

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

Name of Authorized Official	Title
Geraldine Redmond	President, Board of Commissioners, Flint Housing Commission
Signature <i>Geraldine Redmond</i>	Date <i>2/25/20</i>

**Attachment H:
Capital Fund Program
Five Year Action Plan**



Part I: Summary						
PHA Name/Number Flint Housing Commission MI009		Locality (City/County & State) Flint, Michigan Genesee County			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY __2020	Work Statement for Year 2 FFY ____2021____	Work Statement for Year 3 FFY ____2022____	Work Statement for Year 4 FFY ____2023____	Work Statement for Year 5 FFY ____2024____
	MI009-Flint Housing Commission					
B.	Physical Improvements Subtotal	Annual Statement	1,605,849	1,632,049	1,724,095	1,731,095
C.	Management Improvements		156,246	156,246	60,000	60,000
D.	PHA-Wide Non-dwelling Structures and Equipment		105,000	110,000	110,000	110,000
E.	Administration		287,227	287,227	287,227	287,227
F.	Other		143,500	112,300	116,500	109,500
G.	Operations		574,455	574,455	574,455	574,455
H.	Demolition		0	0	0	0
I.	Development		0	0	0	0
J.	Capital Fund Financing – Debt Service		0	0	0	0
K.	Total CFP Funds		2,872,277	2,872,277	2,872,277	2,872,277
L.	Total Non-CFP Funds	0	0	0	0	
M.	Grand Total	2,872,277	2,872,277	2,872,277	2,872,277	2,872,277

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY <u>2020</u>	Work Statement for Year <u>2023</u> FFY <u>2023</u>			Work Statement for Year: <u>2024</u> FFY <u>2024</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	MI009-000001 Richert Manor			MI009-000001 Richert Manor		
Annual	Garland/Chase Intercom System	2	40,000	Garland/Chase Manager office	1	20,000
Statement	Forest Park Intercom System	1	30,000	Garland/Chase Blinds all windows	All	10,000
000	Forest Park Spalling-exterior	All	20,000	Forest Park Blinds all windows	All	5,000
	Forest Park Comm. Room update	1	20,000	Forest Park New Interior Doors	19	20,000
	Garland Comm Room update	1	150,000	Garland Chase Ext lights-cameras	10	50,000
	Total		260,000	Richert Stairway cameras	30	100,000
				Total		205,000
	MI009-000005 River Park					
	Roof Replacement	29 bldgs.	400,000			
	Siding Replacement	31 bldgs.	310,000	MI009-000002 Howard Estates		
	Total		710,000	New Playground	2	100,000
				New Basketball court		20,000
	MI009-000010 Scattered Sites			Security Screens on windows		136,095
	Roofs	6	87,911	Landscaping –entire development		10,000
	Cabinet Replacement/Countertops	6	80,000	Total		266,095
	Total		167,911			
	Subtotal of Estimated Cost		\$ 1,137,911	Subtotal of Estimated Cost		\$ 471,095

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY <u>2020</u>	Work Statement for Year <u>2023</u> FFY <u>2023</u>			Work Statement for Year: <u>2024</u> FFY <u>2024</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	MI009-000014 Aldridge Place			MI009-000005 River Park		
	Dumpster Enclosures	3-4	20,000	Renovations-Kitchens-baths	40	300,000
	Total		20,000	Playgrounds	2	100,000
				Exterior Lighting-LED	10	50,000
	MI009-000015 KMS Square			Total		450,000
	Kitchen Renovations- unit	159	450,000			
	Total		450,000	MI009-000011 Mince Manor		
				Dead bolts for Apt doors	110	20,000
	PHA WIDE- Interior renovations	5	116,184	Total		20,000
	Total		116,184	MI009-000014 Aldridge Place		
				New Porchlights	186	30,000
				Renovate Comm room/office		50,000
				New Entry Doors- units	186	100,000
				Renovate bathrooms	93	380,000
				Total		560,000
				MI009-000015 KMS Square		
				New Unit doors	159	200,000
				New LED lights Int. & Ext.		30,000
				Total		230,000
		Subtotal of Estimated Cost		\$ 586,184	Subtotal of Estimated Cost	

Part III: Supporting Pages – Management Needs Work Statement(s)						
Work Statement for Year 1 FFY 2020	Work Statement for Year 2021 FFY 2021			Work Statement for Year: 2022 FFY 2022		
	Development Number/Name General Description of Major Work Categories		Estimated Cost	Development Number/Name General Description of Major Work Categories		Estimated Cost
See Annual Statement	Operating 1406			Operating 1406		
	AMP 1		97,657.35	AMP 1		97,657.35
	AMP 2		45,956.40	AMP 2		45,956.40
	AMP 3		91,912.80	AMP 3		91,912.80
	AMP 5		86,168.25	AMP 5		86,168.25
	AMP 6		45,956.40	AMP 6		45,956.40
	AMP 10		34,467.30	AMP 10		34,467.30
	AMP 11		51,700.95	AMP 11		51,700.95
	AMP 14		45,956.40	AMP 14		45,956.40
	AMP 15		74,679.15	AMP 15		74,679.15
	Total		574,455	Total		574,455
	Management Improvement			Management Improvement		
	Staff/Maint. Training	PHA-Wide	15,000	Staff/Maint. Training	PHA-Wide	15,000
	Computer Software	PHA-Wide	25,000	Computer Software	PHA-Wide	25,000
	Security Equipment	PHA -Wide	116,246	Security Equipment	PHA -Wide	116,246
Total		156,246	Total		156,246	
Subtotal of Estimated Cost \$ 730,701			Subtotal of Estimated Cost \$ 730,701			

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY 2020	Work Statement for Year 2021 FFY 2021		Work Statement for Year: 2022 FFY 2022	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See Annual Statement				
			Administration	
	Administration	AMP 1 48,828.59	AMP 1	48,828.59
		AMP 2 22,978.16	AMP 2	22,978.16
		AMP 3 45,956.32	AMP 3	45,956.32
		AMP 5 43,084.05	AMP 5	43,084.05
		AMP 6 22,978.16	AMP 6	22,978.16
		AMP 10 17,233.62	AMP 10	17,233.62
		AMP 11 25,850.43	AMP 11	25,850.43
		AMP 14 22,978.16	AMP 14	22,978.16
		AMP 15 37,339.51	AMP 15	37,339.51
	Administration Total	287,227	Administration Total	287,227
	Subtotal of Estimated Cost	\$ 287,227	Subtotal of Estimated Cost	\$ 287,227

Part III: Supporting Pages – Management Needs Work Statement(s)						
Work Statement for Year 1 FFY 2020	Work Statement for Year ____ 2023 FFY __ 2023			Work Statement for Year: ____ 2024 ____ FFY ____ 2024 ____		
	Development Number/Name General Description of Major Work Categories		Estimated Cost	Development Number/Name General Description of Major Work Categories		Estimated Cost
See Annual Statement	Administration	AMP 1	48,828.59	Administration	AMP 1	48,828.59
		AMP 2	22,978.16		AMP 2	22,978.16
		AMP 3	45,956.32		AMP 3	45,956.32
		AMP 5	43,084.05		AMP 5	43,084.05
		AMP 6	22,978.16		AMP 6	22,978.16
		AMP 10	17,233.62		AMP 10	17,233.62
		AMP 11	25,850.43		AMP 11	25,850.43
		AMP 14	22,978.16		AMP 14	22,978.16
		AMP 15	37,339.51		AMP 15	37,339.51
		Administration Total	287,227		Administration Total	287,227
		Subtotal of Estimated Cost	\$ 287,227		Subtotal of Estimated Cost	\$ 287,227

**Attachment I:
Capital Fund Program
Annual Statement
Performance and Evaluation
Report**

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

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB NO. 2577-02276
 Expires 4/30/2011

Part I: Summary						
PHA Name: Flint Housing Commission		Grant Type and Number Capital Fund Program Grant No: : MI28P009-50120 Replacement Housing Factor Grant No: Date of CFFP: _____			FFY of 2020 FFY of Grant Approval:	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost 1		
		Original	Revised 2	Obligated	Expended	
1	Total non-CFP Funds	0				
2	1406 Operations (may not exceed 20% of line 21) 3	574,455				
3	1408 Management Improvements	148,095				
4	1410 Administration (may not exceed 10% of line 21)	287,227				
5	1411 Audit	2,500				
6	1415 Liquidated Damages	0				
7	1430 Fees and Costs	142,000				
8	1440 Site Acquisition	0				
9	1450 Site Improvement	330,000				
10	1460 Dwelling Structures	1,228,000				
11	1465.1 Dwelling Equipment—Nonexpendable	50,000				
12	1470 Non-dwelling Structures	0				
13	1475 Non-dwelling Equipment	110,000				
14	1485 Demolition	0				
15	1492 Moving to Work Demonstration	0				
16	1495.1 Relocation Costs	0				
17	1499 Development Activities 4	0				
18a	1501 Collateralization or Debt Service paid by the PHA	0				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0				
19	1502 Contingency (may not exceed 8% of line 20)	0				
20	Amount of Annual Grant: (sum of lines 2 – 19)	2,872,277				
21	Amount of line 20 Related to LBP Activities	0				
22	Amount of line 20 Related to Section 504 Activities	0				
23	Amount of line 20 Related to Security – Soft Costs	0				
24	Amount of line 20 Related to Security – Hard Costs	0				
25	Amount of line 20 Related to Energy Conservation Measures	0				
Signature of Executive Director		Date		Signature of Public Housing Director		
				Date		

