HOUSING AUTHORITY
of the County of Los Angeles
Administrative Office
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323.890.7001 • www.lacdc.org

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

March 27, 2007

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

APPROVE THE AGENCY PLAN FOR THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (ALL DISTRICTS)
(3 Vote)

IT IS RECOMMENDED THAT YOUR BOARD, AT THE CONCLUSION OF THE PUBLIC HEARING:

1. Find that the attached Agency Plan for Fiscal Year 2007-2008, as described herein, is exempt from the provisions of the California Environmental Quality Act (CEQA), because the activity will not have the potential for causing a significant effect on the environment.

2. Approve the attached Agency Plan, which consists of the Five-Year Plan for Fiscal Years 2004-2008, with an amendment to include goals relating to the Violence Against Women Act and Project-Based Vouchers, and the Annual Plan for Fiscal Year 2007-2008, as required by the U.S. Department of Housing and Urban Development (HUD), to update the Housing Authority's program goals, major policies and financial resources, including the Capital Fund Annual Statement and Five-Year Action Plan, the Admissions and Continued Occupancy Policy for the Conventional Public

Housing Program, the Public Housing Lease Agreement and the Section 8 Tenant-Based Program Administrative Plan.

3. Adopt and instruct the Chair to sign the attached Resolution approving the Agency Plan for submission to HUD, and authorizing the Executive Director of the Housing Authority to take all actions required for implementation of the Annual Plan.

4. Authorize the Executive Director to execute all documents required to receive from HUD approximately $5,665,390 in Capital Fund Program funds for resident programs, operating costs, and the rehabilitation of 1,461 housing units at 12 Conventional Public Housing Program developments throughout Los Angeles County, as described in the Annual Plan.

4. Authorize the Executive Director to incorporate into the Annual Plan all public comments received and approved for inclusion by your Board; and authorize the Executive Director to submit the Annual Plan to HUD by April 17, 2007.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Section 511 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) mandates that the Housing Authority submit to an Annual Plan to update program goals and objectives each year.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. Upon approval of the Annual Plan, the Housing Authority will receive approximately $5,665,390 in Capital Fund Program funds from HUD for resident programs, administrative costs and housing rehabilitation for the Conventional Public Housing Program. Operating funds for the Conventional Public Housing Program and administrative fees for the Section 8 Tenant-Based Program are allocated through a separate budgetary process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On October 21, 1998, the QHWRA mandated that all housing authorities submit to HUD an Agency Plan. The Agency Plan identifies goals, major program policies and financial resources for both the Conventional Public Housing Program and Section 8 Tenant-Based Program. It consists of a Five-Year Plan and an Annual Plan.

The Five-Year Plan is a strategic planning document that identifies the Housing Authority's goals for the next five years. On April 6, 2004, your Board approved the

current Five-Year Plan for the period extending from July 1, 2004 through June 30, 2008.

The Annual Plan identifies major program policies and financial resources. It updates information on housing needs, waiting lists, housing strategies, deconcentration and income mixing plans, income analyses, and other program and management data. The Annual Plan must be updated each year, and was last approved by your Board on March 28, 2006.

Also included as part of the Annual Plan are the updated Capital Fund Annual Statement and Five-Year Action Plan, the Admissions and Continued Occupancy Policy for the Conventional Public Housing Program, the Public Housing Lease Agreement and the Section 8 Tenant-Based Program Administrative Plan. Significant changes to these documents are discussed below.

Five-Year Plan

The Five-Year Plan has been amended this year to include two changes.

First, in accordance with the Violence Against Women and Department of Justice Reauthorization Act of 2005, the Housing Authority included a description of goals, policies, and programs that are in place to serve the needs of victims of domestic violence, dating violence, sexual assault, and stalking.

Second, the Housing Authority has revised the existing goal to expand the supply of assisted housing to include the implementation of a Project-Based Voucher Program.

Capital Fund Annual Statement

During Fiscal Year 2005-2006, a total of 1,607 housing units were rehabilitated at 14 Conventional Public Housing Program developments throughout Los Angeles County.

The 2007-2008 Capital Fund Annual Statement summarizes the Housing Authority's plan to use modernization funds to rehabilitate 1,461 housing units at 12 Conventional Public Housing Program developments throughout Los Angeles County. Included are proposed work items, estimated costs, and an implementation schedule for the work to be completed. Also provided is a list of programs and funding for non-modernization activities, including: the maintenance of family learning centers; crime prevention programs; resident self-sufficiency training programs; upgrading of computers; and program staffing.

As authorized by HUD, the Executive Director may amend the Capital Fund Annual Statement as necessary to respond to needs such as housing emergencies, to safeguard property or protect health and safety, and to implement other changes that

are in the interests of the Housing Authority and public housing residents. The Executive Director may also implement changes to the Capital Fund Annual Statement in response to changes in federal funding.

Admissions and Continued Occupancy Policy and Lease Agreement for the Conventional Public Housing Program

The Admissions and Continued Occupancy Policy (ACOP) and Lease Agreement for the Conventional Public Housing Program sets guidelines to determine eligibility for admission and continued occupancy. The revised document reflects five changes.

First, HUD regulations give the Housing Authority the authority to create a system of admissions preferences to meet local housing needs. In order of priority, Conventional Public Housing currently gives admissions preference to:

1. Homeless families, including victims of domestic violence and emancipated youth aging out of Foster Care;
2. Families who live and/or work in unincorporated Los Angeles County who are veterans or surviving spouses of veterans;
3. All other families who live and/or work in unincorporated Los Angeles County;
4. Families who do not live or work in unincorporated Los Angeles County who are veterans or surviving spouses of veterans;
5. All other families that do not live or work in unincorporated Los Angeles County.

In accordance with the State of California Health and Safety Code, section 34322.2, the Housing Authority will now give priority to families of veterans and members of the armed forces within each of the above admissions preference categories. Preference categories number two and four will be removed.

Second, a second priority local admissions preference will be given to eligible applicants that have been displaced by a second priority local admissions preference will be given to eligible applicants that have been displaced by a natural disaster declared by the President of the United States or through a governmental action. Families of veterans and members of the armed forces will be given priority in this new admissions preference.

Third, on January 5, 2005, Congress reauthorized the Violence Against Women Act (VAWA). In order to comply with VAWA, the Housing Authority will include policies for applicants and participants that are or have been victims of domestic or dating violence, or stalking. The Housing Authority will not deny admission to an applicant who is or has been a victim of domestic violence, dating violence, or stalking, if the person

otherwise qualifies for assistance. Additionally, the Housing Authority will not evict a current tenant solely because the resident is or has been a victim of domestic violence, dating violence, or stalking.

Fourth, the current chapter in the Admissions and Continued Occupancy regarding the Housing Authority's curfew policies does not describe the Housing Authority's policies on loitering. Loitering is defined as when a person delays, lingers, idles or remains in an area and does not have a lawful purpose for being there. The curfew policies chapter will be revised to include loitering policies consistent with the Los Angeles County Code, section 13.44.

Fifth, currently it is the Housing Authority's policy to not share resident information in the absence of an authorization, subpoena, court order or medical emergency. The Housing Authority will now share resident information that is necessary to determine eligibility for County welfare department programs or services for which the client has applied or is receiving, as authorized by the State of California Health and Safety Code, section 34217. This new policy is subject to any applicable confidentiality laws or provisions.

Section 8 Tenant-Based Program Administrative Plan

The purpose of the Section 8 Tenant-Based Program Administrative Plan is to set forth the policies and procedures that govern the Housing Authority's administration of rental assistance under this program. The revised Section 8 Tenant-Based Program Administrative Plan reflects seven changes.

First, HUD regulations give the Housing Authority the authority to create a system of admissions preferences to meet local housing needs. In order of priority, the Section 8 Program currently gives preference to:

1. Families referred through specially funded programs;
2. Families whose assistance was terminated due to a loss of funding;
3. Families residing or working within the Housing Authority's jurisdiction;
4. Families or individuals who are displaced due to natural disaster or government action;
5. Referrals from law enforcement agencies;
6. The elderly and veterans.

In accordance with the State of California Health and Safety Code, section 34322.2, the Housing Authority will now give priority to families of veterans and members of the armed forces within each of the above admissions preference categories. In accordance with the new Section 8 admissions preference, veterans will be removed from the sixth preference category.

Second, the Housing Authority will enter into a Memorandum of Understanding (MOU) with the Los Angeles County Office of Military and Veterans Affairs to expand the existing Section 8 Homeless set-aside program. The Los Angeles County Office of Military and Veterans Affairs will refer homeless veterans to the Housing Authority for Section 8 rental assistance.

On March 28, 2006, your board approved the expansion of the Homeless set-aside program to include an additional fifty vouchers for families that are both homeless and disabled, and individuals who were previously housed, but due to an illness were hospitalized, and lost their housing. The Housing Authority will now further expand the Homeless set-aside program as funding permits. The Housing Authority will receive referrals directly from Los Angeles County Department of Health Services (DHS) for these additional vouchers.

All set-aside programs are subject to the availability of funding. The Executive Director will continue to have authority to approve allocations beyond the existing program size for all set-aside programs.

Third, the Housing Authority has the discretion to disapprove owners from participating in the Section 8 Program for violations of the Housing Assistance Payments (HAP) contract obligations, including failure to meet State or local housing codes. The Housing Authority will now require owners to comply with local ordinances requiring a business license for rental properties. The Housing Authority may disapprove owners for a period of one year.

The Housing Authority will consider the disapproval of owners on a case-by-case basis after completion of a full investigation. The Housing Authority will attempt to minimize any disruption to Section 8 Program participants resulting from any owner disapproval and will extend participants' housing vouchers, if necessary.

Fourth, the Section 8 Program will also include policies for applicants and participants that are or have been victims of domestic or dating violence, or stalking, as required by VAWA. These policies preclude the Section 8 Program from denying admissions or terminating participation on the basis that the applicant or participant is a victim of domestic violence.

Fifth, in order to preserve the availability of affordable housing inventory, the Housing Authority will implement a Project-Based Voucher program. The Project-Based Voucher program will increase developer interest in building affordable housing developments in Los Angeles County through supplementing operating costs of affordable developments and ensuring stable occupancy by tying assistance to the unit.

Sixth, the Section 8 Program will adopt the new data sharing policy outlined in the ACOP for the Conventional Public Housing Program. As authorized by the State of

California Health and Safety Code, section 34217, the Housing Authority will now share Section 8 participant information that is necessary to determine eligibility for County welfare department programs or services for which the client has applied or is receiving.

Seventh, the Housing Authority currently denies admission to all applicants on parole or probation. This policy exceeds HUD regulations and results in the exclusion of those who commit petty crimes, such as shoplifting and traffic-related offenses. The Housing Authority will now admit applicants on parole or probation who are otherwise eligible under HUD regulations.

As required by Section 24 of the Code of Federal Regulations, Part 903.17, a public hearing to approve the Agency Plan must be conducted. Accordingly, copies of the Agency Plan were made available for public review and comment during the 45-day comment period extending from December 29, 2006 to February 11, 2007 at nine public libraries, 11 housing developments, the South Whittier Community Resource Center, Housing Authority administrative offices, and the Housing Authority web site. Notices of the availability of the documents and the public hearing were also published in newspapers of general circulation during the 45-day period.

The Summary of Public Outreach regarding the amended Agency Plan, including the Annual Plan for Fiscal Year 2007-2008, a list of the seventeen Conventional Public Housing Program developments in the Capital Fund Annual Statement for Fiscal Year 2007-2008, and the Annual Plan for Fiscal Year 2007-2008, are provided as Attachments, A, B, and C, respectively.

The Resolution approving the Agency Plan has been approved as to form by County Counsel. At the conclusion of the public review and comment period, the Housing Authority will provide to your Board all public comments pertaining to the Agency Plan. At the conclusion of the public hearing, public comments approved by your Board will be incorporated into the Agency Plan and submitted to HUD.

ENVIRONMENTAL DOCUMENTATION

This activity is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because it involves administrative activity that will not have a physical impact on or result in any physical changes to the environment. The activity is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROGRAMS:

Submission of the Annual Plan is required by HUD for the receipt of Capital Fund Program funds, and for the continuation of the Conventional Public Housing Program and Section 8 Tenant-Based Program.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 3

Attachment A

Summary of Public Outreach

Section 511 of the QHWRA instructs public housing authorities (PHAs) to convene one or more Resident Advisory Boards (RABs) to assist and make recommendations on the development of the Annual Plan, as well as on any significant amendments or modifications. Conventional Public Housing Program residents and Section 8 Tenant-Based Program participants were invited to participate on the RAB to learn about programs included in the Annual Plan and to provide input.

Summary of RAB Activities:

Conventional Public Housing Program

- In October 2006, the Housing Authority sent a letter inviting the resident councils to participate in the Annual Plan process.
- Twenty-one Resident Council members participated in the RAB to develop the Annual Plan.
- Three public housing RAB meetings were held at the Nueva Maravilla housing development in November through December 2006.

Section 8

- In October 2006, a newsletter was sent to all Section 8 participants, inviting them to participate in the Annual Plan process.
- Eight RAB members volunteered to participate in the development of the Annual Plan.
- Four Section 8 RAB meetings were held in November 2006.

Other Outreach Activities

- A summary of the RAB comments and Housing Authority responses are included in Attachment E of the Annual Plan.
- A written Spanish version of HUD Form 50075, the Annual Plan template, was made available at Public Housing and Section 8 RAB meetings.
- Spanish translators were provided during the Conventional Public Housing RAB meetings.
- In December 2006, a public notice was mailed to all Section 8 program participants notifying them of the 45-day Public Review and Comment Period.
- In December 2006, a public notice was mailed to all Conventional Public Housing residents notifying them of the 45-day Public Review and Comment Period.
- In December 2006, a public notice announcing the 45-day Public Review and Comment Period was published in the Los Angeles Times, La Opinion, the Daily News, Wave Community Newspaper, International Daily News, L.A. Sentinel and

the Long Beach Press Telegram. The names of bilingual (Spanish and Russian) Housing Authority staff to be contacted were provided in the public notice.

- During the public comment period, the Annual Plan was made available at nine public libraries, 11 housing developments, the South Whittier Community Resource Center, the Housing Authority administrative office in Monterey Park, the Section 8 administrative office in Santa Fe Springs, the Section 8 Lancaster office and the Housing Authority web site.
- Summaries of the Annual Plan were available during the Public Review and Comment Period in Braille, Russian, Korean, Spanish and Mandarin Chinese at the above locations.
- Information regarding the Annual Plan is published annually in the Section 8 Tenant Talk newsletter and annually in the Public Housing Info Notes newsletter.

Attachment B

Capital Fund Rehabilitation

Housing Development	Address	District
1. Arizona and Olympic	1003-1135 S. Arizona Avenue Los Angeles, CA 90022	1
2. Herbert Avenue	133 Herbert Avenue Los Angeles, CA 90063	1
3. Ocean Park	175 Ocean Park Boulevard Santa Monica, CA 90405	3
4. Carmelitos	1000 Via Wanda Carmelitos, CA 90805	4
5. Harbor Hills	26607 So. Western Avenue Lomita, CA 90717	4
6. Marina Manor I	3401 Via Dolce Marina del Rey, CA 90292	4
7. Marina Manor II	3405 Via Dolce Marina del Rey, CA 90292	4
8. Whittier Manor	11527 Slauson Avenue Whittier, CA 90606	4
9. Foothill Villa	2423 Foothill Boulevard La Crescenta, CA 91214	5
10. Orchard Arms	23520 Wiley Canyon Road Valencia, CA 91355	5
11. Quartz Hills I	5028 West Avenue L-12 Quartz Hill, CA 93536	5
12. Quartz Hills II	42051 51st Street West Quartz Hill, CA 93536	5

OMB Approval No: 2577-0226
(exp. 02/28/2006)

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

PHA Plans

5 Year Plan for Fiscal Years 2004-2008
Annual Plan for Fiscal Year 2007-2008

NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

PHA Plan
Agency Identification

PHA Name: Housing Authority of the County of Los Angeles

PHA Number: CA002

PHA Fiscal Year Beginning: (mm/yyyy) 07/2007

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- ☒ Main administrative office of the PHA
- ☒ PHA development management offices
- ☐ PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☒ Main administrative office of the PHA
- ☒ PHA development management offices
- ☐ PHA local offices
- ☐ Main administrative office of the local government
- ☐ Main administrative office of the County government
- ☐ Main administrative office of the State government
- ☒ Public library
- ☒ PHA website
- ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- ☒ Main business office of the PHA
- ☒ PHA development management offices
- ☐ Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2004 - 2008
[24 CFR Part 903.5]

A. 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. (select one of the choices below)

☒ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

☐ The PHA's mission is: (state mission here)

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

☒ PHA Goal: Expand the supply of assisted housing
Objectives:
- ☒ Apply for additional rental vouchers:
- ☒ Reduce public housing vacancies:
- ☒ Leverage private or other public funds to create additional housing opportunities:
- ☐ Acquire or build units or developments
- ☒ Other (list below):

Implement a Project-Based Voucher program.

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score)
- ☒ Improve voucher management: (SEMAP score)
- ☒ Increase customer satisfaction:

- ☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
- ☒ Renovate or modernize public housing units:
- ☒ Demolish or dispose of obsolete public housing:
- ☐ Provide replacement public housing:
- ☐ Provide replacement vouchers:
- ☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices

Objectives:

- ☒ Provide voucher mobility counseling:
- ☒ Conduct outreach efforts to potential voucher landlords
- ☒ Increase voucher payment standards
- ☒ Implement voucher homeownership program:
- ☐ Implement public housing or other homeownership programs:
- ☐ Implement public housing site-based waiting lists:
- ☐ Convert public housing to vouchers:
- ☐ Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

☒ PHA Goal: Provide an improved living environment

Objectives:

- ☐ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- ☐ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☒ Implement public housing security improvements:
- ☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☒ Other:

  Partner with community-based organizations and local colleges and universities through service learning to provide educational and prevention/intervention activities.

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- ☒ Increase the number and percentage of employed persons in assisted families:
- ☒ Provide or attract supportive services to improve assistance recipients' employability:
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☐ Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

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

To comply with the Violence Against Women and Department of Justice Reauthorization Act of 2005, the Housing Authority has implemented policies protecting victims of domestic violence from discrimination. The Section 8 Program has also implemented policies permitting owners to bifurcate the lease of those in a violent relationship, allowing the victim of violence to remain in the unit. The Housing Authority will not deny admission to an applicant who is or has been a victim of domestic violence, dating violence, or stalking, if the person otherwise qualifies for assistance. Additionally, the Housing Authority will not evict a current tenant solely because the resident is or has been a victim of domestic violence, dating violence, or stalking

The Section 8 Shelter Plus Care (S+C) program maintains several grants; one of them being Antelope Valley Domestic Violence Council (ADVDC). This particular grant targets domestic violence (DV) victims, who must be low income and disabled. We do not demand the police reports to verify the domestic violence; however, we do require that DC/applicant sign a certified statement regarding the domestic violence, and a trained profession sign the Certificate of Disability prior

to submitting the pre-application to the Housing Authority of the County of Los Angeles for review/approval.

The Section 8 Program gives admissions preference to victims of domestic violence, dating violence and stalking through set-asides and law enforcement referrals. Additionally, the Public Housing Program will continue to provide an admissions preference to a victim of domestic violence, dating violence, or stalking if the applicant is referred by a domestic violence facility or homeless provider.