Part II: Supporting Pages								
PHA Name: Flint Housing Commission		Grant Type and Number Capital Fund Program Grant No: MI28P009-50120 Replacement Housing Factor Grant No:			CFFP (Yes/ No):		Federal FFY of Grant: 2020	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds ² Obligated	Funds Expended ²	
MI009-000001	Garland/Chase DHW 820 bldg	1480	1	50,000				
Richert Manor	Garland/Chase Boilers 906 bldg (2)	1480	2	100,000				
	Garland/Chase Boiler 820 bldg	1480	1	60,000				
	Forest Park Boilers (2)	1480	2	100,000				
	Forest Park Fix/seal parking lot	1480	1	180,000				
	Total			490,000				
MI009-000005								
River Park	Unit Renovations	1480	10	248,000				
	Parking lot lights -LED	1480	10	150,000				
	Porch lights- LED	1480	All	20,000				
	Total			418,000				
MI009-000011	Paint Exterior of Building-& CO	1480		150,000				
Mince Manor				150,000				

Part II: Supporting Pages								
PHA Name: Flint Housing Commission		Grant Type and Number Capital Fund Program Grant No: MI28P009-50120 CFFP (Yes/ No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2020		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated2	Funds Expended	
Operating	AMP 1	1406		97,657.35				
	AMP 2	1406		45,956.40				
	AMP 3	1406		91,912.80				
	AMP 5	1406		86,168.25				
	AMP 6	1406		45,956.40				
	AMP 10	1406		34,467.30				
	AMP 11	1406		51,700.95				
	AMP 14	1406		45,956.40				
	AMP 15	1406		74,679.15				
	Total			574,455				
Management	Security Equipment-cameras, fence	1408		128,095				
Improvements	Computer Software	1408		20,000				
				148,095				

Part II: Supporting Pages								
PHA Name: Flint Housing Commission		Grant Type and Number Capital Fund Program Grant No: : MI28P009-50120 CFFP (Yes/ No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2020		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised 1	Funds Obligated2	Funds2 Expended	
Administration	Mod Director and Staff	AMP 1	1410	48,828.59				
		AMP 2	1410	22,978.16				
		AMP 3	1410	45,956.32				
		AMP 5	1410	43,084.05				
		AMP 6	1410	22,978.16				
		AMP 10	1410	17,233.62				
		AMP 11	1410	25,850.43				
		AMP 14	1410	22,978.16				
		AMP 15	1410	37,339.51				
		Total		287,227				
Mod Audit	Audit for Mod Dept.		1480	2,500				
Dwelling Equip	Stoves and Refrigerators-PHA Wide		1480	50,000				
Non Dwell Equip	Maint Equipment- PHA Wide		1480	20,000				
	Computer Equip- PHA Wide		1480	30,000				
	Maintenance Vehicles		1480	60,000	1			
	Total			110,000				

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Flint Housing Commission				Federal FFY of Grant: 2020	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
Operating					
Management Impr					
Administration					
General Activities					
RAD CFP					

Attachment J:
Significant Amendment



U.S. Department of Housing and Urban Development

Detroit Field Office
Office of Public Housing
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 1710
Detroit, MI 48226-2592
Tel. (313) 226-7900 FAX (313) 226-6160

January 29, 2020

Harold S Ince Jr.
Executive Director
Flint Housing Commission
3820 Richfield Road
Flint, MI 48506

Dear Mr. Ince:

Subject: Flint Housing Commission (MI009)
RAD PHA Plan/Significant Amendment Submission

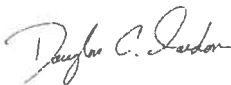
This correspondence is to inform the Flint Housing Commission that the PHA Plan or Significant Amendment, submitted to HUD on 09/27/2019 is approved.

As the PHA has been issued a Commitment to Enter into a Housing Assistance Payments Contract (CHAP) under the Rental Assistance Demonstration (RAD), we reviewed the submission for compliance with PIH Notice 2012-32 (HA), "Rental Assistance Demonstration – Final Implementation," as revised and currently in effect. We have found compliance with the required elements and determined that the RAD PHA Plan milestone is fulfilled. The Housing Authority's approved PHA Plan Significant Amendment Submission must be made available for review and inspection at the principal office of the Housing Authority during normal business hours.

Upon receipt of this letter, you should upload it to the appropriate section of the RAD Resource Desk.

If you have any questions please contact Zena Farah, Portfolio Management Specialist, at (313) 234-7371 or via email at Zena.M.Farah@hud.gov.

Sincerely,

X 

Douglas C. Gordon, Director
Michigan HUD Field Office of Public Housing
Signed by: DOUGLAS GORDON

Flint Housing Commission PHA Plan

**Significant Amendment No. 1
5 Year Plan for Fiscal Years 2019 — 2023
Annual Plan for Fiscal Year 2019**



**3820 Richfield Road
Flint, MI 48506**

Published for Public Comment on July 12, 2019

Comments due on or before 9:00 am August 26, 2019

Public Hearing: 10:00 am August 27, 2019 at 3820 Richfield Rd., Flint, MI 48506

Comments should be directed to:

Flint Housing Commission

3820 Richfield Rd.

Flint Michigan, 48506

Attn: PHA Plan Significant Amendment

or

dcrawford@flinthc.org

(810)-736-3099



**Flint Housing Commission
2019 Public Housing Agency Plan
Significant Amendment No. 1**

Attachments Table of Contents

- Attachment A: 5-Year PHA Plan HUD-50075-5Y**
- Attachment B: Annual PHA Plan HUD-50075-ST**
- Attachment C: Flint Housing Commission PHA Plan
Amendment**



FLINT HOUSING COMMISSION

3820 Richfield Rd. • Flint, Michigan 48506

Phone: (810) 736-3050

Fax: (810) 736-0158

MI 9-1
Richter Manor
902 E. Court. St. 48503
(810) 736-3094

MI 9-1
Garland Apartments
820 & 906 Garland St. 48503
(810) 736-3094

MI 9 1
Forest Park
4060 M. L. King Ave. 48505
(810) 736-3094

MI 9 2
Loward Estates (Family)
801 Floral Park 48503
(810) 736-3170

MI 9 3
Atherton East (Family)
3123 Chambers 48507
(810) 736-3159

9-5
River Park Apartments (Family)
7002 Pemberton Dr. 48505
(810) 736-3088

MI 9 6
Centerview Apartments
2001 N. Center Rd. 48506
(810) 736-3102

MI 9 8 & MI 9 10
Scattered Sites Houses (Family)
(810) 736-3148

MI 9-11
Mince Manor (Elderly)
3800 Richfield Rd. 48506
(810) 736-3193

MI 9 14
Aldridge Place (Family)
5838 Edgar Holt Drive 48505
(810) 736-3148

MI 9-15
Kenneth M. Simmons Square
2101 Stedron 48504
(810) 736-3154

Section 8 Program
(810) 736-3050

Section 3 Program
(810) 736-3050

Family Self Sufficiency Program
(810) 736-3050

TO: Board of Commissioners

FROM: Harold S. Ince, Jr., Executive Director

DATE: Tuesday, August 27, 2019

RE: Resolution #1345 – 2019 Public Housing Agency (PHA) Plan
Significant Amendment

Objective: To obtain the Board of Commissioners' approval to submit the significant amendment for the Flint Housing Commission's 2019 Public Housing Agency (PHA) Plan to the U.S. Department of Housing and Urban Development. (HUD)

Present Situation: In accordance with the Code of Federal Regulations 24 CFR 903.21, a PHA, after submitting its 5-Year Plan or Annual Plan to HUD, may amend or modify any PHA policy, rule regulation or other aspect of the plan. The amendment is a significant amendment as defined in 24 CFR 903.7(r)(2).

Advantages: Approval of Resolution #1345 will allow the administration the opportunity to make the necessary changes to the Flint Housing Commission's plan in order to meet the goals stated in the significant amendment for the 2019 Public Housing Agency (PHA) Plan.

Disadvantage: The administration is not aware of any disadvantages.

Action: The administration recommends that the Flint Housing Commission's Board of Commissioners adopt Resolution #1345, which will allow the housing commission to meet their goals.





FLINT HOUSING COMMISSION

3820 Richfield Rd. • Flint, Michigan 48506
Phone: (810) 736-3050
Fax: (810) 736-0158

- MI 9-1
Richert Manor
902 E. Court. St. 48503
(810) 736-3094
- MI 9-1
Garland Apartments
020 & 906 Garland St. 48503
(810) 736-3094
- MI 9-1
Forest Park
4060 M.L. King Ave. 48505
(810) 736-3094
- MI 9-2
Howard Estates (Family)
801 Floral Park 48503
(810) 736-3170
- MI 9-3
Atherton East (Family)
1123 Chambers 48507
(810) 736-3159
- MI 9-5
River Park Apartments (Family)
7002 Pemberton Dr. 48505
(810) 736-3088
- MI 9-6
Centerview Apartments
2001 N. Center Rd. 48506
(810) 736-3102
- MI 9-8 & MI 9-10
Scattered Sites Houses (Family)
(810) 736-3148
- MI 9-11
Mince Manor (Elderly)
3800 Richfield Rd. 48506
(810) 736-3193
- MI 9-14
Aldridge Place (Family)
5838 Edgar Holt Drive 48505
(810) 736-3148
- MI 9-15
Kenneth M. Simmons Square
2101 Stedron 48504
(810) 736-3154
- Section 8 Program
(810) 736-3050
- Section 3 Program
(810) 736-3050
- Family Self Sufficiency Program
(810) 736-3050

FLINT HOUSING COMMISSION RESOLUTION #1345 2019 PUBLIC HOUSING AGENCY (PHA) PLAN SIGNIFICANT AMENDMENT TUESDAY, AUGUST 27, 2019

To obtain the Board of Commissioners' approval to submit the significant amendment for the Flint Housing Commission's 2019 Public Housing Agency (PHA) Plan to the U.S. Department of Housing and Urban Development. (HUD)

The administration informs the Board of Commissioners as follows:

That, in accordance with the Code of Federal Regulations 24 CFR 903.21, a PHA, after submitting its 5-Year Plan or Annual Plan to HUD, may amend or modify any PHA policy, rule regulation or other aspect of the plan. The amendment is a significant amendment as defined in 24 CFR 903.7(r)(2).

That, by adopting Resolution #1345 will allow the administration the opportunity to make the necessary changes to the Flint Housing Commission's plan in order to meet the goals stated in the significant amendment for the 2019 Public Housing Agency (PHA) Plan.

Now therefore be it resolved, that, the Board of Commissioners of the Flint Housing Commission hereby adopt Resolution #1345 for the significant amendment of the 2019 Public Housing Agency (PHA) Plan for the submission to HUD for approval.

Commissioner Schmitter MOVED that the forgoing resolution be adopt as introduced and read, which motion was SECONDED by Commissioner Olivares, after discussion and upon roll call vote the "ayes" and "nays" were as follows:

Ayes: 3
Nays: 0
Abstain: 0
Absent: 1

The Chairman thereupon declared said motion carried and said Resolution adopted on the 27th Day of August 2019.

Signed by: Jessie McIntosh
Jessie McIntosh
President
Board of Commissioners

Signed by: Harold Ince, Jr.
Harold Ince, Jr., Secretary
Executive Director





FLINT HOUSING COMMISSION

Harold S. Ince, Jr.
Executive Director
3820 Bechtel Road
Flint, Michigan 48906
Phone: (810) 736-9150
(810) 736-9178

Board of Commissioners:
President Jesse McIntosh
Vice President Geraldine Redmond, Board of Commissioner
Commissioner Willie Duncan
Commissioner San Juanita Olivares
Commissioner Philip Schmitter

Public Hearing

Conference Room

Thursday, August 29, 2019

9:00 am

Attendees:

Harold S. Ince, Jr. Ex. Director/Secretary	Vice President Redmond	Commissioner Olivares Conference call
Jason Borrer, Dir. Development	Commissioner Schmitter	
Jenny Fletcher - Recorder		

Vice President Redmond opened the public hearing at 9:04 AM for comments regarding Resolution 1345: 2019 PHA Plan Significant Amendment, and Resolution 1352: Moving Company Services Contract.

Notes:

1. The Board was instructed to note the chart included in the PHA Plan Significant Amendment which is required to be included in the PHA Plan as per PIH-2012-32(HA) REV-3 Section 1, Attachment 1D Requirements for RAD-Specific PHA Plan and/or Significant Amendment to the PHA Plan Submissions. The chart includes the required details of each conversion under consideration. The details are consistent with previous communications to the Public and Board since the 2018 Annual PHA Plan.
2. The Board was informed of revisions to the definition of a Substantial Deviation noting there will be decision making steps through a RAD Conversion which will not require Significant Amendments.



- a. The Board was directed to note the list of fourteen (14) scattered sites properties FHC intends to request permission to dispose of to the HUD Special Applications Center (SAC) in Chicago. The request will include receiving Tenant Protection Vouchers (TPVs).

Public Comments: There were no public comments.

Discussion:

1. Scattered sites are traditionally expensive to maintain. FHC is looking to sell the scattered sites at fair market value. Mr. Ince communicated that the Mayor has agreed to help with the property disposal if needed.
2. Some sites may fall under RAD Conversion and their portion of the RAD subsidy will transfer to new development.
3. FHC is working on the financing plan for our four sites.
4. Jason Borrer reviewed the Resident Informational Meeting which was held on July 23, 2019.
5. Mr. Ince explained how RAD will keep FHC under HUD, but under a different funding flow.
6. Commissioner Schmitter expressed concern that there may be extenuating circumstances which exempt a resident from utilizing their voucher with certain landlords. Mr. Ince clarified that although FHC will consider residents to be in good standing, landlords may and can deny tenancy due to other criteria (i.e. low credit scores). Mr. Ince also clarified that eviction from housing will negate a resident's Right to Return.
7. Vice President Redmond asked for clarification on how RAD effects planned modernization plans. Mr. Ince and Mr. Borrer explained that, as per FHC's Needs Assessment, modernization will continue, but that the time line and funding flow may change.

Vice President Redmond adjourned the meeting at 9:58 AM/PM.

Attest:

Submitted by:



Harold S. Ince, Jr.

Executive Director

Flint Housing Commission

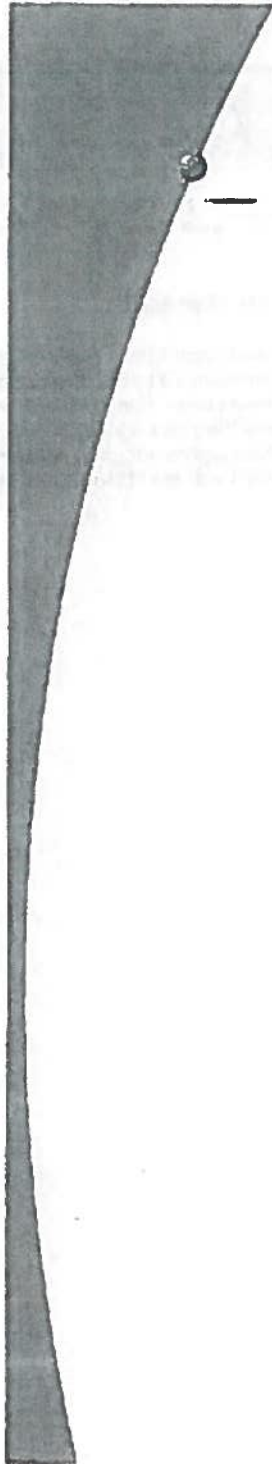
Equal Housing Opportunity



TTY: (810) 736-7061



Attachment A



**5-Year PHA Plan
(for All PHAs)**

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

OMB No. 2577-0226
Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-SY is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information.
A.1	<p>PHA Name: <u>Flint Housing Commission</u> PHA Code <u>MI009</u></p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07-01-2019</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p>Central Office 3820 Richfield Road Flint, MI 48506</p> <p>Richert Manor 902 E. Court Street Flint, MI 48503</p> <p>Howard Estates Townhouses 801 Floral Park Flint, MI 48503</p> <p>Atherton East 3123 Chambers Street Flint, MI 48507</p> <p>River Park Townhouses 7002 Pemberton Drive Flint, MI 48505</p> <p>Centerview Apartments 2001 N. Center Road Flint, MI 48506</p> <p>Mince Manor Apartments 3800 Richfield Road Flint, MI 48506</p> <p>Aldridge Place Townhouses/ Scattered Site Houses 5838 Edgar Holt Drive Flint, MI 48505</p> <p>Kenneth M. Simmons Square Apartments 2101 Stedron Street Flint, MI 48504</p> <p>Flint Public Library 1026 E. Kearsley Flint, MI 48503</p>

PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PIIA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCY
Lead PHA					

B. 5-Year Plan. Required for all PHAs completing this form.

B.1 Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.

The Flint Housing Commission is dedicated to providing this community with quality, affordable housing that is decent, well maintained, and free from drugs and violent crime. We endeavor to provide livable communities that are made up of a diverse range of economic incomes so that children of these communities have role models that are visibly striving to make economic gains for their families. We are committed to providing our residents with as many opportunities as possible to become economically self-sufficient. We shall do all of these things while serving our residents and neighboring citizens with the highest degree of professional courtesy, empathy and respect.

B.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years.

The Flint Housing Commission (FHC) will continue to accomplish its mission statement through it goals and objective

The FHC continue to increase our Public Housing Occupancy during the fiscal year ending. We are working every day to reach our goal of 98% occupancy during the next year and our long-term goal of 100% occupancy and to maintain that level year in and year out. We have in house REAC Inspectors that inspect our properties year round and along with our two housekeeping inspection per year performed by our management team to provide our residents with decent, sanitary, and safe living environments. Our goal with the amount of inspections, moving forward, is to pass our Physical REAC Inspection this year, and move closer to becoming High Performance housing for fiscal year 2019. Future training will be schedule for the management and maintenance staff to keep up to date on the changes made by U.S. Department of Housing and Urban Development (HUD) so that we can improve our overall PHAS Score

The FHC's Goals and Objectives are as follows: (2019-2023)

1. The FHC is moving forward with the Choice Neighborhood Plan for the Atherton East Complex redevelopment plan.
2. Continue to participate with the Choice Neighborhood Implementation grant for Atherton East
3. Moving forward with developing the Choice Neighborhoods
4. Applications for RAD Conversions was submitted in October 2017 for the following complexes Atherton East, Richert Manor, Mince Manor, Centerview, and Aldridge Place
5. FHC has filled the position for a Director of Asset Management
6. Replace all playground equipment at all of our family sites
7. Safety Rules and Regulations for playground areas
8. Make repairs to parking lots
9. Replace siding on buildings where needed
10. Updating the Parking Policies
11. Hire contract workers to bring units on line to increase the occupancy
12. Provide Section 3 job training for FHC's residents
13. Review Section 3 policy to ensure policy is beneficial to the agency and the residents
14. Research purchasing properties for the replacement of the Scattered Site properties sold under the disposition plan from previous year
15. Continue to promote Family Self-Sufficiency for the residents of our housing commission. FHC will hire a FSS Coordinator for the program.
16. Complete a 100% Inspections of all vacant units within the housing commission
17. Submit a demo/disposition application for scattered sites.
18. FHC will submit additional properties to a Demo/Disposition plan
19. New appliances for the sites
20. Update kitchen cabinets at all sites
21. Complete a 100% Inspections of all vacant units within the housing commission
22. Submit a demo/disposition application for scattered sites.
23. FHC will submit additional properties to a Demo/Disposition plan
24. New appliances for the sites
25. Update bathroom tubs, toilets, vanities in units
26. Update light fixtures in units