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2007
[24 CFR Part 903.7]

i. Annual Plan Type:
Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

Streamlined Plan:

☐ **High Performing PHA**
☐ **Small Agency (<250 Public Housing Units)**
☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan
[24 CFR Part 903.7 9 (r)]
Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

The Housing Authority of the County of Los Angeles (HACoLA) administers the Housing Choice Voucher and Conventional Public Housing programs for residents in Los Angeles County. The contents of the Annual Plan reflect the current state of operations and management of the affordable housing programs. The Annual Plan contains the following attachments: the Capital Fund Annual Statement, the Capital Fund Program Five-Year Action Plan Resident Advisory Board comments, Admission Policy for Deconcentration, Progress in Meeting Five-Year Goals, Schedule of Flat Rents, the Admissions and Continued Occupancy Policy (ACOP) and Lease Agreement for the Conventional Public Housing Program, and the Section 8 Tenant-Based Program Administrative Plan.

The Housing Authority is implementing policies to comply with the Violence Against Women and the Department of Justice Reauthorization Act of 2005. To this end, the 5-year Plan has been amended to reflect changes in the goals of the Housing Authority to protect victims of domestic violence from discrimination and encourage owners to bifurcate the lease of those living in a violent relationship.

The 5-year Plan has also been amended to reflect an additional goal to expand the supply of assisted housing through the administration of the Project-Based Voucher program.

Additionally, HACoLA has made the following changes to the ACOP and Lease Agreement and the Administrative Plan:

ADMISSIONS AND CONTINUED OCCUPANCY POLICY AND LEASE AGREEMENT

1. Veterans Preference

HUD regulations give the Housing Authority the authority to create a system of admissions preferences to meet local housing needs. In order of priority, Conventional Public Housing currently gives admissions preference to:

1. Homeless families, including victims of domestic violence and emancipated youth aging out of Foster Care;
2. Families who live and/or work in unincorporated Los Angeles County who are veterans or surviving spouses of veterans;
3. All other families who live and/or work in unincorporated Los Angeles County;
4. Families who do not live or work in unincorporated Los Angeles County who are veterans or surviving spouses of veterans;
5. All other families that do not live or work in unincorporated Los Angeles County.

In accordance with the State of California Health and Safety Code, section 34322.2, the Housing Authority will now give priority to families of veterans and members of the armed forces within each of the above admissions preference categories. Preference categories number two and four will be removed.

2. Admissions Preference

A second priority local admissions preference will be given to applicants that have been displaced by a natural disaster declared by the President of the United States or through a governmental action. Families of veterans and servicemen will be given priority in this new admissions preference.

3. Violence Against Women Act

January 5, 2005, Congress reauthorized the Violence Against Women Act (VAWA). In order to comply with VAWA, the Housing Authority will include policies for applicants and participants that are or have been victims of domestic or dating violence, or stalking. The Housing Authority will not deny admission to an applicant who is or has been a victim of domestic violence, dating violence, or stalking, if the person otherwise qualifies for assistance. Additionally, the Housing Authority will not evict a current tenant solely because the resident is or has been a victim of domestic violence, dating violence, or stalking.

4. Loitering

The current chapter in the Admissions and Continued Occupancy regarding the Housing Authority's curfew policies does not describe the Housing Authority's policies on loitering. This chapter will be revised to include loitering policies consistent with the Los Angeles County Code, section 13.44.

5. Data Sharing

Currently it is the Housing Authority's policy to not share resident information in the absence of an authorization, subpoena, court order or medical emergency. The

Housing Authority will now share resident information that is necessary to determine eligibility for County welfare department programs or services for which the client has applied or is receiving, as authorized by the State of California Health and Safety Code, section 34217. This new policy is subject to any applicable confidentiality laws or provisions.

ADMINISTRATIVE PLAN

1. Veterans Preference

HUD regulations give the Housing Authority the authority to create a system of admissions preferences to meet local housing needs. In order of priority, the Section 8 Program currently gives preference to:

1. Families referred through specially funded programs;
2. Families whose assistance was terminated due to a loss of funding;
3. Families residing or working within the Housing Authority's jurisdiction;
4. Families or individuals who are displaced due to natural disaster or government action;
5. Referrals from law enforcement agencies;
6. The elderly and veterans.

In accordance with the State of California Health and Safety Code, section 34322.2, the Housing Authority will now give priority to families of veterans and members of the armed forces within each of the above admissions preference categories. In accordance with the new Section 8 admissions preference, veterans will be removed from the sixth preference category.

2. Homeless Set-Aside

The Housing Authority will enter into a Memorandum of Understanding (MOU) with the Los Angeles County Office of Military and Veterans Affairs to expand the existing Section 8 Homeless set-aside program. The Los Angeles County Office of Military and Veterans Affairs will refer homeless veterans to the Housing Authority for Section 8 rental assistance.

On March 28, 2006, the board approved the expansion of the Homeless set-aside program to include an additional fifty vouchers for families that are both homeless and disabled, and individuals who were previously housed, but due to an illness were hospitalized, and lost their housing. The Housing Authority will now further expand the Homeless set-aside program as funding permits. The Housing Authority will receive referrals directly from Los Angeles County Department of Health Services (DHS) for these additional vouchers.

3. Owner Verification

The Housing Authority has the discretion to disapprove owners from participating in the Section 8 Program for violations of HAP contract obligations, including failure to meet State or local housing codes. The Housing Authority will now require owners to comply with local ordinances that require a business license for rental properties. The Housing Authority may disapprove owners for a period of

one year.

The Housing Authority will consider any disapproval of owners on a case-by-case basis after completion of a full investigation. The Housing Authority will attempt to minimize any disruption to Section 8 Program participants resulting from any owner disapproval and will extend participants' housing vouchers, if necessary.

4. Violence Against Women Act

The Section 8 Program will also include policies for applicants and participants that are or have been victims of domestic or dating violence, or stalking as required by the Violence Against Women Act (VAWA).

5. Project-Based Vouchers

In order to preserve the availability of affordable housing inventory the Housing Authority will implement a Project-Based Voucher program. The Project-Based Voucher program will increase developer interest in building affordable housing developments in Los Angeles County through supplementing operating costs of affordable developments and ensuring stable occupancy by tying assistance to the unit.

6. Data Sharing

The Section 8 Program will adopt the new data sharing policy outlined in the ACOP for the Conventional Public Housing Program. As authorized by the State of California Health and Safety Code, section 34217, the Housing Authority will now share Section 8 participant information that is necessary to determine eligibility for county welfare department programs or services for which the client has applied or which he or she is receiving.

7. Criminal Background

The Housing Authority currently denies admission to all applicants on parole or probation. This policy is more restrictive than HUD and results in the exclusion of those who commit petty crimes, such as shoplifting and traffic-related offenses. The Housing Authority will now admit applicants on parole or probation who are otherwise eligible under HUD regulations.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

☒ **A.** Admissions Policy for Deconcentration

☒ **B.** FY 2006 Capital Fund Program Annual Statement

☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

☒ **D.** PHA Management Organizational Chart

☒ **C.** FY 2006 Capital Fund Program 5 Year Action Plan

☐ Public Housing Drug Elimination Program (PHDEP) Plan

☒ **E.** Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
☒ Other (List below, providing each attachment name)

F. Membership of RAB and Outreach Activities
G. Progress in Meeting 5-Year PHA Plan Goals
H. Schedule of Flat Rents

Administrative Plan: See attached CA002a01

Admissions and Continued Occupancy Policy: See attached CA002b01

Lease Agreement: See attached CA002c01

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US	Annual Plan: Eligibility, Selection, and Admissions Policies

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	Housing Act of 1937, as implemented in the 2/18/99 *Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	
X	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership	Annual Plan:

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	programs/plans	Homeownership
	Policies governing any Section 8 Homeownership program ☐ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Location
Income <= 30% of AMI	272,956	5	5	5	5	5	5
Income >30% but <=50% of AMI	238,389	5	5	5	5	5	5
Income >50% but <80% of AMI	246,832	4	4	4	4	4	4
Elderly	113,187	5	5	5	5	5	5
Families with Disabilities	180,263	5	5	5	5	5	5
Hispanic:	483,350	5	5	5	5	5	5
White Non-Hispanic	246,539	4	4	4	4	4	4
African American	121,141	4	4	4	4	4	4

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

- ☒ Consolidated Plan of the Jurisdiction/s
  Indicate year: 2003
- ☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset
- ☐ American Housing Survey data
  Indicate year:
- ☐ Other housing market study
  Indicate year:
- ☐ Other sources: (list and indicate year of information)

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

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List
As of November 22, 2006

Waiting list type: (select one)
- ☐ Section 8 tenant-based assistance
- ☒ Public Housing
- ☐ Combined Section 8 and Public Housing
- ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	**68,031**		
Extremely low income <=30% AMI	66,654	97.98	
Very low income (>30% but <=50% AMI)	2,063	1.54	
Low income (>50% but <80% AMI)	329	0.48	
Families without children	11,525	16.94	
Families with children	31,071	45.67	
Single Families	17,805	25.11	
Elderly families	3,081	4.53	
Families with Disabilities	1,644	2.42	
Single with Disabilities	2,113	3.11	
Total Families with Disabilities (more than one disabled member)	792	1.16	
Characteristics by Bedroom Size (Public Housing Only)	**68,031**		
0-1BR	43,270	63.60	
2 BR	18,280	26.87	
3 BR	5,842	8.59	
4 BR	528	.78	
5 BR	96	.14	
5+ BR	15	.02	
Families with Children	**31,071**	**45.67**	
Families w/o Children	**11,525**	**16.94**	

Housing Needs of Families on the Waiting List As of November 22, 2006			
Families w/ Disabilities	**1,644**	**2.42**	
Single with Disabilities	**2,113**	**3.11**	
Families with Disabilities	**792**	**1.16**	
Extremely low income <=30% AMI	781	1.15	
Very low income (>30% but <=50% AMI)	9	0.01	
Low income (>50% but <80% AMI)	2	0.00	
Elderly families	**3,081**	**4.53**	
Elderly with Disabilities	676	0.99	
Extremely low income <=30% AMI	3,060	4.50	
Very low income (>30% but <=50% AMI)	13	0.02	
Low income (>50% but <80% AMI)	8	0.01	
Single Families	**17,805**	**26.17**	
Extremely low income <=30% AMI	17,529	25.77	
Very low income (>30% but <=50% AMI)	212	.31	
Low income (>50% but <80% AMI)	64	0.09	
Race/ethnicity			
None Stated	12,212	17.95	
White/Hispanic	16,487	24.23	
White/Non-Hispanic	10,819	15.90	
Black/Hispanic	312	0.46	
Black/Non-Hispanic	23,508	34.55	
American Indian or Alaskan/Hispanic	58	0.09	
American Indian or Alaskan/Non-Hispanic	224	0.33	
Asian or Pacific Islander/ Hispanic	30	4	
Asian or Pacific Islander/ Non-Hispanic	2,059	3.03	
Other	2,322	3.41	

Housing Needs of Families on the Waiting List As of November 22, 2006
Characteristics by Family Type (Public Housing Only)
Is the waiting list closed (select one)? ☒ No ☐ Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Housing Needs of Families on the Waiting List
As of December 15, 2006

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

	# of families	% of total families	Annual Turnover
Waiting list total	111,418		51,000
Extremely low income <=30% AMI	102,659	92%	
Very low income (>30% but <=50% AMI)	6,970	6%	
Low income (>50% but <80% AMI)	1,652	1%	
Families with children	11,189	10%	
Elderly families (non-disabled)	19,025	17%	
Families with Disabilities (non-elderly)	4,878	4%	
Elderly Disabled families	1,633	1%	
Hispanic	19,059	17%	
White non-Hispanic	15,234	14%	
African-American	29,493	26%	
Asian	2,943	3%	
Other/Unknown	44,186	40%	

Housing Needs of Families on the Waiting List As of December 15, 2006
Is the waiting list closed (select one)? ☒ No ☐ Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

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

Select all that apply

- ☒ Apply for additional section 8 units should they become available

☒ Leverage affordable housing resources in the community through the creation of mixed-finance housing
☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
☐ Other: (list below)

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

Strategy 1: Target available assistance to families at or below 30 % of AMI
Select all that apply

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

Continue marketing the public housing program through brochures and presentations to local community and advocacy groups, churches and community forums.

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

Strategy 1: Target available assistance to families at or below 50% of AMI
Select all that apply

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

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
Select all that apply

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

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:
Select all that apply

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

Continue marketing to local churches, Social Security offices, advocacy groups and specialized groups such as the Braille Institute. Additionally, HACoLA will continue to maintain its current mainstream program, and subsidize the program with set-aside funds, for people with disabilities.

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
☒ Other: (list below)

Continue marketing the public housing program at housing fairs, local governmental activities, churches, to public housing resident councils and conduct open houses for a variety of communities.

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations
☒ Other: (list below)

Continue distributing fair housing brochures to public housing residents. Utilize the RAB to conduct fair housing presentations for residents and HACoLA staff.

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

(2) Reasons for Selecting Strategies

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

☒ Funding constraints
☒ Staffing constraints

☒ Limited availability of sites for assisted housing
☒ Extent to which particular housing needs are met by other organizations in the community
☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
☒ Influence of the housing market on PHA programs
☒ Community priorities regarding housing assistance
☒ Results of consultation with local or state government
☒ Results of consultation with residents and the Resident Advisory Board
☒ Results of consultation with advocacy groups
☒ Other: (list below)

HUD policies that adversely affect HACoLA's Public Housing and Section 8 programs, especially unfunded mandates.

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (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 (FY 2006 grants)		
a) Public Housing Operating Fund	$7,215,700	
b) Public Housing Capital Fund	$5,665,390	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	$200,594,900	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	$0	
g) Resident Opportunity and Self-Sufficiency Grants	$72,900	
h) Community Development Block Grant	$4,609,400	
i) HOME	$0	
Other Federal Grants (list below)		
Telemedicine	$41,050	
Shelter Plus Care	$4,050,300	

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
HOPWA	$963,000	
2. Prior Year Federal Grants (unobligated funds only) (list below)	0$	
3. Public Housing Dwelling Rental Income	$8,633,427	
4. Other income (list below)		
Tenant Charges	$105,708	
Interest Income	$200,200	
4. Non-federal sources (list below)	$0	
Total resources	**$232,151,975**	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

☐ When families are within a certain number of being offered a unit: (state number)
☐ When families are within a certain time of being offered a unit: (state time)
☒ Other: (describe)

After HACoLA 'batches' applicants from the waiting list, HACoLA first verifies applicant interest in the public housing program. Applicants who return the 'interest form' are mailed application packets. Upon receipt of a completed application packet, HACoLA begins the process of verifying eligibility for admission to public housing.

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

☒ Criminal or Drug-related activity
☒ Rental history
☒ Housekeeping
☒ Other (describe)

HACoLA also conducts credit checks and obtains previous landlord's references.

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

☒ Community-wide list
☐ Sub-jurisdictional lists
☐ Site-based waiting lists
☐ Other (describe)

b. Where may interested persons apply for admission to public housing?

☐ PHA main administrative office
☐ PHA development site management office
☒ Other (list below)

All applicants must apply via telephone or HACoLA website.

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. ☐ Yes ☐ No: May families be on more than one list simultaneously
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

☐ PHA main administrative office
☐ All PHA development management offices
☐ Management offices at developments with site-based waiting lists
☐ At the development to which they would like to apply
☐ Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

☐ One
☐ Two
☒ Three or More

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

☒ Emergencies
☒ Overhoused
☒ Underhoused
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☒ Other: (list below)

Transfers due to threat of violence are also given priority over new admissions and over all transfers. Victims of domestic violence and victims of hate crimes are covered under the transfer policy.

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- ☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☒ Victims of domestic violence
- ☐ Substandard housing
- ☒ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- ☐ Working families and those unable to work because of age or disability
- ☒ Veterans and veterans' families
- ☒ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below)

Emancipated youth aging out of foster care.

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

1 Date and Time

Former Federal preferences:

- 2 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 1 Victims of domestic violence
- Substandard housing
- 1 Homelessness
- High rent burden

Other preferences (select all that apply)

- ☐ Working families and those unable to work because of age or disability
- ☒ 1 Veterans and veterans' families
- ☒ 3 Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs

☐ Victims of reprisals or hate crimes
☒ Other preference(s) (list below)

HACoLA has implemented an admissions preference for emancipated youth aging out of foster care, between the age of 18 and 21. Currently there are two emancipated youth in the Carmelitos Housing Development. The program is designed to assist these youths with not only housing, but life skills, employment training and ongoing support as well. Emancipated youth are admitted through the homeless preference.

Additionally, HACoLA expanded the homeless criteria to include single elderly and disabled people.

Disabled single adults do not have an admissions preference as HACoLA maintains a separate waiting list for elderly/disabled housing developments and the waiting period for these developments is less than for family sites.

For victims of hate crimes, HACoLA handles cases referred to HACoLA by law enforcement on a case-by-case basis.

To comply with California Health and Safety Code, HACoLA will now give families of veterans and members of the armed forces first priority in every preference category.

4. Relationship of preferences to income targeting requirements:
☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)
☒ The PHA-resident lease
☒ The PHA's Admissions and (Continued) Occupancy policy
☒ PHA briefing seminars or written materials
☒ Other source (list)

Applicants and residents can also obtain information in the resident manager's office. Additionally, residents obtain updated information via rent statements, HACoLA newsletters and community policing deputies.

b. How often must residents notify the PHA of changes in family composition? (select all that apply)
☐ At an annual reexamination and lease renewal
☒ Any time family composition changes
☐ At family request for revision
☐ Other (list)

(6) Deconcentration and Income Mixing

a. ☐ Yes ☒ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. ☐ Yes ☒ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

☐ Adoption of site-based waiting lists
If selected, list targeted developments below:

☐ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

☐ Additional affirmative marketing
☐ Actions to improve the marketability of certain developments
☐ Adoption or adjustment of ceiling rents for certain developments
☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.
Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)
☒ Criminal or drug-related activity only to the extent required by law or regulation
☐ Criminal and drug-related activity, more extensively than required by law or regulation
☐ More general screening than criminal and drug-related activity (list factors below)
☐ Other (list below)

b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
☐ Criminal or drug-related activity
☒ Other (describe below)

As required by HUD regulations, HACoLA will provide prospective landlords with the address of the applicant and the names and addresses of the current and previous landlords if known.

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
☒ None
☐ Federal public housing
☐ Federal moderate rehabilitation
☐ Federal project-based certificate program

☐ Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

☐ PHA main administrative office
☒ Other (list below)

Applications for rental assistance are accepted by telephone and on HACoLA's website. Interested persons may apply for rental assistance by calling (562) 347-4663 Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at www.hacola.org. A toll-free telephone number (800) 731-4663 is available to residents in remote areas of the County (Antelope Valley area).

(3) Search Time

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

HACoLA permits voucher extensions in the following manner:

- A voucher will be extended up to 120 days at the request of the voucher holder.
- A voucher may be extended up to 270 days for reasonable accommodation.

(4) Admissions Preferences

a. Income targeting

☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☒ Victims of domestic violence
☐ Substandard housing
☒ Homelessness

☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

☐ Working families and those unable to work because of age or disability
☒ Veterans and veterans' families
☒ Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☒ Victims of reprisals or hate crimes
☒ Other preference(s) (list below)

HACoLA will give a preference to elderly and permanently disabled singles or families that have elderly or permanently disabled members.

HACoLA gives a preference to families who qualify for set-aside, targeted, or special programs, who are referred by contracted agencies, up to the specified number of vouchers specified in the contract.

HACoLA gives a preference to families whose assistance has been terminated due to insufficient funding.

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

5 Date and Time

Former Federal preferences

4 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
4 Victims of domestic violence
Substandard housing
1 Homelessness
High rent burden

Other preferences (select all that apply)

☐ Working families and those unable to work because of age or disability
☒ 1 Veterans and veterans' families
☒ 3 Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☒ 4 Victims of reprisals or hate crimes

☒ Other preference(s) (list below)

6 Elderly and permanently disabled singles or families that have elderly or permanently disabled members.

1 Families who qualify for set-aside, targeted, or special programs, who are referred by contracted agencies, up to the specified number of vouchers specified in the contract.