B.2

27. Update flooring in units
28. Remove trees on fence lines on properties, as well, as any over grown vegetation on properties that may create a hazard
29. Updating the ACOP's policy regarding criminal background to ensure agency is using best practices provided in PIH Notice 2019-19
30. Atherton East has been awarded tax credits and received HUD's approval letter (CHAP) to convert 100% of the site through the RAD program.
31. Goal met to provide Smoke-Free Housing (Phase 1)
32. Working on a Housing Managers Procedures Manual
33. Updating Lease Agreement
34. Updating Admission and Continued Occupancy Policy (ACOP)
35. Refrigerator and Stove Log current in Emphasys Elite system
36. PIC and EIV Training for all utilizing staff
37. General Landscaping projects for all FHC's buildings including the Central Office
38. Elderly Allocation application for Mince Manor and Kenneth M. Simmons Square apartments
39. Implement the Safety Committee with existing staff
40. Provide free dryer services for residents at all sites as it relates to bedbug treatment and provide preparation services for the elderly and disabled residents for bed bug treatment.
41. Hiring additional property managers and assistant property manager to cover the properties, as well as, hiring addition Maintenance Technician
42. Update Utility Allowances, if required based on the 10% rule
43. Complete Lead Based Paint Testing for the housing commission Goal met and complete by Modernization.
44. Update the Fire Extinguisher Inspection Forms
45. Security Camera System for all family site properties
46. Updated Security Camera Systems for high rises
47. Create Security Self-Assessment Checklist to monitor security cameras
48. Reach High Performing Standards before or by 2021
49. Short-term goal to improve REAC Scores by 20% overall
50. Training for all maintenance and managers for UPSC
51. Remove all Satellite Dishes from FHC's property and start strict enforcement of the policy
52. Update All FHC's Forms
53. Update All Processes and Procedures guidelines
54. Update Occupancy Policy and Procedures
55. Desk Procedures for Every Department in Public Housing
56. Neighborhoods Grant will determine the outcome for the property
57. Smoke Free Implementation Continuing with practices for residents and staff (Phase 2)
58. Put New Lease Agreements in place and have them all signed by management and residents
59. Window Treatments for all Sites
60. FHC Goal is to Progressively Improve the REAC Scores by 50% or higher
61. Final Phase to have full implementation of Smoke Free Housing (Final Phase)
62. Tax Credit Training for all Management in Public Housing
63. 100% Occupancy in all Public Housing Complexes
64. Resident Police Officers at the Family Sites
65. Choice Neighborhood processes moving and operating
66. Tax Credit Certifications and Voucher Training for Public Housing
67. Refresher Trainings in all areas of Public Housing for management and maintenance
68. Re-visit all Policies and Procedures to make any necessary updates for the housing commission
69. FHC received the funding under the Fiscal Year 2018 Capital Fund Emergency Safety and Security Program on September 7, 2018 with a grant amount of \$250,000. (Attachment Approval letter)
70. Asset Repositioning
71. Processing Low-Income Tax Credits Applications

Section 8 - HCV Program 5 Year Plan Goals:

Provide outreach, information, community engagement

1. Annual Landlord Meetings
2. Quarterly newsletter sent to landlords and tenants
3. Provide quarterly client workshops for financial literacy, housekeeping, budgeting, etc.

Achieve and maintain High performer status

1. Quarterly Internal audit for Section 8 Management Assessment Program (SEMAP), Voucher Management System (VMS), and Inventory Management System(IMS)/PIH Information Center (PIC)
2. Monthly report audits to find trends and mistakes
3. Provide more adequate service for all potential residents and help them
4. Create Online Waiting List for the Section 8 Program

Effective cross training for all areas of HCV

1. Inventory Management System(IMS)/PIH Information Center (PIC) training for staff
2. HUD-Veterans Affairs Supportive Housing (VASH) Program training for staff
3. Update Housing Choice Voucher (HCV) training in all areas for all HCV staff

Develop and implement a Home Ownership Program

1. Research other agency home ownership programs for Family Self-Sufficiency program
2. Consult with attorney and seek out HUD Model
3. To move residents from being dependent on government subsidy to independent home owners

2019-2023 Public Housing Program (continued)

Information Technology Department 5-Year Plan Goals:

1. Update and replace all servers
2. Develop new backup plan with on and offsite backups for virtualized environment. (Veeam)
3. Update local machines from Windows 7 to Windows 10
4. Update servers from Windows 2008, 2012 to 2016 and beyond.
5. Update SQL database to Microsoft SQL 2016
6. Start looking into cloud computing/hosting
7. Adjust network to new developing trends in the technology world.
8. Replace Firewalls at all sites updated models with Email sandboxing for network safety.
9. New IP Phones for all offices
10. New cellphones for employees
11. New computers for every office
12. Upgrade Emphasys Ellie Software to 2.0 and beyond
13. Upgrade Microsoft Office
14. New Copy Machines for the Central Office and Section 8
15. New and updated website
16. Work with Phone Company to reduce bills and get on new contract
17. Virtualize some servers
18. Microsoft Surface tablets for onsite reviews and inspections
19. New computer labs at the sites
20. New cell phones for all employees
21. Access control systems expanded to sites for security and accountability
22. New camera systems at all sites
23. Possible replacement of Outlook email with Gmail services
24. New Network Area Storage device for all backups
25. Maintain off-site back ups
26. Update Antivirus Software
27. Regularly update and replace all employees' computers
28. Update Projectors
29. Training:
 1. HQS Certification
 2. Eligibility & Occupancy Training
 3. FSS
 4. HUD's Visual Assessment for Lead Based Paint

Family Self-Sufficiency Program (FSS) and the Section 3 Program Goals

The Family Self-Sufficiency Program (FSS) and the Section 3 Program are still works in progress and continue to grow and as we grow become more knowledgeable of the task ahead. We continue as an organization to promote and encourage our residents to move toward gainful employment by getting training, education, and ultimately reach full self-sufficiency. With this goal in mind for both FHC and our residents, there should be continued growth in the programs.

The FSS program will develop and implement a Home-ownership program design to create a more direct path from renting to ownership. This program will involve but not limited to training, credit repair, credit building, and financial management.

1. The FSS program will seek to continue to further strengthen our community relationships with the Flint and Genesee Job Corps Center, Metro Flint Youth Build, Michigan Works, and Mott Workforce Development and utilize all appropriate job training, job development, and job placement tools at FHC's access.
2. FHC will continue to move forward with the development of the "Slight Edge" non-profit development arm of the FHC for the Section 3 program.
3. The FHC will continue to follow their policies, HUD's rules/regulations, as well as, the State and local laws to lawfully deny the admission of applications, or disallow the continued occupancy of residents; whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort, or welfare of other residents or the physical environment of the neighborhood, or create a danger for the FHC employees. The FHC will work on these policies with HUD and the legal system through updating the lease Admission and Continued Occupancy Policy (ACOP).
4. The FHC will continue to house residents in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income, very low, and extremely low-income families in the FHC's jurisdiction.
5. The FHC will continue to provide opportunities for upward mobility for families who desire to achieve self-sufficiency.

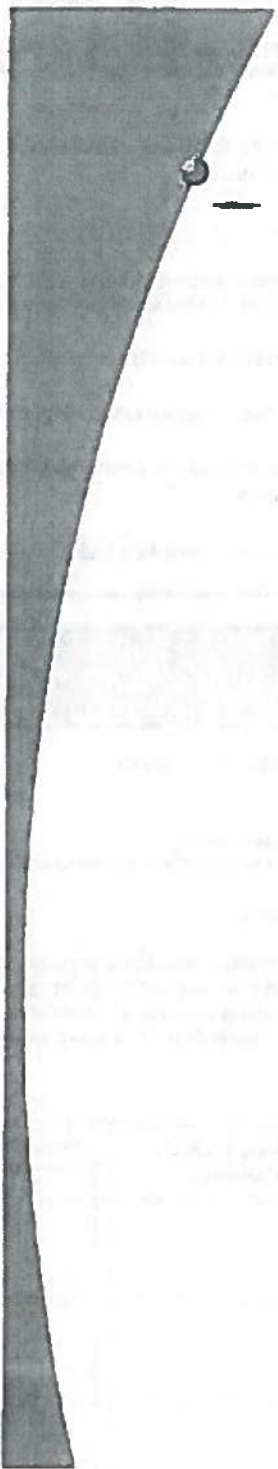
Family Self-Sufficiency Program (FSS) and the Section 3 Program Goals (continued)

6. The FHC will facilitate the judicious management of the FHC's inventory and the efficient management of the FHC's staff.
7. The FHC will continue to ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations, so that the admissions and continued occupancy are conducted without regard to race, color, and religion, creed, sex, national origin, handicap, or familial status.
8. The FHC continue to maintain the improvements that took place during the Energy Performance audit. The audit should gain savings for future physical improvements to the structures, interior and exterior phases of the complex.

Human Resources Department 5-Year Plan Goals (2019 - 2023)

1. Implement an employee wellness program
2. Update all Personnel Forms, as needed
3. Finalize Negotiations for Labor Contract
4. Update all FHC's Job Descriptions, as needed
5. Update FHC's Personnel Policies and Procedures, as needed
6. Create a Human Resources Management Procedures Manual
7. Recruit and retain a diverse workforce to meet the needs of the FHC
8. Increase Section 3 Hiring
9. Streamline Onboarding Process for New Hire
10. Implement Employee Development Program
11. Implement a Safety Program
12. Develop a Board approved salary structure for exempt staff, along with a wage increase policy and procedure
13. Develop a Department Budget
14. Assist with creating positive change in FHC's culture, while boosting employee morale
15. Increase employee engagement events
16. Administer HR policy and programs effectively and efficiently, while maintaining internal customer (staff) satisfaction
17. Maintain and update the Employee Benefits Program
18. Increase staff participation in the Retirement Plan
19. Increase staff participation in the FSA Plan
20. Increase staff participation in Payroll and HR Self-Service Programs

B.3	<p>Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan</p> <p>All goals and objectives that we set out to do in the previous years for the 5-Year Plan are complete and all other goals and objectives that were not complete, have been forward over to this current plan</p>
B.4	<p>Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking</p> <p>The YWCA of Flint will be periodically presenting presentation at all of the family sites with awareness workshops and providing informational sessions to the residents.</p>
B.5	<p>Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan</p> <p>FHC is notifying our resident, participants and Public through a Significant Amendment to the PHA Plan of their intentions to convert PHA owned public housing assisted (Section 9) properties to Section 8 PBV assisted properties. Specifically, FHC is identifying four (4) properties to be converted and the details of those conversions as required by PIH-2012-32 (HA) H-2017-03, REV-3 and all subsequent notices. See attachments to this Plan for details.</p> <p>Any increase to a new or existing eligible work item in the Capital Fund Program 5-Year or Annual Plan that does not exceed 10% of the grant will not be considered a substantial deviation and will not require a Significant Amendment.</p>
B.6	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
B.7	<p>Certification by State or Local Officials.</p> <p>Form HUD-50077-SL. Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>



Attachment B

Annual PHA Plan <i>(Standard PHAs and Troubled PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
--	---	--

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. Form HUD-50075-ST is to be completed annually by **STANDARD PHAs** or **TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** - A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.								
	PHA Name: <u>FLINT HOUSING COMMISSION</u> PHA Code <u>M1009</u> PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA PHA Plan for Fiscal Year Beginning (MM/YYYY) <u>07/2019</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>1183</u> Number of Housing Choice Vouchers (HCVs) <u>1032</u> Total Combined Units/Vouchers <u>2215</u> HUD VASH Vouchers: <u>60</u> PHA Plan Submission Type: <input type="checkbox"/> Annual Submission <input checked="" type="checkbox"/> Revised Annual Submission Availability of Information. PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. <input type="checkbox"/> PHA Consortia. (Check box if submitting a Joint PHA Plan and complete table below)								
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program				
	Lead PHA				<table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td></td> <td></td> </tr> </table>	PH	HCV		
PH	HCV								
					<table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td></td> <td></td> </tr> </table>	PH	HCV		
PH	HCV								
					<table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td></td> <td></td> </tr> </table>	PH	HCV		
PH	HCV								
					<table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td></td> <td></td> </tr> </table>	PH	HCV		
PH	HCV								

B. Annual Plan Elements

1 Revision of PHA Plan Elements.

(a) Have the following PHA Plan elements been revised by the PHA?

- | | |
|-------------------------------------|-------------------------------------|
| Y | N |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s)

The purpose of this Significant Amendment is to inform the Public the Flint Housing Commission (FHC) was a successful applicant in the Rental Assistance Demonstration (RAD). As a result, FHC intends to convert Richert Manor M1009000001, Centerview Apartments M1009000006, Mince Manor M1009000011 and Aldridge Place Apartments M1009000014 to Project Based Vouchers (PBV) under the guidelines of PHH Notice 2012-32 (HA) REV-1, REV-2, REV-3 and any successor Notices

FHC definition of Substantial Deviation is below. These actions will not be required FHC to amend their Plan through a Significant Amendment.

1. The decision to convert to either Project Based Rental Assistance or Project Based Voucher.
2. Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of Capital Funds
3. Changes to the construction and rehabilitation plan for each RAD conversion.
4. Changes to the financing structure for each approved RAD conversion.
5. Any increase to a new or existing eligible work item in the Capital Fund Program 5-Year or Annual Plan that does not exceed 10% of the grant will not be considered a substantial deviation and will not require a Significant Amendment.

(c) The PHA must submit its Deconcentration Policy for Field Office review. See page 85-86 of ACOP and Chapter 4 of Administrative Plan

B.2 New Activities.

(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?

- | | |
|-------------------------------------|-------------------------------------|
| Y | N |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.

RAD Conversions
Status: Portfolio Award received
Commitment to enter into a Housing Assistance Payment (CHAP) have been received for the following properties:
Atherton East Townhouses M1009000003 (PBRA)
Richert Manor Apartments M1009000001 (PBV)
Centerview Apartments M1009000006 (PBV)
Mince Manor Apartments M1009000011 (PBV)
Aldridge Place Apartments M1009000014 (PBV)

Applications for RAD conversion will be submitted for the following properties:

Garland/Chase Apartments M1009000001 (PBV)
 Forest Park Apartments M1009000001 (PBV)
 Howard Estates Apartments M1009000002 (PBV)
 River Park Apartments M1009000005 (PBV)
 Scattered Sites M1009000010 (54 units to be converted, PBV)
 Kenneth M. Simmons Square (KMS) M1009000015 (PBV)

Choice Neighborhoods

Status: Currently in progress
 Selection: Atherton East Townhouses, AMP M1009000003, with a unit count of 192 units

Non-Smoking Policies

Status: Implementation July 2018

Unit Occupancy by Police Officer

Status: To be determine by Executive Director

Designated Housing for Elderly Families

Mince Manor Apartments, AMP 11, with a count of 110 units
 Kenneth M. Simmons Square Apartments, AMP 15, with a count of 159 units
 Applications Status: N/A
 Date for designation: N/A

Demo and/or Disposition

Status: FHC intends to dispose of 14 homes and request Tenant Protection Vouchers (TPV) to provide housing assistance.
 The homes to be disposed are listed below.

Development Code: M1009000010

Address	Bldg	
	Number	Unit No
345 E. MARENGO AVE.	1014	0832
402 W. PIPER AVE.	1049	0867
513 E. RUTH AVE.	0835	0790
326 E. PHILADELPHIA AVE.	1015	0833
314 W. RUSSELL AVE.	1053	0871
110 E. PIPER AVE.	0810	0765
409 W. LORADO AVE.	0854	0809
313 W. RUSSELL AVE.	0808	0763
510 W. LORADO AVE.	0820	0775
610 E. LORADO AVE.	0859	0814
617 W. ALMA AVE.	1055	0873
258 E. RUSSELL AVE.	1040	0858
349 W. FOSS AVE.	0841	0796
2926 LEITH STREET	1006	0824

Other: Capital Grant Program
 Emergency Safety and Security Grant
 Status: Awarded Grant

B.3

Civil Rights Certification.

Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations, must be submitted by the PHA as an electronic attachment to the PHA Plan

B.4	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/> FIIC have not receive the current audit from the auditor.</p> <p>(b) If yes, please describe.</p> <p>Finding 2018-001 – FHC HCV program failed to have all annual re-certifications completed in a timely manner. As a result, FHC has hired a HCV Director who will be streamline processes and HUD is providing TA assistance to develop Quality Control Process to ensure program goals are met</p> <p>Finding 2018-002 – FHC miscalculated HAP as a result of HCV re-certifications not performed or completed late. As a result of these findings, the HCV Director will implement a schedule with documented oversight of when annual re-certifications are performed.</p>
B.5	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p> <p>FHC's Mission and Goals have not changed. If there are any goals and objectives not completed, they have been forward over to our current plan for completion. The items below are new goals of FHC to be started in the current fiscal year:</p> <ol style="list-style-type: none"> 1. Administer TPV's to assist the residents of Atherton East and other developments, such as scattered sites, as they are received. 2. FHC has been authorized to administer 20% of our HCV program cap (ACC) as PBV's. FHC staff will develop strategies to award and administer PBV's through competitive or non-competitive awards following HUD regulations. HAP Contracts will be submitted to the Board for approval prior to execution. 3. FHC will establish a not-for-profit FSS instrumentality to further our ability to assist low and very-low income public housing residents and federally assisted housing participants. The FHC Section 3 Policy will promote the mission of this instrumentality when established. 4. FHC will establish a for-profit instrumentality that will provide property management services. The instrumentality is expected to have the authority to provide services within and outside of the boundaries of the City of Flint. 5. FHC will establish a for-profit development instrumentality to further affordable housing. 6. FHC will convert PHA owned properties through the RAD program. See Section B.2 New Activities. 7. FHC will dispose of scattered site homes. See Section B.2 New Activities.
B.6	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>(c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
B.7	<p>Certification by State or Local Officials.</p> <p><u>Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</u>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
B.8	<p>Troubled PHA.</p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y N N/A <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe.</p> <p>The Flint Housing Commission has entered into a Recovery Plan with the United States Department of Housing and Urban Development and the City of Flint, Michigan. The Flint Housing Commission has begun to make efforts to satisfy the action items that are set forth in the Recovery Plan to close out all of the actions. Several action items have been close at this time. FHC is waiting for official approval from HUD to close the action items.</p>
C.	<p>Statement of Capital Improvements. Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>

C.I	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075 2) and the date that it was approved by HUD.</p> <p>The U.S. Department of Housing and Urban Development approved the 2018 Capital Fund Grant Program's 5 Year Action Plan for the Flint Housing Commission on Tuesday, October 9, 2018. There are no changes to the Capital 5-Year Action Plan as a result of this PHA Plan Revision</p>
-----	--

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

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

I, Dr. Karen W. Weaver, the Mayor of Flint, Michigan
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Flint Housing Commission
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

City of Flint, Michigan
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

The PHA Plan and amendments will support the City's goals to promote desirable, stable, and
inclusive neighborhoods through housing programs that encourage affordable and attractive
housing options for a diverse population.