2 Families whose assistance has been terminated due to insufficient funding.

1 To comply with California State Health and Safety Code, HACoLA will now give first priority to families of veterans and members of the armed forces in each preference category.

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

☒ Date and time of application
☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

☒ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

☒ The Section 8 Administrative Plan
☒ Briefing sessions and written materials
☐ Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

☒ Through published notices
☒ Other (list below)

Advertise and market the Special Programs at Social Security offices, Welfare agencies, and neighborhood centers.

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

☐ The PHA will not employ any discretionary rent-setting policies for income-based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

☒ The PHA employs discretionary policies for determining income-based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

☐ $0
☐ $1-$25
☒ $26-$50

2. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

HACoLA will immediately grant the minimum rent exception to all families who request it. The minimum rent will be suspended until HACoLA determines whether the hardship is covered by statute, and temporary or long-term. If HACoLA determines that the minimum rent is not covered by statute, HACoLA will impose a minimum rent including payment for minimum rent from the time of suspension. It is under HACoLA's discretion the length of time the minimum rent exception will be granted. The minimum rent exception is on a case by case basis.

c. Rents set at less than 30% than adjusted income

1. ☐ Yes ☒ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

☒ For the earned income of a previously unemployed household member
☒ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

☒ For household heads
☐ For other family members
☐ For transportation expenses
☒ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

☐ Yes for all developments
☐ Yes but only for some developments
☒ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

☐ For all developments
☐ For all general occupancy developments (not elderly or disabled or elderly only)
☐ For specified general occupancy developments
☐ For certain parts of developments; e.g., the high-rise portion
☐ For certain size units; e.g., larger bedroom sizes
☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

☐ Market comparability study
☐ Fair market rents (FMR)
☐ 95th percentile rents
☐ 75 percent of operating costs
☐ 100 percent of operating costs for general occupancy (family) developments
☐ Operating costs plus debt service
☐ The "rental value" of the unit
☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

☐ Never
☐ At family option
☐ Any time the family experiences an income increase
☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
☒ Other (list below)

Residents may report a decrease in income and other changes, such as in increase in allowances or deductions, which would reduce the amount of the total tenant payment.

The family must report any of the following factors which could result in an increase in rent:

-Receipt of a deferred payment in a lump sum
-Change in family composition
-A change of source of income

g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

☐ The section 8 rent reasonableness study of comparable housing
☒ Survey of rents listed in local newspaper
☒ Survey of similar unassisted units in the neighborhood
☐ Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- ☐ At or above 90% but below100% of FMR
- ☐ 100% of FMR
- ☒ Above 100% but at or below 110% of FMR
- ☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- ☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ The PHA has chosen to serve additional families by lowering the payment standard
- ☐ Reflects market or submarket
- ☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- ☒ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☒ Reflects market or submarket
- ☒ To increase housing options for families
- ☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- ☒ Annually
- ☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- ☒ Success rates of assisted families

☒ Rent burdens of assisted families
☒ Other (list below)

Rental data for Los Angeles County area and program information indicating where program families are able to lease units.

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)
☐ $0
☐ $1-$25
☒ $26-$50

b. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

HACoLA will waive the minimum rent requirement in cases where the family documents that they do not currently have any source of income. In such cases, the family will be re-evaluated in 6 months.

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)
☒ An organization chart showing the PHA's management structure and organization is attached.
☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	2906	270
Section 8 Vouchers	18,134	2,916
Section 8 Certificates	N/A	N/A
Section 8 Mod Rehab	426	44

Special Purpose Section 8 Certificates/ Vouchers (list individually)		
Preservation	401	28
Project-Based (new construction)		
Public Housing Drug Elimination Program (PHDEP)	N/A	N/A
Other Federal Programs (list individually)		
HOPWA	79	79
Shelter Plus Care	373	0

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

Maintenance Policy and Procedure Manual
Admissions and Continued Occupancy Policy

(2) Section 8 Management: (list below)

Administrative Plan

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

☐ PHA main administrative office
☒ PHA development management offices
☐ Other (list below)

B. Section 8 Tenant-Based Assistance

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

☒ PHA main administrative office
☐ Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

☒ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name) Attachment B

-or-

☐ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. ☒ Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

☒ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name) Attachment C

-or-

☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

☐ Yes ☒ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
   - ☐ Revitalization Plan under development
   - ☐ Revitalization Plan submitted, pending approval
   - ☐ Revitalization Plan approved
   - ☐ Activities pursuant to an approved Revitalization Plan underway

☐ Yes ☒ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

☐ Yes ☒ No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?

If yes, list developments or activities below:

☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to component 9; if "yes", complete one activity description for each development.)

2. Activity Description

☐ Yes ☒ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 9. If "No", complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: 85th and Miramonte (1542 East 85th Street, Los Angeles CA) 1b. Development (project) number:
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: (02/01/07)
5. Number of units affected: 0 (property previously demolished) 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: In progress b. Projected end date of activity: 02/01/07

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☒ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If "No", skip to component 10. If "yes", complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. Designation type: Occupancy by only the elderly ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☐
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) ☐ Part of the development ☐ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10: Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☐ Yes ☒ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? ☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)
3. ☐ Yes ☐ No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) ☐ Conversion Plan in development ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY) ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY) ☐ Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) ☐ Units addressed in a pending or approved demolition application (date submitted or approved: ☐ Units addressed in a pending or approved HOPE VI demolition application

(date submitted or approved:)

☐ Units addressed in a pending or approved HOPE VI Revitalization Plan
(date submitted or approved:)

☐ Requirements no longer applicable: vacancy rates are less than 10 percent

☐ Requirements no longer applicable: site now has less than 300 units

☐ Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

Voluntary Conversion Initial Assessments

a. How many of the PHA's developments are subject to the Required Initial Assessments? 49

b. How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)? 14

c. How many Assessments were conducted for the PHA's covered developments? 1

d. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments: 0

Development Name	Number of Units

e. If the PHA has not completed the Required Initial Assessments, describe the status of these assessments.

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☐ Yes ☒ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved

HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If "No", skip to component 11B; if "yes", complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 12. If "No", complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) ☐ Part of the development ☐ Total development

B. Section 8 Tenant Based Assistance

1. ☐ Yes ☒ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is

eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

☐ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

☐ 25 or fewer participants
☐ 26 - 50 participants
☐ 51 to 100 participants
☐ more than 100 participants

b. PHA-established eligibility criteria

☐ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?
If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☒ Yes ☐ No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 10/29/01

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

☐ Client referrals
☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
☐ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
☐ Jointly administer programs
☒ Partner to administer a HUD Welfare-to-Work voucher program
☐ Joint administration of other demonstration program

☐ Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

☒ Public housing rent determination policies
☒ Public housing admissions policies
☐ Section 8 admissions policies
☐ Preference in admission to section 8 for certain public housing families
☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
☐ Preference/eligibility for public housing homeownership option participation
☐ Preference/eligibility for section 8 homeownership option participation
☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

ROSS Family Grants Services and Programs July 1, 2007 to June 30, 2008				
Program Name & Description (Including location, if appropriate)	Estimated Number of Services / Activities	Allocation Method (Waiting list/random selection/specific criteria/other)	Access (Development office/ PHA main office/ other provider name)	Eligibility (Public housing or Section 8 participants or both)
NAME Resident Opportunities and Self Sufficiency (ROSS) Family Grant: **LOCATIONS** Carmelitos/Harbor Hills/Maravilla + 46 Other Scattered Housing Sites **DESCRIPTION** Workforce Development	1,080	Through a Vendor Contract, a Non Profit Organization will provide Workforce Development Employment Services throughout the 49 Housing Sites	Vendor Physically Located at the Following Three Largest Housing Sites: Carmelitos/Harbor Hills/Nueva Maravilla	Conventional Public Housing Residents

Services 1. Skills Assessment (169) 2. Job Counseling/Job Placement (169) 3. Job Placement/Retention Services (169) 4. Employment Skills Development (338) 5. Credit Counseling (42) 6. Transportation Voucher Assistance (33) 7. Mental Health Assessment (42) 8. Childcare Referral Services (85) 9. Employment Reimbursement Assistance (33) •				

ROSS Grants For Elderly and Persons with Disabilities July 1, 2007 to June 30, 2008				
Program Name & Description (Including location, if appropriate)	Estimated Number of Services/ Activities	Allocation Method (Waiting list/random selection/specific criteria/other)	Access (Development office/ PHA main office/ other provider name)	Eligibility (Public housing or Section 8 participants or both)
NAME Resident Opportunities and Self Sufficiency (ROSS) Family Grant: **LOCATIONS** 13 housing sites (see below). **DESCRIPTION** Supportive Services for the Elderly and Persons with Disabilities The selected organizations will provide: • Recreation activities (275) • In-Home assistance (150) • Counseling services (60) • Transportation assistance (80) • Hot meal programs (700) • Case management and other related activities (180)	2,210	Walk-in and targeted outreach by site staff, resident councils, one-stop centers, and community partners	Site-based family resource centers, one-stop centers, and community partners	Conventional Public Housing Residents

• Referrals to community resources (400) • Telephone check in (75) • Nutrition classes (40) • Gardening (40) • Financial workshops to assist in fraud prevention (20) • Exercise classes (50) • Field trips (140) Sites: *Carmelitos* *Carmelitos Seniors* *Francisquito Villa* *Foothill Villa* *Harbor Hills* *Herbert Avenue* *Marina Manor* *Nueva Maravilla* *Orchard Arms* *Palm Apartments* *Southbay Gardens* *Westknoll Apartments* *Whittier Manor*				

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2007 Estimate)	Actual Number of Participants (As of: 12/06/06)
Public Housing	67	32
Section 8	842	483

b. ☐ Yes ☒ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

The Housing Authority of the County of Los Angeles (HACoLA) will change its current policy to allow existing Housing Choice Voucher (HCV) participants to apply for its FSS program.

HACoLA has developed an informative pamphlet on the FSS program and will do a mass mailing of these pamphlets to existing HCV participants. Additionally, HACoLA will notify HCV participants via its Tenant Talk publication of the FSS program's open enrollment status.

FSS will maintain an interest list based on the applications received from HCV participants interested in the program. Based on current staffing availability for FSS, applications will be processed in the order received.

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies

☒ Informing residents of new policy on admission and reexamination

☐ Actively notifying residents of new policy at times in addition to admission and reexamination.

☐ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services

☐ Establishing a protocol for exchange of information with all appropriate TANF agencies

☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

Chapter 15
COMMUNITY SERVICE REQUIREMENT
[24 CFR Part 960 Subpart F and 24 CFR 903.7]

A. REQUIREMENT

Except for any adult resident who is an exempt individual, each adult resident of public housing shall:

1. Contribute eight (8) hours per month of community service (not including political activities); or

2. Participate in an economic self-sufficiency program for eight (8) hours per month; or

3. Perform eight (8) hours per month of combined activities.

B. EXEMPTIONS

The Housing Authority shall provide an exemption from the community service requirement for any adult resident who meets the following HUD exemption criteria:

1. Is 62 years of age or older;

2. Is a blind or disabled individual, as defined under section 216(I)(1) of 1614 of the Social Security Act (42 U.S.C. 416 (I)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or:

3. Is a primary caretaker of such individual;

4. Is engaged in a work activity as defined in section 407(d) of the Social Security Act;

5. Meets the requirements for being exempt from having to engage in a work activity under the State program funded under part A of Title IV of the Social Security Act, or under any other welfare program of the State in which the public housing authority 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 program.

The Housing Authority will re-verify exemption status at the annual recertification except for adult residents who are 62 years of age or older.

At any time shall an adult resident experience a change in status that would make such individual exempt from the community service requirement, he/she must report the change in status within five (5) working days to the site management office. The Housing Authority will verify the exemption status of the requesting adult resident before authorizing non-exemption from the community service requirement.

At any time shall an adult resident experience a change in status that would make such individual non-exempt from the community service requirement, he/she must report the change in status within five (5) working days to the site management office. The non-exempt adult resident shall only be responsible for the balance of community service hours to be completed before the annual recertification.

C. SATISFYING THE COMMUNITY SERVICE REQUIREMENT

Activities that satisfy the Community Service Requirement include, but are not limited to, the following:

1. Participation in a Family Learning Center Literacy Program as a reading tutor and/or reading listener.

2. Participation in activities which support the Family Learning Center, such as, but not limited to, after-school tutoring, summer programs, being a chaperone for educational field trips, assisting with events and programs related to youth/adult education and literacy.

3. Participation in the site Resident Council as an elected board member or performing activities related to the Resident Council that total eight (8) hours per month.

4. Participation in activities which support the Family Resource Center, such as, but not limited to, being a chaperone for youth and senior field trips, assisting with community events and family/youth programs, and other activities related to youth development, recreation, and family self-sufficiency.

5. A list of other eligible activities that satisfy the community service requirement shall be posted and kept on file at the site management office.

In addition to the activities stated above, participation in an economic self-sufficiency program satisfies the community service requirement. HUD defines economic self-sufficiency as: any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

Economic self-sufficiency programs include: job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management skills training, apprenticeship, or any other program necessary to ready a participant for employment.

In addition to the activities listed above, the Housing Authority authorizes the following economic self sufficiency activities:

Participation in the Housing Authority Family Self Sufficiency Program.

Other activities which further the goals of economic self-sufficiency as approved on an individual basis by the Housing Authority.

The Housing Authority will ensure that all community service activities which take place on Housing Authority property are accessible for persons with disabilities.

D. ANNUAL COMPLIANCE CERTIFICATION

For each adult resident subject to the community service requirement, the Housing Authority shall, 30 days before the expiration of the Lease Agreement, review and determine compliance with the community service requirement.

Such determinations shall be made in accordance the principles of due process and on a non-discriminatory basis.

If community service activities are administered by an organization other than the Housing Authority, the Housing Authority will obtain third-party verification.

Adult residents will not be permitted to self-certify their compliance with the community service requirement.

E. NONCOMPLIANCE

If the Housing Authority determines that an adult resident subject to the community service requirement has not complied with the requirement, the Housing Authority shall

1. Notify the adult resident of such noncompliance;

2. Include in the notification that the determination of noncompliance is subject to the administrative grievance procedure under the Housing Authority's Grievance Procedures; and

3. Unless the resident enters into an agreement to comply with the community service requirement, the adult resident's Lease Agreement will not be renewed; and

4. The Housing Authority may not renew or extend the resident's Lease Agreement upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the Housing Authority enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

F. INELIGIBILITY FOR OCCUPANCY FOR NONCOMPLIANCE

The Housing Authority shall not renew or extend any Lease Agreement, or provide any new Lease Agreement, for a dwelling unit for any household that includes an adult resident who was subject to the community service requirement and failed to comply with the requirement.

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

☐ High incidence of violent and/or drug-related crime in some or all of the PHA's developments

☒ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments

☐ Residents fearful for their safety and/or the safety of their children

☒ Observed lower-level crime, vandalism and/or graffiti
☐ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

☒ Safety and security survey of residents
☒ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
☒ Resident reports
☒ PHA employee reports
☒ Police reports
☒ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
☐ Other (describe below)

3. Which developments are most affected? (list below)

Carmelitos
Harbor Hills
Mueva Maravilla
South Scattered Sites

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

☒ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
☒ Crime Prevention Through Environmental Design
☒ Activities targeted to at-risk youth, adults, or seniors
☒ Volunteer Resident Patrol/Block Watchers Program
☒ Other (describe below)

The Crime and Safety Unit (CSU) has enhanced methods of preventing crime through technology. Fund from a U.S. Department of Justice grant were used to install CCTV systems at 9 public housing sites. Due to the success of this effort, additional funds have been identified to expand CCTV to other public housing sites.

2. Which developments are most affected? (list below)

Carmelitos
Harbor Hills
Mueva Maravilla

South Scattered Sites

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- ☒ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- ☒ Police provide crime data to housing authority staff for analysis and action
- ☒ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- ☒ Police regularly testify in and otherwise support eviction cases
- ☒ Police regularly meet with the PHA management and residents
- ☒ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- ☐ Other activities (list below)

2. Which developments are most affected? (list below)

Carmelitos
Harbor Hills
Mueva Maravilla
South Scattered Sites

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

N/A

- ☐ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- ☐ Yes ☐ No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- ☐ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename: ___)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

Chapter 9
PET POLICY—ELDERLY/DISABLED DEVELOPMENTS
[24 CFR 5.309]

INTRODUCTION

The purpose of this policy is to establish the HA's policy and procedures for ownership of common household pets in elderly and disabled developments and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

This policy changes provisions previously applicable to elderly/disabled developments. Only residents who had pets prior on or before the effective date of the revised Pet Policy are allowed to keep pets providing they have adhered to the terms of the Pet Agreement – Addendum to Lease Agreement.

Animals That Assist Persons with Disabilities

In accordance with Section 504 of the Rehabilitation Act and the Fair Housing Act, pet rules will not be applied to animals that assist persons with disabilities except as provided below:

There is a reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;

There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;

The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or

The presence of the assistance animal would fundamentally alter the nature of the provider's services.

To be excluded from the pet policy, the resident/pet owner must certify that:

There is a person with disabilities in the household; and

The animal has been trained to assist with the specified disability.

A. HA APPROVAL OF PETS

All pets must be approved in advance by the HA.

Pets must meet the HA's pet standards and the tenant and the PHA must enter into a Pet Agreement.

B. PET STANDARDS

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Residents are not permitted to have more than two (2) common household pets.

1. Dogs

Maximum number: 1

Maximum adult weight: 30 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

Any litter resulting from the pet must be removed as soon as the puppies are weaned or are eight weeks of age.

2. Cats

Maximum number: 2

Must be a household cat

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State law or local ordinance

Any litter resulting from the pet must be removed as soon as the kittens are weaned or are eight weeks of age.

3. Birds

Maximum number: 3

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: (10 gallons)

Must be maintained on an approved stand

5. Rodents (rabbit, guinea pig, or hamster ONLY)

Maximum number: 1

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local ordinance

The following are NOT "common household pets":

Domesticated dogs that exceed thirty pounds (Animals certified to assist the disabled are exempt from the weight limitation.)

Vicious or intimidating dogs. Under California law (Food and Agriculture Code Sec. 31603), a "vicious" dog is defined as, but not limited to:

(a) Any dog seized under Section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of Section 597.5 of the Penal Code.

(b) Any dog which, when provoked, in an aggressive manner, inflicts severe injury on or kills a human being.

(c) Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in Section 31602 or is maintained in violation of Section 31641, 34642, or 31643.

(d) Any dog breeds that have been determined to be "potentially dangerous" or "vicious" under California law or local animal control ordinance.

Wild, feral, or any other animals that are not amenable to routine human handling

Any poisonous animals of any kind

Fish in aquariums exceeding ten gallons in capacity

Non-human primates

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children

Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans

Snakes or other kinds of reptiles

Any other animal that, due to its size, nature or disposition, presents a risk to public health or safety or cannot be properly cared for due to its physical needs.

C. REGISTRATION OF PETS

Pets must be registered with the HA ten (10) days before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual recertification.

Each pet owner must provide a color photograph of their pet(s) and display a "Pet Here" sticker, provided by the HA, which will be displayed on the front door of the unit at all times.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal To Register Pets

If the HA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The HA will refuse to register a pet if:

The pet is not a "common household pet" as defined in this policy;

Keeping the pet would violate any House Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The HA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

D. PET AGREEMENT

Residents who have been approved to have a pet must adhere to the following rules:

1. Agree that the resident is responsible and liable for all damages caused by their pet(s).
2. No animals may be tethered or chained inside the dwelling unit.
3. When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.
4. All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of $50. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.
5. Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.
6. Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.
7. All complaints of cruelty and all mammalian bites will be referred to animal control or the applicable policy agency for investigation and enforcement.
8. Deceased pets shall be properly disposed by Los Angeles County Animal Control Services where applicable and shall not be disposed on Housing Authority property.
9. The right of management to enter dwelling unit upon receipt of notice from the HA.
10. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.
11. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the HA accepts no responsibility for pets so removed.

12. Failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.

E. DESIGNATION OF PET/NO-PET AREAS

The following areas are designated no-pet areas: HA playgrounds, management offices, community centers, and recreation center areas.

F. FEES AND DEPOSITS FOR PETS

The resident/pet owner shall be required to pay a refundable deposit of $75.00 per unit for the purpose of defraying all reasonable costs directly attributable to the presence of a pet (or pets). The deposit fee shall not apply to birds and fish.

The HA will refund the Pet Deposit to the resident, less any damage caused by the pet(s) to the dwelling unit, upon removal of the pet or the owner from the unit.

The HA will provide the resident or designee identified above with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the HA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the HA as a result of damages directly attributable to the presence of the pet(s) in the dwelling unit will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the development if applicable.

G. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

Single bedroom dwelling units are limited to no more than two pets of any kind.

H. ADDITIONAL REQUIREMENTS

Pet owners must take precautions to eliminate pet odors.

Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Residents shall not feed stray animals; doing so, or keeping stray or unregistered animals will be considered having a pet without permission.

I. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of $50 per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

J. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet(s).

In the event the resident relocates to non-HA owned property (such as a privately-owned apartment complex or hotel) at the request of the HA to complete emergency repairs to the resident's unit and/or complete modernization and/rehabilitation activities, the resident shall have the responsibility for the board and care of their pet(s) during the duration of the resident's relocation to non-HA-owned property.

K. RESPONSIBLE PARTIES

The resident will provide the following information when registering their pet(s): Name, address and telephone number of the veterinarian who will be providing regular care for the pet(s); name of the adult household member who will be primarily responsible for animal care; name and contact information for a household member who will return home in the event an animal experiences distress or causes a disturbance w hen left alone; contact information for a non household member w ho will respond to emergency situations regarding the pet(s) in question.

L. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements that a resident/pet owner has violated the Pet Rule Policy, the HA will serve a 30-Day Notice to Cure or Quit.

M. NOTICE FOR PET REMOVAL

If the resident/pet owner and the HA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the HA, the HA may serve notice to remove the pet. The Notice shall contain:

A brief statement of the factual basis for the HA's determination of the Pet Rule that has been violated; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

N. TERMINATION OF TENANCY

The HA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

O. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets that are poorly cared for or have been left unattended for over 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if the HA after reasonable efforts cannot contact the responsible party, the HA may contact the appropriate State or local agency and request the removal of the pet.

P. EMERGENCIES

The HA will take all necessary steps to insure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the HA to place the pet in a shelter facility, the cost will be the responsibility of the resident/pet owner.

Chapter 10
PET POLICY—GENERAL OCCUPANCY SITES
[24 CFR 960.701]

INTRODUCTION

The purpose of this policy is to establish the HA's policy and procedures for ownership of common household pets in general occupancy developments and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy

because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

Animals That Assist Persons with Disabilities

In accordance with Section 504 of the Rehabilitation Act and the Fair Housing Act, pet rules will not be applied to animals that assist persons with disabilities except as provided below:

There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;

There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;

The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or

The presence of the assistance animal would fundamentally alter the nature of the provider's services.

To be excluded from the pet policy, the resident/pet owner must certify that:

There is a person with disabilities in the household; and

The animal has been trained to assist with the specified disability.

A. HA APPROVAL OF PETS

All pets must be approved in advance by the HA.

Pets must meet the HA's pet standards and the tenant and the PHA must enter into a Pet Agreement.

B. PET STANDARDS

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Residents are not permitted to have more than one common household pet.

1. Dogs

Maximum number: 1

Maximum adult weight: 30 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

Any litter resulting from the pet must be removed from the unit as soon as the puppies are weaned or are eight weeks of age.

2. Cats

Maximum number: 1

Must be a household cat

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State law or local ordinance

Any litter resulting from the pet must be removed from the unit as soon as the kittens are weaned or are eight weeks of age.

3. Birds

Maximum number: 3

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 10 gallons

Must be maintained on an approved stand

5. Rodents (rabbit, guinea pig, or hamster ONLY)

Maximum number: 1

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local ordinance

The following are NOT "common household pets":

Domesticated dogs that exceed thirty pounds (Animals certified to assist the disabled are exempt from the weight limitation.)

(a) Vicious or intimidating dogs. Under California law (Food and Agriculture Code Sec. 31603), a "vicious" dog is defined as, but not limited to: Any dog seized under Section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of Section 597.5 of the Penal Code.

(b) Any dog which, when provoked, in an aggressive manner, inflicts severe injury on or kills a human being.

(c) Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in Section 31602 or is maintained in violation of Section 31641, 34642, or 31643.

(d) Any dog breeds that have been determined to be "potentially dangerous" or "vicious" under California law or local animal control ordinance.

Wild, feral, or any other animals that are not amenable to routine human handling

Any poisonous animals of any kind

Fish in aquariums exceeding ten gallons in capacity

Non-human primates

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children

Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans

Snakes or other kinds of reptiles

Any other animal that, due to its size, nature, or disposition, presents a risk to public health or safety or cannot be properly cared for due to its physical needs.

C. REGISTRATION OF PETS

Pets must be registered with the HA ten (10) days before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual recertification.

Each pet owner must provide two color photographs of their pet(s) and display a "Pet Here" sticker, provided by the HA, which will be displayed on the front door of the unit at all times.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal To Register Pets

If the HA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The HA will refuse to register a pet if:

The pet is not a "common household pet" as defined in this policy;

Keeping the pet would violate any House Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The HA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

D. PET AGREEMENT

Residents who have been approved to have a pet must adhere to the following rules:

1. Agree that the resident is responsible and liable for all damages caused by their pet(s).

2. No animals may be tethered or chained inside the dwelling unit.

3. When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.

4. All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of $50. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.

5. Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.

6. Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.

7. All complaints of cruelty and all mammalian bites will be referred to animal control of applicable policy agency for investigation and enforcement.

8. Deceased pets shall be properly disposed by Los Angeles County Animal Control Services where applicable and shall not be disposed on Housing Authority property.

9. The right of management to enter dwelling unit upon receipt of notice from the HA.

10. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.

11. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the HA accepts no responsibility for pets so removed.

12. That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.

E. DESIGNATION OF PET/NO-PET AREAS

The following areas are designated no-pet areas: HA playgrounds, management offices, community centers, and recreation center areas.

F. FEES AND DEPOSITS FOR PETS

The resident/pet owner shall be required to pay a refundable deposit of $200.00 per unit for the purpose of defraying all reasonable costs directly attributable to the presence of a pet. The deposit fee shall not apply to birds and fish.

The HA will refund the Pet Deposit to the resident, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The HA will provide the resident or designee identified above with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the HA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the HA as a result of damages directly attributable to the presence of the pet in the dwelling unit will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the development if applicable.

G. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

Single bedroom dwelling units are limited to no more than one pet of any kind.

H. ADDITIONAL REQUIREMENTS

Pet owners must take precautions to eliminate pet odors.

Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Residents shall not feed stray animals; doing so, or keeping stray or unregistered animals will be considered having a pet without permission.

I. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of $50 per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

J. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

In the event the resident relocates to non-HA owned property (such as privately-owned apartment complex or hotel) at the request of the HA to complete emergency repairs to the resident's unit and/or to complete modernization and/or rehabilitation activities, the resident shall have the responsibility for the board and care of their pet during the duration of the resident's relocation to non-HA owned property.

K. RESPONSIBLE PARTIES

The resident will provide the following information when registering their pet: Name, address and telephone number of the veterinarian who will be providing regular care for the pet; name of the adult household member who will be primarily responsible for animal care; name and contact information for a household member who will return home in the event an animal experiences distress or causes a disturbance w hen left alone; contact information for a non household member w ho will respond to emergency situations regarding the pet in question.

L. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements that a resident/pet owner has violated the Pet Rule Policy, the HA will serve a 30-Day Notice to Cure or Quit.

M. NOTICE FOR PET REMOVAL

If the resident/pet owner and the HA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the HA, the HA may serve notice to remove the pet. The Notice shall contain:

A brief statement of the factual basis for the HA's determination of the Pet Rule that has been violated; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

N. TERMINATION OF TENANCY

The HA may initiate procedure for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

O. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if the HA after reasonable efforts cannot contact the responsible party, the HA may contact the appropriate State or local agency and request the removal of the pet.

P. EMERGENCIES

The HA will take all necessary steps to insure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the HA to place the pet in a shelter facility, the cost will be the responsibility of the resident/pet owner.

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h))?
   (If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☐ Yes ☒ No: Were there any findings as the result of that audit?
4. ☐ Yes ☒ No: If there were any findings, do any remain unresolved?
   If yes, how many unresolved findings remain?____
5. ☐ Yes ☒ No: Have responses to any unresolved findings been submitted to HUD?
   If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☐ Yes ☒ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

☒ Not applicable
☐ Private management
☐ Development-based accounting
☐ Comprehensive stock assessment
☐ Other: (list below)

3. ☐ Yes ☒ No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

☒ Attached at Attachment (File name) Attachment E
☐ Provided below:

3. In what manner did the PHA address those comments? (select all that apply)

☒ Considered comments, but determined that no changes to the PHA Plan were necessary.
☐ The PHA changed portions of the PHA Plan in response to comments
List changes below:

☐ Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. ☐ Yes ☐ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

☐ Candidates were nominated by resident and assisted family organizations
☐ Candidates could be nominated by any adult recipient of PHA assistance
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☒ Other: (describe)

Participants of the Section 8 and Public Housing programs may call the tenant commissioner hotline, or visit either Section 8 or Public Housing administrative offices, to request an application. Applications are screened by the Housing Authority, with successful applicants recommended to the Board of Supervisors. The Board of Supervisors may appoint recommended applicants for two-year terms. Terms may be extended for another two years at the discretion of the Executive Director.

b. Eligible candidates: (select one)

☐ Any recipient of PHA assistance
☐ Any head of household receiving PHA assistance
☒ Any adult recipient of PHA assistance
☐ Any adult member of a resident or assisted family organization
☒ Other (list): One tenant commissioner slot must be filled by a participant who is at least 62 years of age.

c. Eligible voters: (select all that apply)

☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here)

Los Angeles County

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.

☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

☐ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

☐ Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Substantial Deviation from the 5-year Plan

It is the intent of HACoLA to adhere to the goals and objectives outlined in the Five-Year Strategic Plan. However, the plan will be modified and re-submitted to HUD if a significant deviation from program goals and objectives occurs. Significant deviation is defined by HACoLA as follows:

- A change in Program Administration
- A significant increase or decrease in program funding
- A significant change in the local economy, i.e., economic recession
- A need to respond to events beyond HACoLA's control such as an earthquake, civil unrest or other unforeseen events.
- A mandate from local government officials, specifically HACoLA's governing body, to change the direction (goals and objectives) of the program.

Significant Amendment or Modification to the Annual Plan

A significant amendment to the PHA Annual Plan is defined as a change in program policy including changes to rent, admissions policies, or organization of the waiting list; additions of non-emergency work items (items not included in the current Capital Fund Annual Statement or Five-Year Action Plan), or a change in the use of replacement reserve funds under the Capital Fund Program; and any change with regard to demolition or disposition, designation, homeownership programs, or conversion activities. An exception to this

definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements, as such changes are not considered significant amendments by HUD.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Attachment A

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

ADMISSIONS POLICY FOR THE DECONCENTRATION OF POVERTY IN PUBLIC HOUSING
[24 CFR Part 903]

Introduction

Section 16(a)(3)(B) of the United States Housing Act of 1937 (42 U.S.C. 1437n) mandates that public housing authorities (PHAs) adopt an admissions policy that promotes the deconcentration of poverty in public housing. The U.S. Department of Housing and Urban Development (HUD) emphasizes that the goal of deconcentration is to foster the development mixed income communities within public housing. In mixed-income settings, lower-income residents are provided with working-family role models and greater access to employment and information networks. This goal is to be accomplished through the policy's income-targeting and deconcentration.

Income-Targeting

Section 513 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) prohibits the concentration of very low-income families in public housing through the enactment of new admissions targets.

Public Housing:

- Not less than 40% of new admissions must have incomes at or below 30% of the area median income.
- The balance of 60% of new admissions may have incomes up to 80% of the area median income.

Section 8:

- Not less than 75% of new admissions must have incomes at or below 30% of the area median income. The remaining balance of 25% may have incomes up to 80% of the area median income.

Based on the housing needs of families on the public housing waiting list, the Housing Authority will exceed the 40% cap for families at or below 30% of the area median income. The Housing Authority will exceed the requirement of admitting 75% of families at or below 30% of the area median income to the Section 8 Housing Choice Voucher Program.

This policy is based on the current income levels of families on the waiting lists for public housing and Section 8. The income limits for public housing will remain unchanged for FY 2006 and will be subject to review after a yearly income analysis of

families residing in general occupancy (family developments). The Housing Authority will continue its marketing efforts to attract more working families to apply to the public housing program, such as advertising the revised income-limits and amending rent structure policies to support and encourage employment among residents.

Income Analysis of Public Housing Covered Developments:

24 CFR instructs PHAs to conduct an analysis of the incomes of families residing in general occupancy (family) housing developments with more than 100 housing units. The Housing Authority of the County of Los Angeles (HACoLA) has three developments that meet the HUD definition:

Housing Developments With 100+ Units	
Housing Development	**Number of Dwelling Units**
Nueva Maravilla	500
Carmelitos	700
Harbor Hills	300

To complete the income analysis, HACoLA applied the following formula:

1. Determined the average income of all families residing in the affected developments:

Average Income $14,256

2. Determined the average income of families in each affected development:

Average Income of Each Housing Development	
Housing Development	**Average Income**
Nueva Maravilla	$16,268
Carmelitos	$13,514
Harbor Hills	$12,985

1. Determined which developments are outside the Established Income Range (EIR) of 85% to 115% of the PHA wide income average for the affected developments:

Established Income Range (EIR)	
Housing Development	**Percent of EIR**
Nueva Maravilla	114%
Carmelitos	95%
Harbor Hills	91%

Per 24 CFR Part 903, published on August 6, 2002, HUD revised the definition of EIR to include within the EIR those developments in which the average income level is at or below 30 percent of the area median income.

For Nueva Maravilla, which falls above the EIR, the average household income of $19,489 is below the extremely low-income threshold of 30% of the Area Median Income for Los Angeles County (which is $19,650). Therefore, the income of Nueva Maravilla cannot be categorized as "higher income" for purposes of income mixing and will be included within the EIR.

The Housing Authority will not undertake any further measures with regard to deconcentration and will adhere to current admissions policies and self-sufficiency efforts.

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

PHA Name: Housing Authority for Los Angeles County		Grant Type and Number: Capital Fund Program Grant No: CA16P002-501-07 Replacement Housing Factor Grant No.			Federal FY of Grant: 2007
(X) Annual Statement		Amendment Number ( )			)
( ) Performance and Evaluation Report		[ ] Final Performance and Evaluation Report			
Line Item	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	**Revised**	**Obligated**	**Expended**
1	Total Non-CFP Funds				
2	1406 Operations	-			
3	1408 Management Improvements - Soft Costs	553,344			
	Management Improvements - Hard Costs				
4	1410 Administration	566,539			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees & Costs	700,000			
8	1440 Site Acquisition				
9	1450 Site Improvements	335,000			
10	1460 Dwelling Structures	1,623,500			
11	1465.1 Dwelling Equipment - Nonexpendable	161,700			
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	1,725,307			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstraction				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1502 Contingency				
20	Amount of Annual Grant (sum of lines 2 thru 19)	**5,665,390**			
21	Amount of ine 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs	**50,000**			
25	Amount of line 20 Related to Energy Conservation Measures				
26	Collateralization Expenses or Debt Service				

Capital Fund Program (CFP) Grant No. CA16P002-501-07 2007
Part II: Supporting Pages

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Obligated	Expended	
ADMINISTRATION				**566,539**				
Agency-Wide	Non-Technical Salaries	1410.1	100%	351,255				
	Employee Benefits	1410.9	100%	215,284				
	Subtotal			**566,539**				
MANAGEMENT IMPROVEMENTS				**553,344**				
Agency Wide	**Soft Costs**							
	Resident Service Programs	1408	100%	353,344				
	Staff & Resident Training Programs	1408	100%	60,000				
	Translation Services	1408	100%	50,000				
	Resident Council Insurance Fees	1408	100%	40,000				
	Install Security Carmeras at Various	1408	10	50,000				
	Housing Sites							
	Subtotal			**553,344**				
FEES & COSTS				**700,000**				
Agency-Wide	A/E	1430.1	100%	200,000				
	Consultant	1430.2	100%	350,000				
	Inspections	1430.7	100%	150,000				
	Subtotal			**700,000**				
CARMELITOS				**1,601,307**				
CA16P002-001	Install new gas lines from buildings to	1475	1	1,405,307				
	main gas lines 3rd phase (Contract Work)							
	Replace dwelling structure stairs (Contract	1460	49	196,000				
	Work)							
	Subtotal			**1,601,307**				
HARBOR HILLS				**1,000,000**				
CA16P002-002	Remodel kitchens (Contract Work)	1460	200	1,000,000				
	Subtotal			**1,000,000**				
ORCHARD ARMS				**555,000**				
CA16P002-030	Replace driveway (Contract Work)	1450	100%	200,000				
	Replace boilers (Contract Work)	1475	4	250,000				
	Replace smoke detectors (Contract work)	1465	183	55,000				
	Replace copper piping (Contract Work)	1475	100%	50,000				
	Subtotal			**555,000**				
FOOTHILL VILLA				**149,000**				
CA16P002-029	Replace carpets in units and VCT in	1460	62	130,000				
	kitchens & bathrooms (Contract Work)							
	Replace smoke detectors (Contract Work)	1465	62	19,000				
	Subtotal			**149,000**				
QUARTZ HILL I & II				**110,000**				
CA16P002-062/	Replace fencing (Contract Work)	1450	100%	75,000				
069	Install water shut-off valves (Contract Work)	1475	100%	20,000				
	Replace smoke detectors (Contract Work)	1465	40	15,000				
	Subtotal			**110,000**				
OCEAN PARK				**195,000**				
CA16P002-018	Remodel kitchens and bathrooms	1460	22	132,000				
	(Contract Work)							
	Replace wall heaters (Contract Work)	1465	22	33,000				
	Repair stucco and repaint building	1460	2	30,000				
	(Contract Work)							
	Subtotal			**195,000**				
MARINA MANOR I & II				**35,000**				
CA16P002-013/	Install awnings on building A	1460	1	35,000				
027	(Contract Work)							
	Subtotal			**35,000**				
WHITTIER MANOR				**20,700**				
CA16P002-033	Remove stairway carpet and replace with	1460	100%	6,000				
	rubberized stair treads (Contract Work)							
	Replace smoke detectors (Contract Work)	1465	49	14,700				
	Subtotal			**20,700**				
HERBERT				**118,500**				
CA16P002-058	Replace carpets in units (Contract Work)	1460	45	94,500				
	Replace utility room doors (Contract Work)	1450	2	10,000				
	Replace smoke detectors (Contract Work)	1465	45	14,000				
	Subtotal			**118,500**				
ARIZONA & OLYMPIC				**61,000**				
CA16P002-048	Replace fencing (Contract Work)	1450	100%	50,000				
	Replace smoke detectors	1465	18	11,000				
	Subtotal			**61,000**				
Annual Statement 2007	**GRAND TOTAL**			**$ 5,665,390**				