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

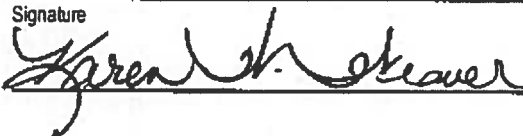
Name of Authorized Official

Dr. Karen W. Weaver

Title

Mayor

Signature



Date

8-22-19

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution


Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Flint Housing Commission
PHA Name

MI009
PHA Number/HA Code

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

Name of Authorized Official	Harold S. Ince, Jr.	Title	Executive Director
Signature		Date	August 20, 2019

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning July 1, 2019, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Flint Housing Commission

MI009

PHA Name

PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2019 with RAD notification and Significant Amendment

5-Year PHA Plan for Fiscal Years 2019 - 2023 with RAD notification and Significant Amendment

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

Name of Authorized Official

Jessie D. McIntosh

Title

Board President

Signature

Date

8-22-19



6018258

510317

Order Confirmation

Ad Order Number 0009245177

Customer

FLINT HOUSING COMMISSION
 Account: 15670
 FLINT HOUSING COMMISSION
 3820 RICHFIELD RD
 FLINT MI 48506 USA
 (810)736-3050

FAX: 8107367262

dmatthews@flinhc.org

Payer Customer

FLINT HOUSING COMMISSION
 Account: 15670
 FLINT HOUSING COMMISSION
 3820 RICHFIELD RD
 FLINT MI 48506 USA
 (810)736-3050

PO Number

Sales Rep. Toni Ponzo

Order Taker Toni Ponzo

Order Source E-Mail

Special Pricing

Tear Sheets 0	TearsheetsCost	\$0.00	Net Amount	\$431.21
Proofs 0			Tax Amount	\$0.00
Affidavits 1	AffidavitsCost	\$10.00	Total Amount	\$431.21
Blind Box			Payment Method	Invoice
Promo Type			Payment Amount	\$0.00
Materials			Amount Due	\$431.21
Invoice Text				

Ad Schedule

Product	Flint Journal	Placement/Class	Announcements
# Inserts	2	POS/Sub-Class	Public Notices
Cost	\$382.91	AdNumber	0009245177-01
Ad Type	MI CLS Liner	Ad Size	1 X 59 li
Pick Up #		Ad Attributes	
External Ad #		Color	<NONE>
Production Method	AdBooker	Production Notes	
Run Dates	Sort Text	LEGALNOTICEFLINTHOUSINGCOMMISSIONANNUALPHA5YEARPLANSIGNIFICANTAMENDMENTNO1THEFLINTHOU	
07/12/2019, 07/14/2019			

Product	MLive.com	Placement/Class	Announcements
# Inserts	2	POS/Sub-Class	Public Notices
Cost	\$38.30	AdNumber	0009245177-01
Ad Type	MI CLS Liner	Ad Size	1 X 59 li
Pick Up #		Ad Attributes	
External Ad #		Color	<NONE>
Production Method	AdBooker	Production Notes	
Run Dates	Sort Text	LEGALNOTICEFLINTHOUSINGCOMMISSIONANNUALPHA5YEARPLANSIGNIFICANTAMENDMENTNO1THEFLINTHOU	
07/12/2019, 07/14/2019			

Confidentiality Notice: This facsimile is intended only for its addressee and may contain information that is privileged, confidential or otherwise protected from disclosure. Dissemination, distribution or copying of this facsimile or the information by anyone other than the intended recipient is prohibited. If you have received this facsimile in error, please notify us immediately and return the facsimile by mail.

7/11/2019

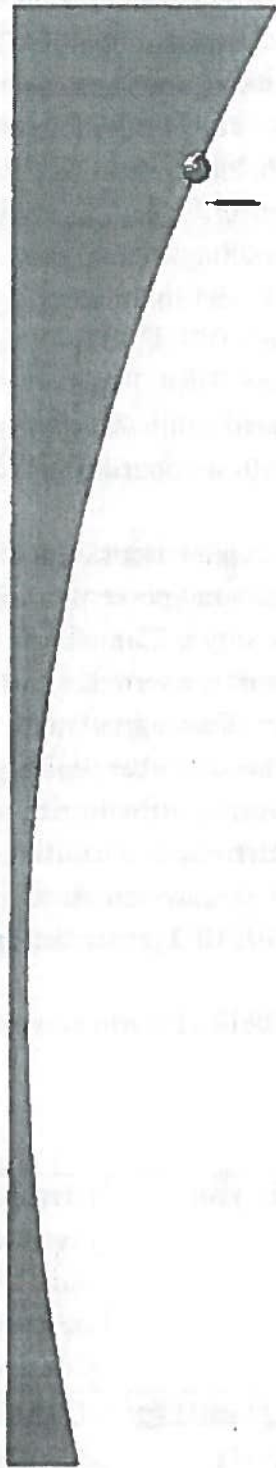
10:57AM

0009245177-01

Ad Content Proof

**LEGAL NOTICE
FLINT HOUSING
COMMISSION
ANNUAL PHA & 5-YEAR
PLAN SIGNIFICANT
AMENDMENT NO. 1**

The Flint Housing Commission has revised its 2019 PHA Annual and 5-Year Plan to provide details on the Agencies intention to participate in the Rental Assistance Demonstration (RAD) program with the United States Department of Housing and Urban Redevelopment Through this Significant Amendment, FHC is defining a Substantial Deviation to require a Significant Amendment to the PHA Plans. These documents are available for public review at the main office located at 3820 Richfield Rd., Flint, MI 48506, at all the Flint Housing Commission public housing complexes throughout the City of Flint, and at the Flint Public Library Monday-Friday from 9:00 a.m. until 4:00 p.m. starting on July 12, 2019. In accordance with HUD regulations, the 45 day period for public comments will begin on Friday, July 12, 2019 at 9:00 a.m. and end on Monday, Aug. 26, 2019 at 4:00 p.m. Forward all written comments to the Flint Housing Commission, Attention: Harold Ince, Jr., Executive Director. Comments post-marked after the August 26th deadline will not be considered. A Public Hearing regarding the 2019 PHA Annual and 5-Year Plan Significant Amendment No. 1 will be held on Aug. 27, 2019 at 10:00 a.m. at the Flint Housing Commission at 3820 Richfield Rd., Flint, MI 48506.



Attachment C

Flint Housing Commission
PHA Plan Amendment

The Flint Housing Commission (FHC) is amending its Annual and 5-Year PHA Plan because it was a successful applicant in the Rental Assistance Demonstration (RAD). As a result, FHC will be converting all FHC owned properties to Project Based Vouchers except Atherton East (MI009000003). FHC will be converting Atherton East to Project Based Rental Assistance. All conversions will be completed under the guidelines of PIH Notice 2012-32, REV-1 and any successor Notices. Upon conversion to Project Based Vouchers or Project Based Rental Assistance, FHC will adopt the resident rights, participation, waiting list and grievance procedures listed in Section 1.6 of PIH Notice 2012-32, REV-2; and Joint Housing PIH Notice H-2014-09/PIH-2014-17 for PBV or Section 1.7 of PIH Notice 2012-32, REV-2; and Joint Housing PIH Notice H-2014-09/PIH-2014-17 for conversion to PBRA. These resident rights, participation, waiting list and grievance procedures are appended to this Attachment. Additionally, FHC certifies that it is currently compliant with all fair housing and civil rights requirements.

RAD was designed by HUD to assist in addressing the capital needs of public housing by providing FHC with access to private sources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority's Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted as part of the Demonstration, and that FHC may also borrow funds to address their capital needs. Through the conversion of RAD and the transfer of assistance, FHC will also seek other funding sources to combine with RAD voucher assistance to further affordable housing including the acquisition or development of new housing units if approved by HUD and determined to be the most beneficial to the low and very low income population FHC serves. All RAD conversions will comply with applicable site selection and neighborhood review standards. All HUD prescribed procedures have been and will continue to be followed.

Below, please find specific information related to the Public Housing Development(s) selected for RAD:

Development #1

Richert Manor 902 E. Court St. Flint, MI 48503	PIC Development ID: MI009000001	Conversion type: PBV	Transfer of Assistance on 132 units to an instrumentality of the PHA
<u>Total Units:</u> 132	<u>Pre- RAD Unit Type</u> General Occupancy	<u>Post-RAD Unit Type</u> <u>if different (i.e.,</u> <u>Family, Senior, etc.)</u> TBD	<u>2019 Capital Fund</u> <u>allocation of</u> <u>Development:</u>

			\$2,140.88/ unit or \$282,596.16/ year
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency	21	21	TBD if applicable
One Bedroom	110	110	TBD if applicable
Two Bedroom	1	1	TBD if applicable
Three Bedroom			
Four Bedroom			
Five Bedroom			
Six Bedroom			

FHC will follow all applicable Tenant Protections and Resident Rights and Participation as required by PIH-2012-32(HA) REV-3 Section 1.6 Attachment 1B, and the Joint Housing/PIH Notice H-2014-09 / PIH-2014-17 or as amended. FHC will establish wait list preferences within applicable regulatory requirements. These items will be approved by HUD and recorded in the Regulatory and Operating Agreement for each development.

Development #2

Garland/Chase Apts. 820/906 Garland Ave. Flint, MI 48503	<u>PIC Development ID:</u> MI009000001	<u>Conversion type:</u> PBV	Transfer of Assistance on 44 units to an instrumentality of the PHA
<u>Total Units:</u> 44	<u>Pre- RAD Unit Type</u> (i.e., Family, Senior, etc.): Family	<u>Post-RAD Unit Type</u> if different (i.e., Family, Senior, etc.) TBD	<u>2019 Capital Fund</u> <u>allocation of</u> <u>Development:</u> \$2,140.88/ unit or \$94,198.72/ year
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency	9	9	TBD if applicable
One Bedroom	33	33	TBD if applicable
Two Bedroom	2	2	TBD if applicable
Three Bedroom			
Four Bedroom			
Five Bedroom			

Six Bedroom			
<p>FHC will follow all applicable Tenant Protections and Resident Rights and Participation as required by PIH-2012-32(HA) REV-3 Section 1.6 Attachment 1B, and the Joint Housing/PIH Notice H-2014-09 / PIH-2014-17 or as amended. FHC will establish wait list preferences within applicable regulatory requirements. These items will be approved by HUD and recorded in the Regulatory and Operating Agreement for each development.</p>			

Development #3

Forest Park Apts. 4060 ML King Ave. Flint, MI 48505	PIC Development ID: MI009000001	Conversion type: PBV	Transfer of Assistance on 19 units to an instrumentality of the PHA
<u>Total Units: 19</u>	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u> Family	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u> TBD	<u>2019 Capital Fund allocation of Development:</u> \$2,140.88/ unit or \$40,676.72/ year
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			
One Bedroom	19	19	TBD if applicable
Two Bedroom			
Three Bedroom			
Four Bedroom			
Five Bedroom			
Six Bedroom			

FHC will follow all applicable Tenant Protections and Resident Rights and Participation as required by PIH-2012-32(HA) REV-3 Section 1.6 Attachment 1B, and the Joint Housing/PIH Notice H-2014-09 / PIH-2014-17 or as amended. FHC will establish wait list preferences within applicable regulatory requirements. These items will be approved by HUD and recorded in the Regulatory and Operating Agreement for each development.