Capital Fund Program (CFP) Grant No. CA16P002-501-07 2007
Part III: Implementation Schedule

Development No/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Mgmt. Improvements	9/30/2009			9/30/2011			
1408							
Administrative Costs	9/30/2009			9/30/2011			
1410							
Fees & Costs	9/30/2009			9/30/2011			
1430							
CA16P002001	9/30/2009			9/30/2011			
Carmelitos							
CA16P002-002	9/30/2009			9/30/2011			
Harbor Hills							
CA16P002-030	9/30/2009			9/30/2011			
Orchard Arms							
CA16P002-029	9/30/2009			9/30/2011			
Foothill Villa							
CA16P002-062/069	9/30/2009			9/30/2011			
Quartz Hill I & II							
CA16P002-018	9/30/2009			9/30/2011			
Ocean Park							
CA16P002-013/027	9/30/2009			9/30/2011			
Marina Manor I & II							
CA16P002-033	9/30/2009			9/30/2011			
Whittier Manor							
CA16P002-058	9/30/2009			9/30/2011			
Herbert							
CA16P002-048	9/30/2009			9/30/2011			
Arizona & Olympic							

Capital Fund Program – Five Year Action Plan 2007
Part I: Summary

Development No./Name PHA-Wide CA16-P002-501		Year 1 FY: 2007 Annual Statemen	Work Statement Year 2 FY: 2008	Work Statement Year 3 FY: 2009	Work Statement Year 4 FY: 2010	Work Statement Year 5 FY: 2011
Management Improvements			1,000,000	1,000,000	1,000,000	1,000,000
Administrative Costs			350,000	350,000	350,000	350,000
Fees & Costs			500,000	500,000	500,000	500,000
Carmelitos	001		6,559,000	4,934,000	4,502,888	5,556,500
Harbor Hills	002		1,605,740	552,910	2,492,690	250,000
Nueva Maravilla	004		762,000	1,626,200	1,975,000	2,050,000
Marina Manor I	013		333,000	101,000	524,800	156,000
Westknoll	014a		150,000	354,000	300,600	575,000
Palm	014b		67,000	168,000	570,050	475,000
Francisquito	015		329,500	460,800	286,000	235,000
Ocean Park	018		74,500	171,000	63,900	17,000
1104 W. 106th St.	020a		128,250	69,500	37,500	100,000
Normandie	020b		94,800	223,400	102,900	80,000
Century & Wilton	020c		498,000	382,000	45,000	65,000
Williamson	020d		12,000	-	-	5,000
1101-09 W. 91st St.	021a		18,500	106,500	42,900	15,000
1234 E. 119th St.	021b		31,000	10,000	13,000	5,000
1221-33 E. 61st St.	021c		6,500	30,000	11,500	10,000
1100 W. 106th St.	021d		141,600	48,000	24,000	5,000
1320 W. 107th St.	021e		19,000	80,000	50,000	10,000
McBride	021f		73,000	60,000	-	2,000
Simmons	021g		5,500	20,000	42,000	2,000
El Segundo I	023		262,800	545,000	170,000	24,000
Carmelitos (Seniors)	026		157,500	527,900	340,750	10,000
Marina Manor II	027		424,000	93,500	670,000	10,000
Foothill Villa	029		486,000	400,000	237,000	140,000
Orchard Arms	030		1,191,500	690,000	348,000	15,000
Southbay Gardens	032		302,800	617,000	79,000	315,000
Whittier Manor	033		126,500	90,000	12,000	115,000
4th & Mednick	034		13,000	-	-	117,000
Arizona & Olympic	048		50,000	10,000	162,000	5,000
El Segundo II (2141)	052		44,600	425,000	195,000	5,000
88th & Beach	056		46,200	45,600	5,000	2,000
Herbert	058		138,000	255,000	25,000	125,000
1034-37 W. 94th St.	060a		12,000	16,000	53,000	4,000
1324 W. 95th St.	060b		13,200	3,700	8,000	12,000
El Segundo II (2140)	061		39,000	17,000	39,800	36,000
Quartz Hill I	062		165,000	65,000	220,000	15,000
Woodcrest I	066		134,600	62,000	12,500	120,000
1615-17 E. 87th St.	067		25,000	-	51,500	2,000

Capital Fund Program – Five Year Action Plan 2007
Part I: Summary Continued

Development No./Name PHA-Wide CA16-P002-501		Year 1 FY: 2007 Annual Statemen	Work Statement Year 2 FY: 2008	Work Statement Year 3 FY: 2009	Work Statement Year 4 FY: 2010	Work Statement Year 5 FY: 2011
Quartz Hill II	069		110,000	110,000	70,000	5,000
Addington & Waldorf	071		22,500	5,000	42,000	2,000
1027-33 W. 90th St.	078		28,000	98,000	16,000	2,000
1334 W. 106th St	079a		24,900	9,500	15,000	2,000
9410 Budlong	079b		36,600	15,000	30,000	4,000
11126 Budlong	079c		25,100	27,500	13,500	500
92nd & Bandera	080b		67,000	65,000	18,000	17,000
1535 East 83rd St.	080a		8,400	6,500	3,500	7,000
Woodcrest II	090		39,000	98,000	12,500	25,000
1115/1116 W 90th St.	091a		9,000	216,000	15,500	2,000
Carmelita	091b		17,500	13,500	-	10,000
Triggs	091c		62,000	35,400	1,700	2,000
Monica Manor	097		68,000	5,500	222,500	23,000
Jarvis	107a		5,500	2,200	8,000	1,000
1527 E. 84th St.	107b		2,000	-	14,500	2,000
1336-40 W. 105th St.	124a		117,000	150,000	37,000	7,000
1057 W. 106th St.	124b		52,000	-	47,500	29,000
1120 W 107th St	127a		36,500	7,500	6,500	2,000
1310 W 110th St	127b		31,500	7,500	8,500	2,000
11104 Normandie	127c		31,000	10,000	23,500	2,000
1221 W Imperial	132a		31,500	20,000	7,599	4,000
1309 W Imperial	132b		24,500	7,000	7,500	4,000
11248 S. Budlong Ave	138		95,000	45,500	86,500	4,000
Sundance Vista	156		84,500	70,000	35,000	55,000
Linsley/Firmona	157		2,000	-	10,800	5,000
TOTAL PROJECT ESTIMATE			17,421,590	16,134,610	16,316,377	12,754,000
TOTAL CFP FUNDING			5,665,390	5,665,390	5,665,390	5,665,390
Carry over to future years			11,756,200	10,469,220	10,650,987	7,088,610

Capital Fund Program – Five Year Action Plan 2007
Part II: Supporting Pages
Activities for Years 2 and 3 (for year 1, see preceding pages)

Activities for Year: 2 FFY Grant: 501 PHA FY: 2008			Activities for Year: 3 FFY Grant: 501 PHA FY: 2009		
Development Name/No.	Major Work	Estimated Cost	**Development Name/No.**	Major Work	Estimated Cost
CA16P002001	Replace rusted electrical room doors	240,000	**CA16P002001**	Replace lowboy light poles along walkways	130,000
Carmelitos	Abate & replace floor tile (176 units) Phase 1	850,000	**Carmelitos**	Replace pole lights in parking lots	86,000
	Relocate residents for abatement process	200,000		Replace water heaters	279,000
	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	290,000		Replace screens and repaint screen bar doors	144,000
	Repair parking lots	500,000		Replace rotten door jams to storage sheds	545,000
	Repair interior stairwells	1,000,000		Repair Sidewalks	1,000,000
	Replace kitchen cabinets and counter tops (132 units) Phase 1	1,700,000		Abate & replace floor tile (176 units) Phase 2	850,000
	Replace smoke detectors	279,000		Replace kitchen cabinets and counter tops (132 units) Phase 2	1,700,000
	Install new gas lines from building to main gas lines 4th Phase	1,500,000		Relocate residents for abatement process	200,000
	Total	**6,559,000**		**Total**	**4,934,000**
CA16P002002	Spray water seal on 52 buildings	150,000	**CA16P002002**	Demo trash enclosures	33,345
Harbor Hills	Remodel kitchens Phase 2	1,000,000	**Harbor Hills**	Replace dryer vent pipe and cover	19,565
	Repave and restripe parking lots	58,000		Remodel kitchens	500,000
	Replace interior lights	397,740		**Total**	**552,910**
	Total	**1,605,740**			
CA16P002004	Install galvanized iron fencing in family area	350,000	**CA16P002004**	Upgrade senior laundry rooms, incl tile/sinks	20,000
Nueva Maravilla	Replace floors in common areas	40,000	**Nueva Maravilla**	Repair irrigation system	1,000,000
	Remove fence around tot-lot/Clear land	20,000		Replace sliding glass doors in family units	106,200
	Replace fire alarm system at Rosas	100,000		Replace all windows in family units	500,000
	Replace smoke detectors	252,000		**Total**	**1,626,200**
	Total	**762,000**			
CA16P002014a	Lighting retrofit all areas	100,000	**CA16P002014a**	Install emergency generator	50,000
Westknoll	Replace building entry/exit door per HUD 504 survey	50,000	**Westknoll**	Replace bathroom showers,tubs,sinks,fans	270,000
	Total	**150,000**		Replace closet doors & tracks	34,000
				Total	**354,000**
CA16P002014b	Install new sprinkler system	5,000	**CA16P002014b**		
Palm	Install new access panel behind refrigerator	8,000	**Palm**	Install new carpet in units & common area	60,000
	Replace garage gate/doors	500		Install vertical blinds	20,000
	Upgrade trash chutes & doors	3,500		Install security screens/sliding glass doors on 1st floor	38,000
	Repair exterior/paint building	50,000		Seal wall in parking garage	20,000
	Total	**67,000**		Design drain system on north side of building	10,000
				Lighting retrofit all areas	20,000
				Total	**168,000**
CA16P002013	Install perimeter fencing in parking lots	20,000	**CA16P002013**	Replace intercom system	6,000
Marina Manor I	Jet all lines	40,000	**Marina Manor I**	Change remote control to access parking	10,000
	Improve hallway lighting	28,000		Survey sewer lines	20,000
	Upgrade emergency lighting	25,000		Replace thermostat in all units	10,000
	Lighting retrofit all areas	20,000		Install fire pump panel control	5,000
	Replace elevator per HUD 504 ADA guidelines	200,000		Replace exhaust systems in 15 units	25,000
	Total	**333,000**		Replace window coverings	25,000
				Total	**101,000**
CA16P002015	Install walkway & emergency exit gate	10,000	**CA16P002015**	Upgrade kitchen lighting	10,800
Francisquito Villa	Replace all windows, common area included	50,000	**Francisquito Villa**	Replace roof	50,000
	Replace trash chute doors and closer	25,000		Remodel kitchen	250,000
	Upgrade Elevator	200,000		Replace carpets in all units	50,000
	Replace smoke detectors	44,500		Replace floor tile in common areas	100,000
	Total	**329,500**		**Total**	**460,800**

Capital Fund Program – Five Year Action Plan 2007
Part II: Supporting Pages
Continued - Activities for Years 2 and 3

Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002018	Replace refrigerators in senior units	3,500	CA16P002018	Replace mail boxes	1,000
Ocean Park	Remodel kitchens	50,000	Ocean Park	Resurface driveway, parking lot, and restripe	8,000
	Replace fire extinguishers & boxes	9,000		Replace railing & gates, and rubberize staircase	15,000
	Modify building reception/antenna system	2,000		Replace exterior doors & thresholds	22,000
	Lighting retrofit all areas	10,000		Replace window coverings	25,000
	Total	**74,500**		Replace wood trimming throughout development	50,000
				Replace sewer lines	50,000
				Total	**171,000**
CA16P002020a	Replace smoke detectors	5,000	CA16P002020a	Install BBQ area benches & concrete slab	5,000
1104 W. 106th St.	Regrade and landscape	2,500	1104 W. 106th St.	Replace trash enclosures w/ ornamental fence	3,000
	Replace aluminum windows	99,250		Lighting retrofit all areas	4,000
	Upgrade exposed plumbing	6,500		Install vehicle gate operators	3,500
	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	15,000		Dex-o-tex balconies and walkways	54,000
	Total	**128,250**		Replace sub floor	-
				Total	**69,500**
CA16P002020b	Replace smoke detectors	14,000	CA16P002020b		
Normandie	Replace fascia board & paint exterior	30,800	Normandie	Remodel kitchens, replace cabinets, counter tops,	140,000
	Replace water heaters	30,000		Replace ranges and range hoods	21,000
	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	20,000		Replace wall heaters	25,200
	Total	**94,800**		Upgrade vehicle gates and operators	12,000
				Upgrade wrought iron window bars	25,200
				Total	**223,400**
CA16P002020c	Replace smoke detectors	20,000	CA16P002020c	Upgrade/install landscaping	300,000
Century/Wilton	Replace refrigerators (seniors)	20,000	Century/Wilton	Retexture interior hallway walls	70,000
	Replace kitchen countertops w/SSV	30,000		Replace interior hallway lights	12,000
	Replace bathroom/kitchen tiles	85,000		**Total**	**382,000**
	Replace ranges/hoods	40,000			
	Install 1.6 gallon low-flush toilets	35,000			
	Replace carpet in senior units	15,000			
	Replace roof	100,000			
	Replace fascia boards, repaint exterior of bldgs	120,000			
	Install rain gutters	33,000			
	Total	**498,000**			
CA16P002020d	Replace smoke detectors	2,000	CA16P002020d	N/A	
Williamson	Replace kitchen countertops, cabinets, floor tiles	10,000	Williamson		
	Total	**12,000**			
CA16P002021a	Replace smoke detectors	8,000	CA16P002021a	Replace VCT Flooring	64,500
1101 W 91st Street	Replace wall and water heaters	10,500	1101 W 91st Street	Remodel kitchens & bathrooms	42,000
	Total	**18,500**		**Total**	**106,500**
CA16P002021b	Replace smoke detectors	1,000	CA16P002021b	Replace wall and water heaters	5,000
E. 119th Street	Landscape site	20,000	E. 119th Street	Replace water lines	5,000
	Replace wrought iron fence	10,000		**Total**	**10,000**
	Total	**31,000**			
CA16P002021c	Replace smoke detectors	3,000	CA16P002021c	Remodel kitchens	30,000
E 61st Street	Landscape backyards and regrade	2,500	E 61st Street	**Total**	**30,000**
	Replace electrical boxes	1,000			
	Total	**6,500**			

Capital Fund Program – Five Year Action Plan 2007
Part II: Supporting Pages
Continued - Activities for Years 2 and 3

Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002021d	Replace smoke detectors	5,000	**CA16P002021d**	Upgrade stair and landing rail	10,000
1100 W 106th St.	Regrade & landscape site	2,500	**1100 W 106th St.**	Re-pipe all units with copper pipe	25,000
	Replace built-up roof	18,000		Upgrade wrought iron bars	9,000
	Replace aluminum windows	23,300		Repipe gas, water, sewer lines	4,000
	Replace interior doors	12,000		**Total**	**48,000**
	Remodel kitchens & bathrooms	75,300			
	Replace water heaters	5,500			
	Total	**141,600**			
CA16P002021e	Replace smoke detectors	9,000	**CA16P002021e**	Replace interior bedroom, bathroom, and closet do	30,000
W. 107th Street	Upgrade wrought iron doors and window bars	5,000	**W. 107th Street**	Replace roof	50,000
	Upgrade playground equipment	5,000		**Total**	**80,000**
	Total	**19,000**			
CA16P002021f	Replace smoke detectors	2,000	**CA16P002021f**	Remodel kitchens (countertops, cabinets, sinks)	10,000
McBride	Replace storage room doors & patch and paint cor	5,000	**McBride**	Abate asbestos, replace floor tile	50,000
	Remodel bathrooms	20,000		**Total**	**60,000**
	Replace ranges/hoods	6,000			
		40,000			
	Total	**73,000**			
CA16P002021g	Replace smoke detectors	2,000	**CA16P002021g**	Replace stair and landing	20,000
Simmons	Replace entry doors	1,500	**Simmons**	**Total**	**20,000**
	Replace garage doors	2,000			
	Total	**5,500**			
CA16P002023	Replace smoke detectors	15,000	**CA16P002023**	Repair/repaint exterior of building	50,000
El Segundo I	Replace finish hardware	6,800	**El Segundo I**	Improve site lighting	10,000
	Replace windows with aluminum windows	200,000		Upgrade parking/carports	55,000
	Replace roofs	35,000		Remodel kitchens/bathrooms	255,000
	Replace patio doors	6,000		Upgrade laundry room	21,000
	Total	**262,800**		Upgrade/install landscaping	20,000
				Replace concrete stair treads	20,000
				Replace exterior doors	25,000
				Replace interior doors	21,000
				Repair driveways	68,000
				Total	**545,000**
CA16P002026	Replace smoke detectors	77,500	**CA16P002026**	Replace trash room and meter doors	14,400
Carmelitos Srs	Replace kitchen cabinets and counter tops in ADA	80,000	**Carmelitos Srs**	Replace carpet in all units and common area	227,500
	Total	**157,500**		Replace refrigerators and ranges	93,000
				Replace patio doors (140)	98,000
				Replace light fixtures in units, and on porch	95,000
				Total	**527,900**
CA16P002027	Replace mailboxes	5,000	**CA16P002027**	Install backup generator system	20,000
Marina Manor II	Replace vanities, toilets, medicine cabinets, fans	88,000	**Marina Manor II**	Upgrade emergency lighting	25,000
	Replace exterior doors, locks, thresholds	148,000		Replace dining room light fixtures	27,500
	Replace wrought iron fencing & gate	15,000		Install security cameras	3,000
	Replace ceiling tiles	3,000		Replace cabinets, sinks, counters in laundry room	2,000
	Upgrade fire alarm system	100,000		Upgrade intercom system	6,000
	Replace entrance and hallway carpet with VCT tile	50,000		Change remove control to access parking	10,000
	Lighting retrofit all areas	10,000		**Total**	**93,500**
	Survey sewer lines	10,000			
	Total	**429,000**			

Capital Fund Program – Five Year Action Plan 2007
Part II: Supporting Pages
Continued - Activities for Years 2 and 3

Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002029	Replace smoke detectors	31,000	**CA16P002029**	Replace A/C in common area	40,000
Foothill Villa	Replace unit A/Cs and heaters	75,000	**Foothill Villa**	Install common area carpet	200,000
	Cast iron tubs and ceramic tile	180,000		Install new roof and gutters	160,000
	Replace boiler and seal floor	200,000		**Total**	**400,000**
	Total	**486,000**			
CA16P002030	Replace smoke detectors	91,500	**CA16P002030**	Replace landscaping	30,000
Orchard Arms	Replace hot water return line	80,000	**Orchard Arms**	Repipe buildings (4)	422,000
	Cast iron tub and ceramic tile	500,000		Replace kitchen cabinets and counter tops	138,000
	Replace unit A/C's	140,000		Replace bathroom vanities	100,000
	Replace heaters	140,000		**Total**	**690,000**
	Repair/repaint exterior of buildings	120,000			
	Install fencing in parking areas	120,000			
	Total	**1,191,500**			
CA16P002032	Replace smoke detectors	50,000	**CA16P002032**	Replace rain gutters	15,000
Southbay Gardens	Replace finish hardware	6,800	**Southbay Gardens**	Install barbeque pits and benches at patio area	12,000
	Replace aluminum windows	200,000		Remodel kitchens (cabinets, counters, flooring)	405,000
	Repair driveways & walkways	40,000		Replace all angle stops	15,000
	Replace trash chute	6,000		Remove carpet, install VCT in hallways	70,000
	Total	**302,800**		Replace intercom system	10,000
				Replace patio partitions w/retain.walls/wrought iron	90,000
				Total	**617,000**
CA16P002033	Replace smoke detectors	24,500	**CA16P002033**	Replace all windows in units and common area	80,000
Whittier Manor	Replace unit and common area A/C's	100,000	**Whittier Manor**	Replace exterior lighting	10,000
	Upgrade intercom system	2,000		**Total**	**90,000**
	Total	**126,500**			
CA16P002034	Replace smoke detectors	1,000	**CA16P002034**	N/A	
4th & Mednick	Replace storage and exterior doors	2,000	**4th & Mednick**		
	Replace sliding glass doors	2,000			
	Remove tree from front of building and replace sid	8,000			
	Total	**13,000**			
CA16P002048	Replace smoke detectors	9,000	**CA16P002048**	Install security cameras	5,000
Arizona/Olympic	Install wrought iron fencing	20,000	**Arizona/Olympic**	Replace Irrigation System	5,000
	Replace exterior doors	20,000		**Total**	**10,000**
	Replace forced air furnaces	1,000			
	Total	**50,000**			
CA16P002052	Replace smoke detectors	6,500	**CA16P002052**	Replace landscaping at site	45,000
El Segundo II	Replace roofs	16,000	**El Segundo II**	Replace forced air furnaces	20,000
	Replace wall heaters	12,600		Upgrade site lighting	5,000
	Replace stair treads	9,500		Remodel kitchens/bathrooms	210,000
	Total	**44,600**		Replace interior/exterior doors	65,000
				Install new playground equipment	20,000
				Replace floor tile	60,000
				Total	**425,000**
CA16P002056	Replace smoke detectors	2,000	**CA16P002056**	Remodel kitchens, including counter tops and floo	20,000
88th & Beach	Replace VCT tile	20,000	**88th & Beach**	Upgrade iron window bars	20,000
	Replace roof	9,800		Replace heaters	5,600
	Replace closet doors	14,400		**Total**	**45,600**
	Total	**46,200**			

Capital Fund Program – Five Year Action Plan 2007
Part II: Supporting Pages
Continued - Activities for Years 2 and 3

Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002058	Replace smoke detectors	23,000	CA16P002058	Upgrade laundry room	5,000
Herbert	Repave front walkway & parking lot	15,000	Herbert	Upgrade alarm system	250,000
	Replace kitchen cabinets & countertops	96,000		**Total**	**255,000**
	Replace A/Cs in common areas	4,000			
	Total	**138,000**			
CA16P002060a	Replace smoke detectors	2,000	CA16P002060a	Upgrade wrought iron window bars	4,500
W 94th Street	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	10,000	W 94th Street	Replace vehicle gate and operator	6,500
	Total	**12,000**		Replace exterior doors	5,000
				Total	**16,000**
CA16P002060b	Replace smoke detectors	2,000	CA16P002060b	Install BBQ pits, benches, concrete slab	1,000
W 95th Street	Replace wall heaters	5,600	W 95th Street	Replace ranges/range hoods	2,700
	Replace exterior doors	5,600		**Total**	**3,700**
	Total	**13,200**			
CA16P002061	Replace smoke detectors	2,500	CA16P002061	Replace stair treads	5,000
El Segundo II	Replace aluminum windows	32,000	El Segundo II	Replace mailboxes	2,000
	Landscape and regrade site	4,500		Remodel bathrooms	10,000
	Total	**39,000**		**Total**	**17,000**
CA15P002062	Replace smoke detectors	10,000	CA15P002062	Slurry coat driveway	50,000
Quartz Hill I	Replace interior doors	75,000	Quartz Hill I	Upgrade landscaping	15,000
	Install new kitchen counter tops	80,000		**Total**	**65,000**
	Total	**165,000**			
CA16P002066	Replace smoke detectors	5,000	CA16P002066	Replace wall heaters	30,000
Woodcrest I	Replace aluminum windows	34,600	Woodcrest I	Replace interior/exterior doors	15,000
	Upgrade landscape & install "tot lot"	75,000		Replace interior stair handrails	7,000
	Replace closet doors	20,000		Replace ranges and range hoods	10,000
	Total	**134,600**		**Total**	**62,000**
CA16P002067	Replace smoke detectors	2,000	CA16P002067	N/A	
1615-17 E. 87th St.	Replace heaters and water heaters	15,000	1615-17 E. 87th St.		
	Replace roof	8,000			
	Total	**25,000**			
CA16P002069	Replace smoke detectors	10,000	CA16P002069	Slurry coat driveway	20,000
Quartz Hill II	Replace furnace ducts	60,000	Quartz Hill II	Replace dual pane windows	80,000
	Extend maintenance supply room	40,000		Replace water heaters	10,000
	Total	**110,000**		**Total**	**110,000**
CA16P002071	Replace smoke detectors	1,500	CA16P002071	Replace forced draft heaters	5,000
Addington/Wald	Replace interior/exterior doors	12,000	Addington/Wald	**Total**	**5,000**
	Repair exterior and repaint building	9,000			
	Total	**22,500**			
CA16P002078	Replace smoke detectors	3,000	CA16P002078	Repave/restripe parking lots	3,000
W. 90th Street	Replace heaters	18,000	W. 90th Street	Regrade/landscape site	2,500
	Upgrade wrought iron window bars	3,000		Replace composition shingle roof	20,300
	Replace bathroom sinks and lavatories	4,000		Replace aluminum windows	23,400
	Total	**28,000**		Replace vinyl tile	33,800
				Replace interior doors	15,000
				Total	**98,000**

Capital Fund Program – Five Year Action Plan 2007
Part II: Supporting Pages
Continued - Activities for Years 2 and 3

Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002079a	Replace smoke detectors	2,000	CA16P002079a	Remodel kitchen/bathrooms	7,500
1334 W. 106th St.	Upgrade vehicle gate and operator	6,500	1334 W. 106th St.	Add floor drains to laundry areas	2,000
	Replace all interior doors	14,400		**Total**	**9,500**
	Replace exterior doors	2,000			
	Total	**24,900**			
CA16P002079b	Replace smoke detectors	2,000	CA16P002079b	Upgrade wrought iron window bars	6,000
9410 Budlong	Replace aluminum windows	34,600	9410 Budlong	Replace wrought iron fencing and intercom	9,000
	Total	**36,600**		**Total**	**15,000**
CA16P002079c	Replace smoke detectors	1,500	CA16P002079c	Replace wrought iron fencing and intercom	10,000
11126 Budlong	Replace aluminum windows	21,600	11126 Budlong	Replace interior/exterior doors	14,500
	Retile floors	2,000		Replace ranges and range hoods	3,000
	Total	**25,100**		**Total**	**27,500**
CA16P002080a	Replace smoke detectors	1,000	CA16P002080a	Replace water heaters	1,500
1535 E. 83rd St.	Replace exterior doors	1,400	1535 E. 83rd St.	Replace VCT tile	1,000
	Repair/Replace exterior of building	6,000		Replace garage doors	4,000
	Total	**8,400**		**Total**	**6,500**
CA16P002080b	Replace smoke detectors	4,000	CA16P002080b	Replace VCT tile flooring, including sub floor	48,000
92nd & Bandera	Upgrade landscaping	10,000	92nd & Bandera	Repair exterior and repaint building	17,000
	Replace ranges & hoods	10,000		**Total**	**65,000**
	Replace kitchen/bathroom floor tiles	10,000			
	Replace kitchen/bathroom counter tops	33,000			
	Total	**67,000**			
CA16P002090	Replace smoke detectors	5,000	CA16P002090	Install low-flush toilets	2,500
Woodcrest II	Replace wrought iron back doors	3,500	Woodcrest II	Replace outside unit gas lines	10,000
	Replace interior/exterior doors	15,000		Replace composition shingle roof	30,500
	Replace handrails	5,500		Replace vinyl tile and base	55,000
	Replace ranges & hoods	10,000		**Total**	**98,000**
	Total	**39,000**			
CA16P002091a	Replace smoke detectors	9,000	CA16P002091a	Remodel bathrooms	126,000
1115/1116 W 90th	**Total**	**9,000**	1115/1116 W 90th	Remodel kitchens	90,000
				Total	**216,000**
CA16P002091b	Replace smoke detectors	1,000	CA16P002091b	Remodel bathrooms	6,000
Carmelita	Replace kitchen cabinets & countertops and floor t	15,000	Carmelita	Replace entry doors	600
	Replace ranges/range hoods	1,500		Replace water heaters	1,400
	Total	**17,500**		Regrade site	4,500
				Install rain gutters	1,000
				Total	**13,500**
CA16P002091c	Replace smoke detectors	2,000	CA16P002091c	Install block wall	15,000
Triggs	Abate for asbestos and replace floor tile	50,000	Triggs	Replace fence	12,600
	Replace irrigation system	10,000		Replace windows and entry doors	7,800
	Total	**62,000**		**Total**	**35,400**
CA16P002097	Modify trash areas	3,000	CA16P002097	Replace garage door	2,500
Monica Manor	Replace kitchen cabinets	20,000	Monica Manor	Repair wrought iron fencing	3,000
	Replace all windows	30,000		**Total**	**5,500**
	Lighting retrofit all areas	15,000			
	Total	**68,000**			
CA16P002107a	Replace smoke detectors	500	CA16P002107a	Replace garage door	1,200
Jarvis	Upgrade wrought iron window bars	5,000	Jarvis	Replace ranges and range hoods	1,000
	Total	**5,500**		**Total**	**2,200**

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Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002107b	Replace smoke detectors	2,000	CA16P002107b	N/A	
1527 E. 84th St.	**Total**	**2,000**	1527 E. 84th St.		
CA16P002124a	Replace smoke detectors	4,500	CA16P002124a	Install cleanouts at each unit	10,000
1336-40 W. 105th St.	Replace sub floors/VCT/stair treads	112,500	1336-40 W. 105th St	Replace interior doors	30,000
	Total	**117,000**		Reinforce interior stairwell handrails	4,500
				Remodel kitchens/bathrooms	100,000
				Upgrade front entry gate & install intercom	5,500
				Total	**150,000**
CA16P002124b	Replace smoke detectors	2,000	CA16P002124b	N/A	
1057 W. 106th St.	Replace sub floors/VCT/stair treads	50,000	1057 W. 106th St.		
	Total	**52,000**			
CA16P002127a	Replace smoke detectors	1,500	CA16P002127a	Replace wrought iron door gate	1,500
1120 W 107th St	Replace roof	25,000	1120 W 107th St	Replace exterior doors	3,000
	Replace floor tile in kitchens/bathrooms and	10,000		Replace ranges and range hoods	3,000
	Total	**36,500**		**Total**	**7,500**
CA16P002127b	Replace smoke detectors	1,500	CA16P002127b	Replace wrought iron door gate	1,500
1310 W 110th St	Replace Roof	25,000	1310 W 110th St	Replace exterior doors	3,000
	Replace floor tiles in kitchens/bathrooms	5,000		Replace ranges and range hoods	3,000
	Total	**31,500**		**Total**	**7,500**
CA16P002127c	Replace smoke detectors	2,000	CA16P002127c	Replace wrought iron door gate	1,500
11104 S. Normandie	Replace Roof	25,000	11104 S. Normandie	Replace water heaters	4,500
	Replace floor tiles in kitchens/bathrooms	4,000		Replace ranges and range hoods	4,000
	Total	**31,000**		**Total**	**10,000**
CA16P002132a	Replace smoke detectors	2,500	CA16P002132a	Replace heaters	15,000
1221 W Imperial	Replace roof	15,000	1221 W Imperial	Replace ranges and range hoods	5,000
	Repair/repaint exterior of buildings	8,000		**Total**	**20,000**
	Replace interior/exterior doors	6,000			
	Total	**31,500**			
CA16P002132b	Replace smoke detectors	2,000	CA16P002132b	Replace vehicle gate operator	3,000
1309 W Imperial	Replace roofs	15,000	1309 W Imperial	Replace ranges and range hoods	4,000
	Replace interior/exterior doors	7,500		**Total**	**7,000**
	Total	**24,500**			
CA16P002138	Replace smoke detectors	3,000	CA16P002138	Replace ranges and range hoods	6,000
11248 S. Budlong	Install new roof	90,000	11248 S. Budlong	Upgrade interior lighting	4,000
	Regrade/replace landscaping	2,000		Replace water heater and doors	3,500
	Total	**95,000**		Upgrade intercom system	2,500
				Repair kitchen cabinets	27,000
				Paint pedestrian gates	2,500
				Total	**45,500**
CA16P002156	Replace smoke detectors	20,500	CA16P002156	Install tot lot	25,000
Sundance	Resurface stairs and landing	14,000	Sundance	Replace kitchen cabinets	400,000
	Repair stucco and repaint exterior of buildings	50,000		Redesign balconies of second story units	25,000
	Total	**84,500**		**Total**	**450,000**
CA16P002157	Replace smoke detectors	2,000	CA16P002157	N/A	
Linsley/Firmona	**Total**	**2,000**	Linsley/Firmona		

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Continued - Activities for Years 4 and 5

Activities for Year: 4 FFY Grant: 501 PHA FY: 2010			Activities for Year: 5 FFY Grant: 501 PHA FY: 2011		
Development Name/No.	Major Work	Estimated Cost	**Development Name/No.**	Major Work	Estimated Cost
CA16P002001	Replace chain link fence w/wrought iron	857,088	**CA16P002001**	Install Tot-lot & playground equipment	50,000
Carmelitos	Repair parking lots	500,000	**Carmelitos**	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	25,000
	Install bathroom vent fans	112,000		Replace bathroom doors and door jams	2,124,500
	Replace kitchen & dining room lights, install GFI	185,000		Replace kitchen cabinets and counter tops (132 units) Phase 4	1,700,000
	Replace all egress doors @ Comm. Center	16,800		Replace room dividers in Community Center	25,000
	Replace floor tiles throughout Comm. Center	82,000		Replace concrete patios	607,000
	Replace kitchen cabinets and counter tops (132 units) Phase 3	1,700,000		Remodel bathrooms at Community Center & Admin bldg (8 bathrooms)	25,000
	Abate & replace floor tile (176 units) Phase 3	850,000		Repair exterior concrete stairs	1,000,000
	Relocate residents for abatement process	200,000		**Total**	**5,556,500**
	Total	**4,502,888**			
CA16P002002	Replace floor tile (301 units)	1,421,125	**CA16P002002**	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	50,000
Harbor Hills	Install stair cove base (301 units)	42,000	**Harbor Hills**	Replace concrete walkways	200,000
	Install ornamental iron fencing throughout site	829,565		**Total**	**250,000**
	Install exhaust fans in bedrooms	200,000			
	Total	**2,492,690**			
CA16P002004	Replace exterior doors with metal doors	175,000	**CA16P002004**	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	50,000
Nueva Maravilla	Upgrade elevators in senior building	400,000	**Nueva Maravilla**	Abate asbestos & replace floor tiles	1,000,000
	Replace all windows in units	1,000,000		Replace wrought iron fencing	1,000,000
	Repave parking lots	400,000		**Total**	**2,050,000**
	Total	**1,975,000**			
CA16P002014a	Replace air conditioners & heaters	61,200	**CA16P002014a**	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	25,000
Westknoll	Replace patio doors & tracks	54,800	**Westknoll**	Replace units and common area carpet	200,000
	Replace exterior thresholds & doors	109,600		Replace window coverings	50,000
	Remove hot water tank from parking garage	75,000		Replace air conditioners and heaters	300,000
	Total	**300,600**		**Total**	**575,000**
CA16P002014b	Replace balcony doors & screens	50,800	**CA16P002014b**	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	25,000
Palm	Replace thresholds & exterior doors	101,600	**Palm**	Replace roof	200,000
	Repave parking lot & restripe	6,000		Replace building entry/exit door per HUD 504	20,000
	Replace shelves in living room	32,000		Replace existing elevators	200,000
	Repave parking lot & restripe	6,000		Replace window coverings	10,000
	Upgrade lighting in garage area	12,000		Remove hot water tank from parking garage	20,000
	Replace bathroom showers, tubs, sinks & fans	254,000		**Total**	**475,000**
	Replace closet doors & tracks	31,750			
	Replace air conditioners	57,150			
	Upgrade existing lighting	8,750			
	Landscape site	10,000			
	Total	**570,050**			
CA16P002013	Replace kitchen/bathroom sinks, cabinets, countertops	370,000	**CA16P002013**	Replace hallway carpet & entrance floor covering with VCT tile	50,000
Marina Manor I	Replace closet doors & tracks	47,000	**Marina Manor I**	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	30,000
	Install gas lines and replace electric ranges with	50,000		Replace wrought iron gates & fencing	15,000
	Replace cabinets, sinks, counters in laundry room	2,000		Replace ceiling tiles	3,000
	Install shut off valves on 1st floor	45,800		Replace trash chutes & doors	8,000
	Replace dining room light fixtures	10,000		Install fluorescent lights in kitchens	50,000
	Total	**524,800**		**Total**	**156,000**

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Continued - Activities for Years 4 and 5

Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002015	Replace exit doors, locks, thresholds	148,000	CA16P002015	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	35,000
Francisquito Villa	Replace heaters in units	50,000	Francisquito Villa	Resurface parking lots and replace sidewalks	200,000
	Replace vanities, toilets, med cabinets, fans	88,000		**Total**	**235,000**
	Total	**286,000**			
CA16P002018	Install access to roof	3,000	CA16P002018	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	15,000
Ocean Park	Construction maintenance facility w/bathroom	6,500	Ocean Park	Upgrade laundry rooms	2,000
	Upgrade exterior lighting	12,000		**Total**	**17,000**
	Replace closet doors & tracks	12,250			
	Replace windows & screens	24,150			
	Upgrade main service electrical panel	1,000			
	Install new intercom system	5,000			
	Total	**63,900**			
CA16P002020a	Replace doors, hardware & locks	4,500	CA16P002020a	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	25,000
1104 W. 106th St.	Replace stairwell & 2nd floor handrails	4,000	1104 W. 106th St.	Re-pipe all units with copper pipes	75,000
	Replace built-up roof	20,000		**Total**	**100,000**
	Replace toilets, angle stops, flex line	2,000			
	Replace wall heaters, gas cocks, and flex lines	3,500			
	Replace laundry room floor & door, repaint	3,500			
	Total	**37,500**			
CA16P002020b	Remove carport storage/repair walls	10,000	CA16P002020b	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	20,000
Normandie	Replace sliding glass doors	21,000	Normandie	Upgrade building drains in the back	15,000
	Install sewer clean-outs to grade	6,000		Replace rain gutters	10,000
	Replace VCT tile	35,000		Repair 2nd floor patio balconies	35,000
	Remodel Bathroom	14,000		**Total**	**80,000**
	Replace bathroom combination light & fan	4,900			
	Replace interior closet doors & interior doors	12,000			
	Total	**102,900**			
CA16P002020c	Install air conditioners in senior units	12,000	CA16P002020c	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	25,000
Century/Wilton	Reroof carports	8,000	Century/Wilton	Replace water heaters	15,000
	Increase height of wrought iron fence	25,000		Upgrade playground equipment	25,000
	Total	**45,000**		**Total**	**65,000**
CA16P002020d	N/A		CA16P002020d	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
Williamson			Williamson	**Total**	**5,000**
CA16P002021a	Replace roof	4,500	CA16P002021a	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	15,000
1101 W 91st Street	Replace interior/exterior doors & hardware	6,900	1101 W 91st Street	**Total**	15,000
	Replace wall heaters	3,000			
	Upgrade site lighting	3,500			
	Replace windows and bars	20,000			
	Replace floor heater & drywall, paint boiler room	5,000			
	Total	**42,900**			
CA16P002021b	Replace VCT floor	5,000	CA16P002021b	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
E. 119th Street	Repair and repaint exterior of building	8,000	E. 119th Street	**Total**	**5,000**
	Total	**13,000**			

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Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002021c	Repair exterior of building & repair	6,000	CA16P002021c	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	10,000
E 61st Street	Upgrade exterior lighting	2,500	E 61st Street	Total	10,000
	Upgrade mailboxes	3,000			
	Total	11,500			
CA16P002021d	Replace handrail	4,000	CA16P002021d	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
1100 W 106th St.	Replace Dex-O-Tex landings	3,500	1100 W 106th St.	Total	5,000
	Repair/repaint exterior of building	4,500			
	Replace sub-floor & VCT	12,000			
	Total	24,000			
CA16P002021e	Replace patio sliding glass doors	50,000	CA16P002021e	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	10,000
W. 107th Street	Total	50,000	W. 107th Street	Total	10,000
CA16P002021f	N/A		CA16P002021f	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
McBride			McBride	Total	2,000
CA16P002021g	Replace range and range hoods	2,000	CA16P00221g	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
Simmons	Remodel kitchen & replace carpet with tile floor	40,000	Simmons	Total	2,000
	Total	42,000			
CA16P002023	Repair/repaint exterior of buildings	30,000	CA16P002023	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	24,000
El Segundo I	Repipe gas lines for individual metering	140,000	El Segundo I	Total	24,000
	Total	170,000			
CA16P002026	Replace vertical blinds w/drapes	100,750	CA16P002026	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	10,000
Carmelitos Srs	Resurface common area walkways/stairways	135,000	Carmelitos Srs	Total	10,000
	Replace egress doors at Community Center	9,000			
	Replace hallway lights	86,000			
	Remodel restrooms at Community Center	10,000			
	Total	340,750			
CA16P002027	Replace kitchen/bathroom sinks, cabinets, counter	370,000	CA16P002027	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	10,000
Marina Manor II	Replace trash room & exterior doors	47,000	Marina Manor II	Total	10,000
	Upgrade elevator to ADA	150,000			
	Jet all lines	40,000			
	Improve hallway lighting	28,000			
	Replace window coverings	15,000			
	Replace building entry/exit door per HUD 504 surv	20,000			
	Total	670,000			

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Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002029	Install camera equipment	25,000	CA16P002029	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	15,000
Foothill Villa	Replace windows w/dual pane	200,000	Foothill Villa	Replace landscaping	25,000
	Upgrade intercom system	2,000		Repair/repaint exterior of building	100,000
	Replace vehicle gate	10,000		**Total**	**140,000**
	Total	**237,000**			
CA16P002030	Install camera system (4 buildings)	45,000	CA16P002030	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	15,000
Orchard Arms	Replace windows w/dual pane windows	140,000	Orchard Arms	Total	**15,000**
	Upgrade intercom system	8,000			
	Replace gate openers	5,000			
	Install additional parking spaces	150,000			
	Total	**348,000**			
CA16P002032	Upgrade site lighting	10,000	CA16P002032	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
Southbay Gardens	Install landscaping	10,000	Southbay Gardens	Replace window blinds	10,000
	Replace A/Cs in common areas	24,000		Replace unit A/C	100,000
	Repair/repaint exterior of buildings	25,000		Remodel bathrooms	200,000
	Replace exterior doors	10,000		**Total**	**315,000**
	Total	**79,000**			
CA16P002033	Remodel laundry room	10,000	CA16P002033	CPTED Replace lighting, fencing, pedestrian gates, and motorized gates.	15,000
Whittier Manor	Replace glass entry door	2,000	Whittier Manor	Replace carpet in units and common area VCT	100,000
	Total	**12,000**		**Total**	**115,000**
CA16P002034	N/A		CA16P002034		
4th & Mednick			4th & Mednick	CPTED Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
				Total	**2,000**
CA16P002048	Exterior Door Replacement	36,000	CA16P002048	CPTED Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
Arizona/Olympic	Replacement of floor tile inside individual units & c	54,000	Arizona/Olympic	**Total**	**5,000**
	Remodel Kitchen	72,000			
	Total	**162,000**			
CA16P002052	Replace windows	165,000	CA16P002052	CPTED Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
El Segundo II	Repair driveways	30,000	El Segundo II	**Total**	**5,000**
	Total	**195,000**			
CA16P002056	Repave parking area/stripe & install bumpers	5,000	CA16P002056	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
88th & Beach	**Total**	**5,000**	88th & Beach	**Total**	**2,000**
CA16P002058	Upgrade common area & exterior lighting	5,000	CA16P002058	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	10,000
Herbert	Replace site fencing w/wrought iron	20,000	Herbert	Replace carpet in units	115,000
	Total	**25,000**		**Total**	**125,000**
CA16P002060a	Replace sub flooring and stair treads	30,000	CA16P002060a	Upgrade landscaping	2,000
W 94th Street	Replace kitchen cabinets	18,000	W 94th Street	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
	Replace garage doors	5,000		**Total**	**4,000**
	Total	**53,000**			

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Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002060b	Replace vehicle gate operator	4,500	CA16P002060b	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	12,000
W 95th Street	Upgrade exterior lighting	3,500	W 95th Street	**Total**	**12,000**
	Total	**8,000**			
CA16P002061	Remove trees	4,800	CA16P002061	Replace wall heaters	10,000
El Segundo II	Repair driveways & walkways	20,000	El Segundo II	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
	Repair roof, install gutters	15,000		Replace vinyl tile and base	9,000
	Total	**39,800**		Replace forced-air furnaces	15,000
				Total	**36,000**
CA15P002062	Replace windows	160,000	CA15P002062	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
Quartz Hill I	Replace exterior doors	60,000	Quartz Hill I	Replace water heaters	10,000
	Total	**220,000**		**Total**	**15,000**
CA16P002066	Repair drywall ceiling in parking stalls	6,000	CA16P002066	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
Woodcrest I	(CPTED) Replace lighting.	3,000	Woodcrest I	Repair wrought iron security doors	5,000
	Install new mail boxes	1,500		Replace water heaters and furnaces	25,000
	Replace "tot lot" equipment	2,000		Replace composition shingle roof	30,000
	Total	**12,500**		Replace storage & interior doors	55,000
				Total	**120,000**
CA16P002067	Repair/repaint exterior of buildings	6,500	CA16P002067	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
1615-17 E. 87th St.	Remodel kitchens	20,000	1615-17 E. 87th St.	**Total**	**2,000**
	Upgrade exterior lighting (CPTED)	2,500			
	Remodel bathrooms, install floor tile	10,000			
	Replace interior/exterior doors	8,500			
	Relocate trash chute (CPTED)	4,000			
	Total	**51,500**			
CA16P002069	Install water shut-off valves	10,000	CA16P002069	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
Quartz Hill II	Replace heaters in units	60,000	Quartz Hill II	**Total**	**5,000**
	Total	**70,000**			
CA16P002071	Remodel kitchens	15,000	CA16P002071	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
Addington/Wald	Replace interior doors	12,000	Addington/Wald	**Total**	**2,000**
	Replace roofs and carports	15,000			
	Total	**42,000**			
CA16P002078	Repair concrete walkways	10,000	CA16P002078	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
W. 90th Street	Upgrade interior/exterior lighting	6,000	1027-33 W. 90th St.	**Total**	**2,000**
	Total	**16,000**			
CA16P002079a	Replace mailboxes	1,500	CA16P002079a	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
1334 W. 106th St.	Repair sub-floors/install VCT on 2nd floor	20,000	1334 W. 106th St.	**Total**	**2,000**
	Upgrade front/rear fencing	15,000			
	Total	**36,500**			
CA16P002079b	Replace roof	5,000	CA16P002079b	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	4,000
9410 Budlong	Replace VCT on 1st floor	5,000	9410 Budlong	**Total**	**4,000**
	Install concrete in back yards	5,000			
	Replace interior/exterior doors & closet doors	15,000			
	Total	**30,000**			

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Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002079c	Upgrade vehicle gate operator	3,500	CA16P002079c	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	1,000
11126 Budlong	Install concrete in back yards	5,000	11126 Budlong	**Total**	**1,000**
	Replace interior and exterior doors & closet doors	5,000			
	Total	**13,500**			
CA16P002080a	Upgrade exterior lighting (CPTED)	1,000	CA16P002080a	Replace forced draft heaters	5,000
1535 E. 83rd St.	Landscape site	2,500	1535 E. 83rd St.	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
	Total	**3,500**		**Total**	**7,000**
CA16P002080b	Replace interior/exterior doors	16,000	CA16P002080b	Upgrade wrought iron window bars	2,000
92nd & Bandera	Replace forced draft heaters	2,000	92nd & Bandera	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
	Total	**18,000**		Install playground equipment	10,000
				Total	**17,000**
CA16P002090	Repair drywall ceilings in parking stalls	6,000	CA16P002090	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
Woodcrest II	Upgrade exterior lighting (CPTED)	3,000	Woodcrest II	Replace water heaters & forced air furnaces	20,000
	Install new mailboxes	1,500		**Total**	**25,000**
	Replace tot-lot playground equipment	2,000			
	Total	**12,500**			
CA16P002091a	Repair/repaint exterior of building	10,000	CA16P002091a	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
1115/1116 W 90th	Repair front pedestrian gates	3,000	1115/1116 W 90th	**Total**	**2,000**
	Install sewer main clean-outs	2,500			
	Total	**15,500**			
CA16P002091b	N/A		CA16P002091b	Repair/repaint exterior of building	8,000
Carmelita			Carmelita	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
				Total	**10,000**
CA16P002091c	Replace fascia boards	700	CA16P002091c	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
Triggs	Replace electrical wiring	1,000	Triggs	**Total**	**2,000**
	Total	**1,700**			
CA16P002097	Replace tot-lot equipment	5,000	CA16P002097	Repair and seal concrete	10,000
Monica Manor	Replace sub flooring & floor tile	114,000	Monica Manor	Replace window coverings	8,000
	Replace kitchen cabinets	28,500		(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
	Replace closet doors & tracks	9,500		**Total**	**23,000**
	Replace toilets, exhaust fans, and flex lines	4,000			
	Replace vehicle gate & motor	5,000			
	Upgrade fire alarm system	50,000			
	Construction maintenance facility, w/bathroom	6,500			
	Total	**222,500**			
CA16P002107a	Repair/repaint exterior of buildings	2,500	CA16P002107a	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	1,000
Jarvis	Install wrought iron fence at front/rear of site	5,500	Jarvis	**Total**	**1,000**
	Total	**8,000**			
CA16P002107b	Replace garage doors	5,000	CA16P002107b	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
1527 E. 84th St.	Install intercom at front gate	3,000	1527 E. 84th St.	**Total**	**2,000**
	Install wrought iron entry gates & paint fence	3,000			
	Replace exterior doors	3,500			
	Total	**14,500**			

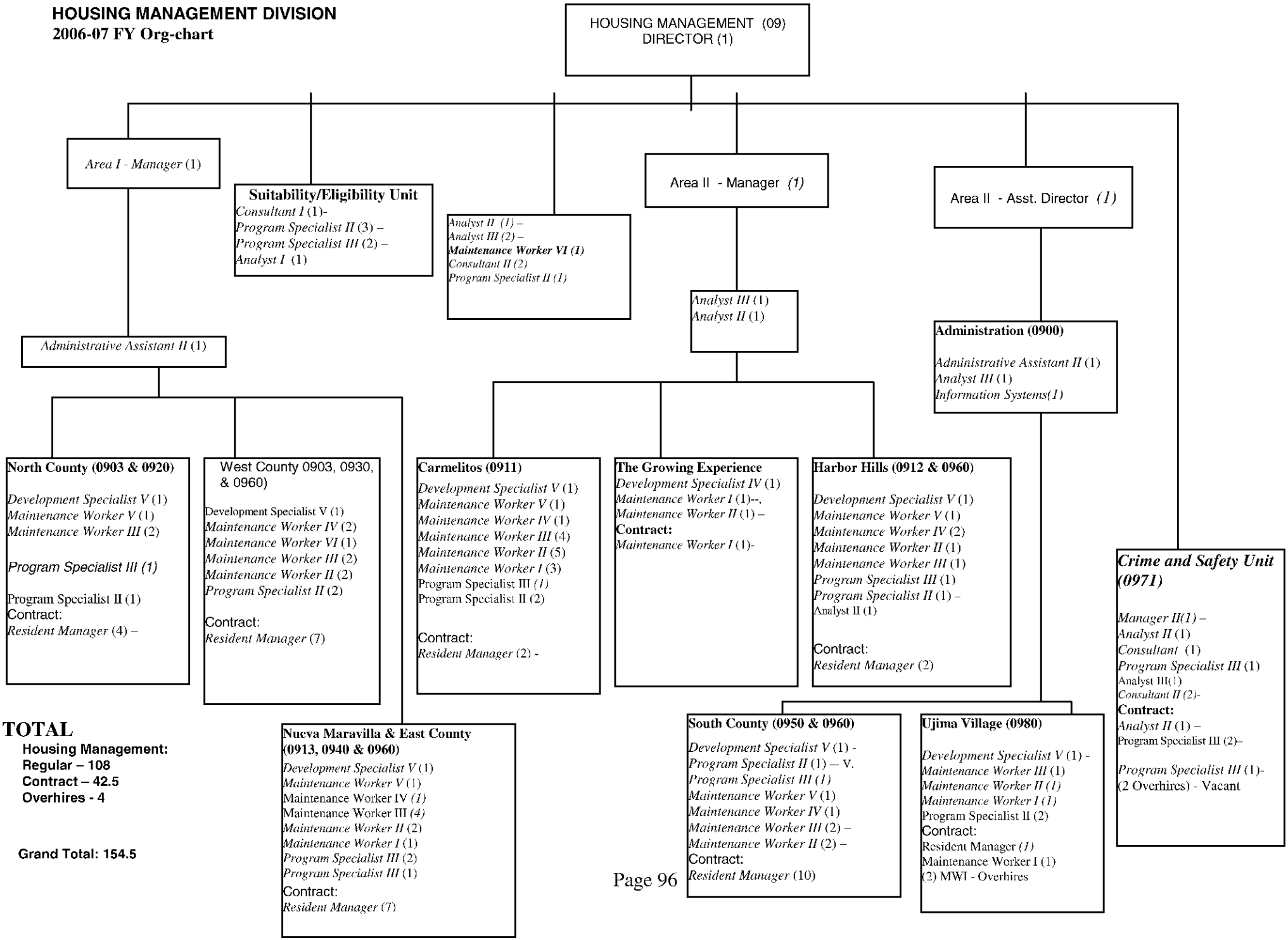
Capital Fund Program – Five Year Action Plan 2007
Part II: Supporting Pages
Continued - Activities for Years 4 and 5

Development Name/No.	Major Work	Estimated Cost	Development Name/No.	Major Work	Estimated Cost
CA16P002124a	Upgrade exterior lighting (CPTED)	2,000	CA16P002124a	Replace exterior doors	5,000
1336-40 W. 105th St.	Replace roof & carpet @ units	18,000	1336-40 W. 105th St.	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
	Remodel tot-lot and install playground equipment	7,000		**Total**	**7,000**
	Repair/repaint exterior of buildings	10,000			
	Total	**37,000**			
CA16P002124b	Repair front entry gate & intercom	3,500	CA16P002124b	Replace forced air heaters	2,000
1057 W. 106th St.	Replace mailboxes	1,500	1057 W. 106th St.	Replace wrought iron door gate and fencing	5,000
	Replace vehicle gate & operator	9,000		Remodel bathrooms	20,000
	Remodel kitchens	22,000		(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
	Replace interior/exterior doors	7,500		**Total**	**29,000**
	Install kitchen sink cleanouts	2,000			
	Install landscaping on site	2,000			
	Total	**47,500**			
CA16P002127a	Replace interior doors	4,000	CA16P002127a	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
1120 W 107th St	Upgrade intercom system	2,500	1120 W 107th St	**Total**	**2,000**
	Total	**6,500**			
CA16P002127b	Replace interior/exterior doors	6,000	CA16P002127b	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
1310 W 110th St	Upgrade intercom system	2,500	1310 W 110th St	**Total**	**2,000**
	Total	**8,500**			
CA16P002127c	Replace interior/exterior doors	7,500	CA16P002127c	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
11104 S. Normandie	Upgrade vehicle gate operator	4,000	11104 S. Normandie	**Total**	**2,000**
	Upgrade intercom system	2,000			
	Repair/repaint exterior of building	8,000			
	Total	**21,500**			
CA16P002132a	Install concrete patios	3,500	CA16P002132a	Replace mailboxes	2,000
1221 W Imperial	Upgrade fencing	1,500	1221 W Imperial	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
	Upgrade intercom system	2,599		**Total**	**4,000**
	Total	**7,599**			
CA16P002132b	Install concrete patios	3,500	CA16P002132b	Replace mailboxes	2,000
1309 W Imperial	Upgrade intercom system	4,000	1309 W Imperial	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
	Total	**7,500**		**Total**	**4,000**
CA16P002138	Replace doors/hardware/locks	7,500	CA16P002138	Replace mailboxes	2,000
11248 S. Budlong	Replace stair treads/flooring/sub flooring	30,000	11248 S. Budlong	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	2,000
	Upgrade exterior lighting	3,500		**Total**	**4,000**
	Repaint wrought iron fence	6,000			
	Replace VCT tile	35,000			
	Replace vehicle gate operator	4,500			
	Total	**86,500**			
CA16P002156	Redesign & replace vehicle gate	20,000	CA16P002156	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
Sundance	Regrade front area of each unit	15,000	Sundance	Install backyard gates	50,000
	Total	**35,000**		**Total**	**55,000**
CA16P002157	Replace wall and water heaters	4,800	CA16P002157	(CPTED) Replace lighting, fencing, pedestrian gates, and motorized gates.	5,000
Linsley/Firmona	Replace ranges and range hoods	6,000	Linsley/Firmona	**Total**	**5,000**
	Total	**10,800**			

CA16P002127b	Replace wrought iron door gate	1,500	**CA16P002127b**	Replace interior/exterior doors	6,000
1310 W 110th St	Replace exterior doors	3,000	**1310 W 110th St**	Upgrade intercom system	2,500
	Replace ranges and range hoods	3,000		**Total**	**8,500**
	Total	**7,500**			
CA16P002127c	Replace wrought iron door gate	1,500	**CA16P002127c**	Replace interior/exterior doors	7,500
11104 S. Normandie	Replace exterior doors	4,500	**11104 S. Normandie**	Upgrade vehicle gate operator	4,000
	Replace ranges and range hoods	4,000		Upgrade intercom system	2,000
	Total	**10,000**		Repair/repaint exterior of building	8,000
				Upgrade site lighting (CPTED)	2,000
				Total	**23,500**
CA16P002132a	Replace heaters	15,000	**CA16P002132a**	Install concrete patios	3,500
1221 W Imperial	Replace ranges and range hoods	5,000	**1221 W Imperial**	Upgrade fencing	1,500
	Total	**20,000**		Upgrade intercom system	2,599
				Total	**7,599**
CA16P002132b	Replace vehicle gater operator	3,000	**CA16P002132b**	Install concrete patios	3,500
1309 W Imperial	Replace ranges and range hoods	4,000	**1309 W Imperial**	Upgrade intercom system	4,000
	Total	**7,000**		**Total**	**7,500**
CA16P002138	Replace ranges and range hoods	6,000	**CA16P002138**	Replace doors/hardware/locks	7,500
11248 S. Budlong			**11248 S. Budlong**	Replace stair treads/flooring/subflooring	30,000
	Total	**6,000**		Upgrade exterior lighting	3,500
				Repaint wrought iron fence	6,000
				Replace VCT tile	35,000
				Replace vehicle gate operator	4,500
				Upgrade interior lighting	4,000
				Replace water heater and doors	3,500
				Upgrade intercom system	2,500
				Repair kitchen cabinets	27,000
				Paint pedestrian gates	2,500
				Total	**126,000**
CA16P002156	Install tot lot	25,000	**CA16P002156**	Redesign & replace vehicle gate	20,000
Sundance	Redesign & install irregation system	20,000	**Sundance**	Regrade front area of each unit	15,000
	Total	**45,000**		**Total**	**35,000**
CA16P002157	N/A		**CA16P002157**	Replace wall and water heaters	4,800
Linsley/Firmona			**Linsley/Firmona**	Replace ranges and range hoods	6,000
				Total	**10,800**