Development #4

Howard Estates 801 Floral Park Flint, MI 48503	PIC Development ID: MI009000002	Conversion type: PBV	Transfer of Assistance on 96 units to an
--	------------------------------------	-------------------------	--

			instrumentality of the PHA
Total Units: 96	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.): Family</u>	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u> TBD	<u>2019 Capital Fund allocation of Development:</u> \$2,585.55/ unit or \$248,212.80/ year
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			
One Bedroom			
Two Bedroom	34	34	TBD if applicable
Three Bedroom	46	46	TBD if applicable
Four Bedroom	16	16	TBD if applicable
Five Bedroom			
Six Bedroom			
<p>FHC will follow all applicable Tenant Protections and Resident Rights and Participation as required by PIH-2012-32(HA) REV-3 Section 1.6 Attachment 1B, and the Joint Housing/PIH Notice H-2014-09 / PIH-2014-17 or as amended. FHC will establish wait list preferences within applicable regulatory requirements. These items will be approved by HUD and recorded in the Regulatory and Operating Agreement for each development.</p>			

Development #5

River Park Apartments 7002 Pemberton Flint, MI 48505	PIC Development ID: MI009000005	Conversion type: PBV	Transfer of Assistance on 180 units to an instrumentality of the PHA
Total Units: 180	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.): Family</u>	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u> TBD	<u>2019 Capital Fund allocation of Development:</u> \$2,626.37/ unit or \$472,746.60/ year
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			

One Bedroom			
Two Bedroom	52	52	TBD if applicable
Three Bedroom	86	86	TBD if applicable
Four Bedroom	42	42	TBD if applicable
Five Bedroom			
Six Bedroom			

FHC will follow all applicable Tenant Protections and Resident Rights and Participation as required by PIH-2012-32(HA) REV-3 Section 1.6 Attachment 1B, and the Joint Housing/PIH Notice H-2014-09 / PIH-2014-17 or as amended. FHC will establish wait list preferences within applicable regulatory requirements. These items will be approved by HUD and recorded in the Regulatory and Operating Agreement for each development.

Development #6

Centerview Apts. 2001 N. Center Road Flint, MI 48506	PIC Development ID: MI009000006	Conversion type: PBV	Transfer of Assistance on 90 units to an instrumentality of the PHA
<u>Total Units: 90</u>	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.): Family</u>	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u> TBD	<u>2019 Capital Fund allocation of Development:</u> \$2,169.54/ unit or \$195,258.60/ year
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			
One Bedroom	89	89	TBD if applicable
Two Bedroom	1	1	TBD if applicable
Three Bedroom			
Four Bedroom			
Five Bedroom			
Six Bedroom			

FHC will follow all applicable Tenant Protections and Resident Rights and Participation as required by PIH-2012-32(HA) REV-3 Section 1.6 Attachment 1B, and the Joint Housing/PIH Notice H-2014-09 / PIH-2014-17 or as amended. FHC will establish wait list preferences within applicable regulatory requirements. These items will be approved by HUD and recorded in the Regulatory and Operating Agreement for each development.

Development #7

Scattered Sites Flint, MI See Appendix I for list of addresses	PIC Development ID: MI009000010	Conversion type: PBV	Transfer of Assistance on 68 units to an instrumentality of the PHA
<u>Total Units: 68</u>	<u>Pre- RAD Unit Type</u> (i.e., Family, Senior, etc.): Family	<u>Post-RAD Unit Type</u> if different (i.e., Family, Senior, etc.) TBD	<u>2019 Capital Fund</u> <u>allocation of</u> <u>Development:</u> \$2,796.71/ unit or \$190,176.28/ year
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			
One Bedroom			
Two Bedroom	1	1	TBD if applicable
Three Bedroom	47	47	TBD if applicable
Four Bedroom	14	14	TBD if applicable
Five Bedroom	6	6	TBD if applicable
Six Bedroom			
FHC will follow all applicable Tenant Protections and Resident Rights and Participation as required by PIH-2012-32(HA) REV-3 Section 1.6 Attachment 1B, and the Joint Housing/PIH Notice H-2014-09 / PIH-2014-17 or as amended. FHC will establish wait list preferences within applicable regulatory requirements. These items will be approved by HUD and recorded in the Regulatory and Operating Agreement for each development.			

Development #8

Mince Manor 3800 Richfield Road Flint, MI 48506	PIC Development ID: MI009000011	Conversion type: PBV	Transfer of Assistance on 110 units to an instrumentality of the PHA
<u>Total Units: 110</u>	<u>Pre- RAD Unit Type</u> (i.e., Family, Senior, etc.): Family	<u>Post-RAD Unit Type</u> if different (i.e., Family, Senior, etc.) TBD	<u>2019 Capital Fund</u> <u>allocation of</u> <u>Development:</u> \$2,227.54/ unit or \$245,029.40/ year

Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			
One Bedroom	108	108	TBD if applicable
Two Bedroom	2	2	TBD if applicable
Three Bedroom			
Four Bedroom			
Five Bedroom			
Six Bedroom			

FHC will follow all applicable Tenant Protections and Resident Rights and Participation as required by PIH-2012-32(HA) REV-3 Section 1.6 Attachment 1B, and the Joint Housing/PIH Notice H-2014-09 / PIH-2014-17 or as amended. FHC will establish wait list preferences within applicable regulatory requirements. These items will be approved by HUD and recorded in the Regulatory and Operating Agreement for each development.

Development #9

Aldridge Place Apts. 5838 Edgar Holt Drive Flint, MI 48505	PIC Development ID: MI009000014	Conversion type: PBV	Transfer of Assistance on 93 units to an instrumentality of the PHA
<u>Total Units: 93</u>	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.): Family</u>	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u> TBD	<u>2019 Capital Fund allocation of Development:</u> \$2,588.60/ unit or \$240,739.80/ year
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			
One Bedroom			
Two Bedroom	63	63	TBD if applicable
Three Bedroom	20	20	TBD if applicable
Four Bedroom	10	10	TBD if applicable
Five Bedroom			
Six Bedroom			

FHC will follow all applicable Tenant Protections and Resident Rights and Participation as required by PIH-2012-32(HA) REV-3 Section 1.6 Attachment 1B, and the Joint Housing/PIH Notice H-2014-09 / PIH-2014-17 or as amended. FHC will establish wait list preferences within applicable regulatory requirements. These items will be approved by HUD and recorded in the Regulatory and Operating Agreement for each development.

Development #10

KMS Square Apts. 2101 Stedron Avenue Flint, MI 48504	PIC Development ID: MI009000015	Conversion type: PBV	Transfer of Assistance on 159 units to an instrumentality of the PHA
<u>Total Units: 159</u>	<u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u> Family	<u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u> TBD	<u>2019 Capital Fund allocation of Development:</u> \$1,082.23/ unit or \$172,074.57/ year
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			
One Bedroom	158	158	TBD if applicable
Two Bedroom	2	2	TBD if applicable
Three Bedroom			
Four Bedroom			
Five Bedroom			
Six Bedroom			

FHC will follow all applicable Tenant Protections and Resident Rights and Participation as required by PIH-2012-32(HA) REV-3 Section 1.6 Attachment 1B, and the Joint Housing/PIH Notice H-2014-09 / PIH-2014-17 or as amended. FHC will establish wait list preferences within applicable regulatory requirements. These items will be approved by HUD and recorded in the Regulatory and Operating Agreement for each development.

Development #11

Atherton East Apts. 3123 Chambers Flint, MI 48507	PIC Development ID: MI009000003	Conversion type: PBRA	Transfer of Assistance on 192 units to multiple phases of replacement
---	------------------------------------	--------------------------	---

			housing including 60 PBV or 82 TPV
Total Units: 192	Pre- RAD Unit Type (i.e., Family, Senior, etc.): Family	Post-RAD Unit Type if different (i.e., Family, Senior, etc.) Family	2019 Capital Fund allocation of Development: \$2,633.57/ unit or \$505,645.44/ year
Bedroom Type	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in Number of Units per Bedroom Type and Why
Studio/Efficiency			
One Bedroom		52	HUD Approved CNI Housing Plan based on Needs
Two Bedroom	52	64	HUD Approved CNI Housing Plan based on Needs
Three Bedroom	100	50	HUD Approved CNI Housing Plan based on Needs
Four Bedroom	40	26	HUD Approved CNI Housing Plan based on Needs
Five Bedroom			
Six Bedroom			

FHC will follow all applicable Tenant Protections and Resident Rights and Participation as required by PIH-2012-32(HA) REV-3 Section 1.7 Attachment 1B, and the Joint Housing/PIH Notice H-2014-09 / PIH-2014-17 or as amended. FHC will establish wait list preferences within applicable regulatory requirements. FHC will also utilize TPV and RAD PBV vouchers to maintain affordable housing assistance and to expand housing options for residents displaced through the conversion of Atherton East. All Tenant Protections, Resident Rights and Waitlist Preferences will be approved by HUD and recorded in the Regulatory and Operating Agreement for each development or within each HAP contract.

The table below lists each of the provision affecting residents' rights and participation, waiting list and grievance procedures included and applicable as a result of the approval of this Significant Amendment. The table lists out the provisions applicable to the type of conversion (PBV or PBRA) proposed.

Project Based Voucher Requirements (Section 1.6 of PIH Notice 2012-32, REV-3 and Notice H 2016-17; PIH 2016-17)	Project Based Rental Assistance Requirements (Section 1.7 of PIH Notice 2012-32, REV-3 and Notice H 2016-17; PIH 2016-17))
Tenant Protections Under Notice H 2016-17; PIH 2016-17	
1. Right to Return and Relocation Assistance	1. Right to return and Relocation Assistance
Tenant Protections Under Section 1.6.C (PBV) or Section 1.7.B (PBRA)	
1. No rescreening of tenants upon conversion	1. No rescreening of tenants upon conversion;
2. Under-Occupied Unit	2. Under-Occupied Unit (See Section 1.7)
3. Renewal of Lease	N/A
4. Phase-in of tenant rent increase:	3. Phase-in of tenant rent increase:
5. FSS and ROSS-SC programs;	4. FSS and ROSS-SC programs;
6. Resident Participation and Funding.	5. Resident Participation and Funding.
7. Termination notification	6. Termination notification
8. Grievance process	7. Grievance process
9. Earned Income Disregard.	8. Earned Income Disregard.
10. Jobs Plus	9. Jobs Plus
11. When Total Tenant Payment Exceeds Gross Rent.	10. When Total Tenant Payment Exceeds Gross Rent.
Tenant Protections Under Section 1.6.D (PBV) or Section 1.7.C (PBRA)	
1. Establishment of Waiting List	1. Establishment of Waiting List
2. Choice Mobility	2. Choice Mobility

RAB Meeting 07 23 2019

Minutes

Meeting opened by Jason Borrer, Dir. Of Dev., at 3:10 pm.

- The purpose of this meeting was to comply with HUD, give public notice of the FHC PHA Plan Significant Amendment #1 and allow for public comment on the amendment. Handouts included Amendment #1 and a RAD informational packet.
- Present were RAB Members, Commissioner Redmond and FHC Staff.

Mr. Borrer:

1. Explanation of RAD
 - a. FHC has applied to HUD for RAD for all properties, but the focus is on Mince, Richert, Centerview, Aldridge, and Atherton.
 - b. RAD is being considered only if it makes sense; for the property (s), the community, and FHC. It is not a forced decision.
 - c. The Annual Plan and Significant Amendment # 1 closely follow the format laid out in the HUD Handbook.
 - d. RAD changes the funding stream for properties
 - i. In most cases, tenant rent does not increase
 - ii. Example of 'flat-renter'
 - e. Definition of RAD
2. Explanation of FHC reasons to convert to RAD.
 - a. Two ways to convert
 - i. FHC's intent is to use PBV, instead of PBRA, but this will be determined.
 1. The PBV vs. PBRA chart was reviewed in detail
 - b. Our application will be determined by various data, to include (but not limited to) the current and future marketability and feasibility of property acquired, community input, consultants.
3. Where FHC and HUD stand in timeline
 - a. FHC working in conjunction with consultant, BakerTilly, to determine property needs, market conditions, etc. to create a Financial Plan by mid-October
 - b. FHC planning future meetings with residents and RAD board for on-going communication based on the results of findings.

Questions from the RAB & Answers from FHC staff

Is Atherton considered Public Housing or RAD (Section 8)?

- The RAD Contract is not executed yet and it will be done in phases so for now it is still public housing.
- Atherton is a non-traditional RAD due to the relocating of resources to Clark Commons
- Atherton is in RAD with PBRA

How does being over-income effect qualification for a voucher and the timeline for assistance?

- Through RAD, ALL residents have the right to return and rescreening will not take place at conversion. Residents will be allowed to return to the property.
- In the voucher program, over-income residents would not receive a subsidy through a voucher to pay VPS. If a resident does not receive subsidy through a voucher for 6 months, the resident will lose the voucher.
- Flat renters, and those at higher income earning levels, generally are not in favor of RAD due to potential rent increases.
- HUD provides either a 3 year or 5-year phase-in for those residents whose rent would increase as a result of the RAD conversion.
- For Atherton residents, they will have the right to choose to use a voucher (if approved by HUD) or wait for Clark Commons. Residents will then have a choice to return to Clark Commons or stay in voucher housing
- Residents at Atherton are not required to use the voucher.

How will information be dispersed to residents and family sites? And can the meetings be made more relevant to the residents (i.e. not overwhelmed with charts, acronyms, endless speakers, or dates with no real meanings)?

- At minimum, FHC will comply with HUD's requirement of two meetings, but plans on holding many more
- FHC looking into implementing newsletters and updating information on their web site
- FHC wanting to provide current, applicable and relevant information to residents based on realistic timelines and HUD actions.
- As plans are developed with more detail for specific properties, meeting with those residents will be held to provide more details. Less frequent and more general details will be sent to residents at other properties.
- More information: contact Beth Dimmig, Kahila Harper, Jason Borrer, also available in resident libraries.

Are all sites considered?

- All properties have been submitted to HUD. FHC has received approval from HUD to take the next step and develop a plan for Mince, Richert, Aldridge, Centerview and Atherton. FHC and their consultant are working to have this plan complete by mid-October.
- FHC is still intending to consider RAD at all properties.

Who owns the properties under RAD?

- The PHA no longer will own the property. In order to assume debt and take advantage of other financial options available the properties must be transferred to a separate owner entity.
- FHC intends to establish business entities which will operate more like private companies. One of the entities will own the property, one will provide property management services and the other will provide social services.

Is Resident participation funding still available at Atherton?

- Yes
- Based upon number of occupied units
- Not active yet under RAD due to contract approval

Who qualifies for approval for a voucher?

- Everyone at Atherton
 - Includes absolute right to return
- While the voucher is buying power, the landlord can still set tenant requirements which may not accept some individuals.
- Things like credit history or lease violations are a significant obstacle to whether a resident can utilize a voucher.

Closing Comments:

- August 17, 219 will be a relocation meeting at Atherton with the Choice Team.

Flint Housing Commission is requesting proposals for services for Moving Services for residential occupants and their belongings. Please contact Jason Borrer by email at jborror@flinthc.org or at (810) 736-3134 to receive the Invitation to Bid and other bid documents. All work is to be completed under HUD rules and regulations.

****Could we please have the above advertisement run in the Thursday, June 27th and Sunday, June 30th newspapers under legal notices and also on-line?**

Please bill: The Flint Housing Commission
3820 Richfield Road
Flint, MI 48506
(810) 736-3050
(810) 736-0158 fax

****Please send a copy of ad with the billing**

Thank you,

Jason Borrer
Director of Development
(810) 736-3134
(810) 736-0158 fax

Could we please have this ad placed in the Flint Journal and on M-Live for Friday, July 12th and Sunday, July 14th? Please send the bill to the Flint Housing Commission, 3820 Richfield Road, Flint, MI 48506, Attention: Harold Ince, Jr., Executive Director. Please send a copy of the ad with the billing for our records.

Thank you,

Jason Borrer
Director of Development
Flint Housing Commission
(810) 736-3134
jborror@flinthc.org

Flint Housing Commission Annual PHA & 5-Year Plan Significant Amendment No. 1
The Flint Housing Commission has revised its 2019 PHA Annual and 5-Year Plan to provide details on the Agencies intention to participate in the Rental Assistance Demonstration (RAD) program with the United States Department of Housing and Urban Redevelopment. Through this Significant Amendment, FHC is defining a Substantial Deviation to require a Significant Amendment to the PHA Plans. These documents are available for public review at the main office located at 3820 Richfield Road, Flint, MI 48506, at all the Flint Housing Commission public housing complexes throughout the City of Flint, and at the Flint Public Library Monday-Friday from 9:00 a.m. until 4:00 p.m. starting on July 12, 2019. In accordance with HUD regulations, the 45 day period for public comments will begin on Friday, July 12, 2019 at 9:00 a.m. and end on Monday, August 26, 2019 at 4:00 p.m. Forward all **written** comments to the Flint Housing Commission, Attention: Harold Ince, Jr., Executive Director. Comments postmarked after the August 26th deadline will not be considered. A **Public Hearing** regarding the 2019 PHA Annual and 5-Year Plan Significant Amendment No. 1 will be held on August 27, 2019 at 10:00 am at the Flint Housing Commission at 3820 Richfield Road, Flint, MI 48506.

Could we please have this ad placed in the Flint Journal and on M-Live for Sunday, August 18th? Please send the bill to the Flint Housing Commission, 3820 Richfield Road, Flint, MI 48506, Attention: Harold Ince, Jr., Executive Director. Please send a copy of the ad with the billing for our records.

Thank you,

Jason Borrer
Director of Development
Flint Housing Commission
(810) 736-3134
jborror@flinthc.org

Flint Housing Commission Annual PHA & 5-Year Plan Significant Amendment No. 1
The Flint Housing Commission has revised its 2019 PHA Annual and 5-Year Plan to provide details on the Agencies intention to participate in the Rental Assistance Demonstration (RAD) program with the United States Department of Housing and Urban Redevelopment. Through this Significant Amendment, FHC is defining a Substantial Deviation to require a Significant Amendment to the PHA Plans. These documents are available for public review at the main office located at 3820 Richfield Road, Flint, MI 48506, at all the Flint Housing Commission public housing complexes throughout the City of Flint, and at the Flint Public Library Monday-Friday from 9:00 a.m. until 4:00 p.m. starting on July 12, 2019. The period for public comments has been extended to Wednesday, August 26, 2019 at 4:00 p.m. Forward all **written** comments to the Flint Housing Commission, Attention: Harold Ince, Jr., Executive Director. Comments postmarked after the August 28th deadline will not be considered. A **Public Hearing** regarding the 2019 PHA Annual and 5-Year Plan Significant Amendment No. 1 has been rescheduled from August 27, 2019 at 10:00 am to now be held on Thursday, August 29, 2019. The meeting will be at the Flint Housing Commission at 3820 Richfield Road, Flint, MI 48506.

Flint Housing Commission is requesting proposals for services for Moving Services for residential occupants and their belongings. Please contact Jason Borrer by email at jborror@flinthc.org or at (810) 736-3134 to receive the Invitation to Bid and other bid documents. All work is to be completed under HUD rules and regulations.

****Could we please have the above advertisement run in the Thursday, June 27th and Sunday, June 30th newspapers under legal notices and also on-line?**

Please bill: The Flint Housing Commission
3820 Richfield Road
Flint, MI 48506
(810) 736-3050
(810) 736-0158 fax

****Please send a copy of ad with the billing**

Thank you,

Jason Borrer
Director of Development
(810) 736-3134
(810) 736-0158 fax