ATTACHMENT D: ORGANIZATIONAL CHARTS

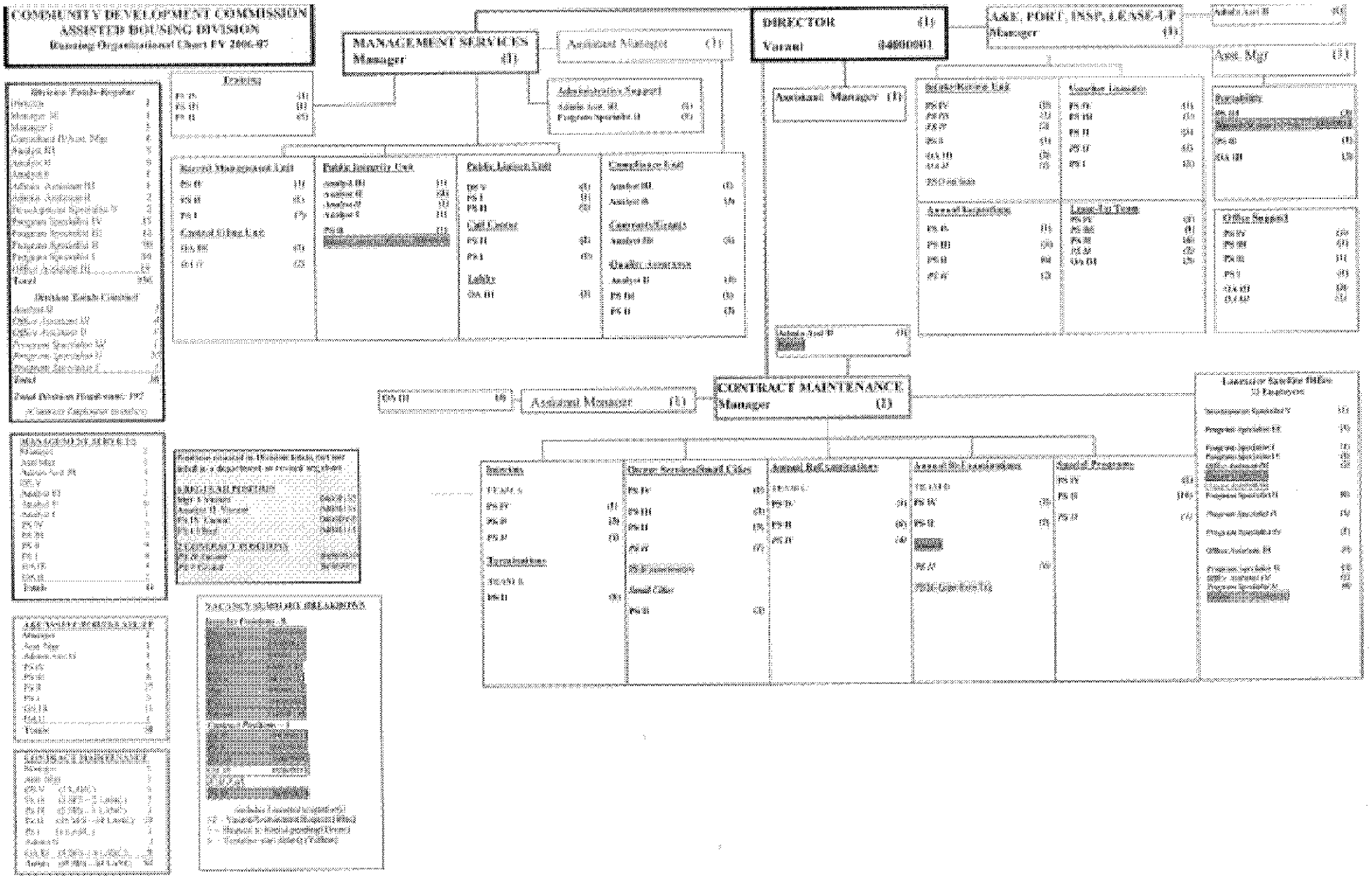
COMMUNITY DEVELOPMENT COMMISSION
HOUSING MANAGEMENT DIVISION
2006-07 FY Org-chart



TOTAL

Housing Management:
Regular – 108
Contract – 42.5
Overhires - 4

Grand Total: 154.5


COMMUNITY DEVELOPMENT COMMISSION
ASSISTED HOUSING DIVISION
MANAGEMENT SERVICES
Manager (1)
Assistant Manager (1)
DIRECTOR (1)
Vacant
A&E, PORT, INSP, LEASE-UP
Manager (1)
Asst. Mgr (1)
Assistant Manager (1)
CONTRACT MAINTENANCE
Manager (1)
Assistant Manager (1)

Attachment E

Comments of Resident Advisory Boards

PUBLIC HOUSING

Comment: Does HUD provide funding for the Annual Plan process?
Response: No, the Annual Plan process is an unfunded mandate.

Comment: The Agency Plan is submitted to who?
Response: The Annual Plan is submitted to the U.S. Department of Housing and Urban Development in Washington D.C.

Comment: What can a resident do if they know there is fraud going on at their site?
Response: Residents can call the HACoLA fraud hotline at 877-881-7233. You can leave a message in English or Spanish. It is completely anonymous.

Comment: What is the Annual Plan?
Response: The Annual Plan describes the PHAs programs and services for the upcoming fiscal year (Capital Funds contingent on plan approval). The Annual Plan identifies key policy items and financial resources. The Annual Plan is an excellent vehicle for planning for the next fiscal year. The Five-Year plan allows the PHA to plan long term. Since there are new Federal Regulations annually and changes within the PHA every fiscal year, an Annual Plan is needed for any amendments to the Five-Year plan.

Comment: How does the HA know what has to be "fixed" in the housing developments?
Response: The Capital Funds are prioritized according to the immediate needs of each development. Health and Safety needs go first.

Comment: My friend wants to apply to public housing. How can a friend apply to Section 8 and Public Housing?
Response: To apply for the Section 8 Program or the Conventional Public Housing Program, call (562) 347-4663 or (800) 731-4663. Additionally, to facilitate applying for the Public Housing and Section 8 programs, applicants can now register and check their status on the HACoLA website. The amount of time that an applicant spends on the waiting list can vary greatly depending upon the date of application and any applicable preferences.

Capital Fund Program

Comment: The Carmelitos seniors elevators are not working.

Response: Work has begun on the replacement of the elevator at the Carmelitos senior complex. Construction began on Monday, December 4, 2006 and is anticipated to be completed by January 2007.

Comment: The Herbert elevators need to be repaired.
Response: Capital funds have been approved to replace the elevator at Herbert. According to the construction schedule, the elevator replacement is scheduled to begin in September 2007 and will be completed in December 2007.

Comment: At Sundance Vista, the kitchen cabinets are corroded.
Response: An assessment will be made of the kitchen cabinets at Sundance Vista. If replacement is needed, the work will be included in the Capital Fund Five-Year Plan.

Comment: At Sundance Vista, the gates are malfunctioning in the back.
Response: A construction contract has been executed and the gates at Sundance Vista are part of the work that will be completed. According to the construction schedule, the work is anticipated to be completed in January 2007

Comment: At Sundance Vista, the sinks in the kitchens are clogged.
Response: Sundance Vista sinks in the kitchens are a maintenance issue. Your Property Supervisor should be made aware of this.

Comment: At Foothill Villa, the cabinets are too high for people with disabilities or seniors.

Response: At Foothill Villa, an assessment will be made to ascertain if cabinets can be lower, and if funds are available to complete the work. If funds are not readily available, the work will be included in the Capital Fund Five-Year Plan

Comment: At Foothill Villa, the air vents in the bathrooms are not working well.
Response: The problem with the air vents at Foothill Villa is a maintenance issue. The Property Supervisor should be made aware of this

Comment: At Francisquito Villa, the recreation room carpets are ripping.
Response: The common area and hallway carpet at Francisquito Villa will be replaced with VCT flooring. The replacement is scheduled to begin in June 2007 and is anticipated to be completed in August 2007

Comment: The Carmelitos seniors carpets and blinds need to be replaced.
Response: The carpets in the units at the Carmelitos senior complex will be replaced. The carpet replacement is scheduled to begin in June 2007 and is anticipated to be completed in August 2007. The replacement of the blinds will be included in the Capital Fund Five-Year Plan

Comment: At Foothill Villa, the tiles need to be repaired. The only tile replaced was in the bathrooms.
Response: The replacement of tile at Foothill Villa will be included in the Capital Fund Five-Year Plan

Comment: The stoves at Carmelitos have many problems. We need to get new ones.
Response: New ranges for Carmelitos will be included in the Capital Fund Five-Year Plan

Comment: At the Carmelitos family side, the paint on the stairs is chipping away.
Response: The problem with the paint is a maintenance issue. The Property Supervisor should be made aware of this situation

Comment: At Carmelitos, there are rats going through the units. There is a hole.
Response: The problem with the rats is a maintenance issue. The Property Supervisor should be made aware of this situation.

Comment: At Carmelitos, there are roaches and rodents in my unit.
Response: The problem with the rodents and roaches is a maintenance issue. The Property Supervisor should be made aware of this situation.

Comment: At Francisquito Villa need new carpeting at the apartments
Response: The replacement of carpet at Francisquito Villa is scheduled to be replaced in June 2007.

Transfers

Comment: How fast will the Housing Authority move me when I should be transferred due to a threat of violence?
Response: The Housing Authority will review and consider on a case-by-case basis requests for transfers due to a reasonable fear of direct violence against the resident. Such requests may include a fear of retaliation for witnessing an incident, or providing testimony or evidence in an eviction or criminal proceeding, or fear of being the victim of a hate crime. The Housing Authority will seek input from local law enforcement regarding all requests for transfers due to a threat of violence. Transfers due to a threat of violence have priority over any other transfer requests.

Deconcentration

Comment: Does the deconcentration analysis affect current residents?
Response: No, the deconcentration analysis does not affect current residents. The analysis proves that the Housing Authority is deconcentrated. No action is necessary at this time.

SECTION 8

Criminal Background Checks

Comment/Question: Why do criminal background checks take so long?
Response: Criminal background checks may take longer than usual if something is found during the course of the check or if fingerprinting is necessary. It may also take longer when we are in the process of batching a very large number of applications.

Comment/Question: When doing a criminal background check, where do you check?
Response: The FBI and local law enforcement.

Comment/Question: Is someone with a criminal history allowed to receive Section 8?
Response: Yes, but there are regulations restricting some with criminal histories from receiving Section 8. Sex offenders with lifetime sex offender status will not receive assistance. Drug offenders and violent criminals will not receive assistance until at least three years has past from the date of their conviction or the date their incarceration ended, whichever is later. Those who have been convicted of the manufacture of methamphetimines in federally assisted housing will also not receive assistance. At HACoLA we do not allow admission to anyone on parole or probation.

Comment/Question: Do you share the results of criminal background checks with landlords?
Response: No. We will only provide the participant's former address, if asked.

Comment/question: Do you conduct criminal background checks on everyone?
Response: The Housing Authority requests a criminal background check for all applicant household members (including live-in aides) 18 years of age and older. The criminal background check is used as a factor in screening applicants for criminal activities that would prohibit admission to the Housing Authority's Section 8 rental assistance program. The Housing Authority will conduct criminal background and sex offender registration checks for all incoming portability families and will not delay issuing the family a voucher.

Comment/Question: I think you need to change the policy that does not allow people on parole or probation admission to the program.

Family Composition

Comment/Question: Would my adult son or daughter be allowed to rejoin my household?
Response: No. We only allow minors or marital-type partners to be added. Caretakers, who may be an adult relation, may be added as a reasonable accommodation.

Comment/Question: If my daughter goes to college, can she come back to live with me on her breaks?
Response: Yes, as long as you report her only temporarily absent from your home, she is still considered part of your household.

Comment/Question: What if I get married? Will my spouse be allowed to live with me?
Response: Yes. We allow the addition of a marital-type partner as long as they are otherwise eligible for the program.

Eligibility

Comment/Question: Can people working at the Housing Authority receive Section 8?
Response: No, that is not permitted.

Comment/Question: Can you be a homeowner and still receive Section 8?
Response: Yes, you may own property and still receive assistance under Section 8, however you may not be living in the property you own.

Comment/Question: Can I live in my son's house and still receive Section 8?
Response: You may live in a home owned by a relative only if it is necessary as a reasonable accommodation. You may not live in the same unit as the owner.

Payment and Occupancy Standards

Comment/question: How does the Housing Authority determine subsidy/occupancy standard?
Response: Program regulations require that the Housing Authority establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. Such standards must provide for a minimum commitment of subsidy while avoiding overcrowding. Subsidy/occupancy standards and determination of voucher bedroom size are based upon the number of family members who will reside in the assisted dwelling unit.

Comment/question: How does the Housing Authority determine the payment standards and the tenant portion of rent?
Response: HUD regulations allow the Housing Authority to set Payment Standards at a level that is between 90 percent to 110 percent of the Fair Market Rent for Los Angeles County. The Housing Authority must set the payment standard at a level that is high enough to ensure that families are able to afford quality housing while also balancing the need to provide assistance to as many families on the waiting list as possible. Current the Housing Authority's payment standards are at 100 percent of the Fair Market Rent for Los Angeles County.

Comment/Question: Why do I only get a two-bedroom voucher if the gender of my children is different?
Response: The occupancy standard is set at two people per bedroom. Gender is not a consideration.

Comment/Question: If my rent is more than the payment standard, can I still live in my unit?
Response: Yes, if the additional rent is 40% of your income or less.

Income

Comment/Question: Will the Housing Authority count my minor son's income.
Response: No, we do not count the income of minors.

Comment/Question: Is my lump sum payment from Social Security included in my income?
Response: It depends what the lump sum payment was. If it was a lump sum because periodic payments were delayed, it is included. If it was for deferred periodic payments, it will be excluded.

Comment/Question: My welfare payment changed. Do I have to notify the Housing Authority?
Response: You must provide written documentation of your income change to the Housing Authority within thirty days.

Special Programs

Comment/question: Does the Housing Authority have programs for mental ill people?
Response: Yes, the Shelter Plus Care (S+C) Program. This program is designed to link rental assistance to supportive services for homeless individuals with disabilities and/or their families. This program primarily provides assistance to those who have been diagnosed with mental illness, chronic substance abuse problems, or AIDS. Assistance is provided for a term of 5 years or for as long as there is a continuum of funding available for this program.

Comment/question: Does the Housing Authority have a self-sufficiency program?
Response: Yes, the Family Self-Sufficiency Program (FSS). The FSS Program is designed to provide supportive services for families who are residents within the Housing Authority's jurisdiction. Supportive services include but are not limited to childcare, education, transportation, counseling, job preparation, vocational training and home ownership workshops. Upon becoming employed, FSS participants continue to pay rent in accordance with the Housing Authority's housing choice voucher procedures. Whenever the participants rent increases, the Housing Authority establishes an interest bearing Escrow Account in their name. I the family successfully complete the contract obligations within 5 years, the family can apply to graduate from the program and receive the accrued portion of their escrow account.

Comment/Question: If a man is the victim of domestic violence, will he be allowed to stay if the lease is split?
Response: Yes, the language is not specific to gender.

Inspections and Moves

Comment/Question: How many inspections can a unit fail?
Response: HACoLA performs two inspections before HAP payments are abated, if there are owner-related deficiencies. If a third inspection is failed with owner-related deficiencies, the Housing Authority will terminate the HAP Contract and the participant will be required to move.

Comment/Question: Why do I only have thirty days to move if my unit fails three inspections?
Response: We require participants to move within thirty days for the safety of those living in the unit. In addition, the HAP Contract is also terminated and the Housing Authority will not release anymore HAP payments to that owner.

Comment/Question: What if I put in my 30-day notice and can't find a unit in time?
Response: It is up to you to work with the owner to allow you to stay longer than the thirty day period. For this reason, we recommend participants submit a 60-day notice.

Comment/Question: What if I move into a unit before the HAP contract is executed?
Response: If a participant moves in to a unit before the HAP Contract is executed, the participant will be responsible for all rent until the contract is executed.

Comment/Question: Does the Housing Authority possess a list of properties that rent to Section 8 voucher holders?
Response: Yes, you may obtain it from our website, call and have one mailed to you, or obtain one at the Housing Authority offices.

Applications and Waiting List

Comment/Question: How long does the waiting list take?
Response: We cannot be sure. The length of time someone is on the waiting list depends on when they entered the list and the number of vouchers that become available during that time.

Comment/Question: Do you have to come to the Housing Authority offices to apply?
Response: No, you may apply by calling the offices or on our website.

Miscellaneous

Comment/Question: Does the Housing Authority help with security deposits?
Response: No, we do not have funding to give security deposit assistance. You may contact a community-based organization for assistance.

Comment/Question: I like that advocacy groups have a say in the policies of the Annual Plan.

Comment/Question: Can an owner increase the rent every year?
Response: An owner may increase the rent after the initial 12-month period. The owner must submit a written notice to both the tenant and the Housing Authority sixty days from the intended increase. The Housing Authority will not approve a rent increase it cannot determine to be reasonable.

Comment/Question: Is there a central processing location for all Section 8?
Response: No, every Housing Authority administers the Section 8 program for its own jurisdiction.

Attachment F

Membership of Resident Advisory Board (RAB) and Outreach Activities

PUBLIC HOUSING

RAB: 21 members

Initial RAB Outreach Activities:

- In October 2006, the Housing Authority (HA) sent a letter inviting the resident councils to participate in the Annual Plan process.
- Twenty-one Resident Council members participated in the RAB to develop the Annual Plan.
- Three public housing RAB meetings were held at the Nueva Maravilla housing development in November through December 2006.

RAB MEETINGS:

RAB MEETINGS:

Meeting #1: Thursday November 9, 2006 9:00AM-12:00PM at Nueva Maravilla

- Mailed out information letters to all Resident Council members inviting them to the first RAB meeting.
- Attendance: 21 Public Housing residents.
- Provided an overview and review of the Annual Plan timeline, outline, and glossary to all RAB members.
- Discussed housing needs and strategies for addressing housing needs.
- Discussion on Eligibility, Selection and Admission Criteria.
- Discussed Admission Preferences.
- Discussed Rent Determination Formulas and Policies.
- Review of Financial Resources Data.
- Presentation by Norma Nuñez on the Capital Fund Program.
- Obtained feedback on the Capital needs of each site.

Meeting #2: Tuesday, December 5, 2006 9:00AM at Nueva Maravilla

- Summarized the Annual Plan to all Resident Council members
- Announced the Public Comment Period extending from December 29, 2006 to February 11, 2007.
- Discussed upcoming changes for Fiscal Year 2007-2008.
- Presented Annual Plan timeline.

Meeting #3: Thursday, December 13, 2006 9:00AM–11:30AM at Nueva Maravilla

- Mailed out invitations to all 21 RAB members.
- Called to confirm attendance of RAB members.
- Attendance: 15 Public Housing residents.
- Discussed Admissions Policy for Deconcentration.
- Reviewed public housing organizational chart.
- Overview of Economic and Social self-sufficiency programs
- Review of the Pet Policy and Grievance Procedures.
- Discussion of Community Development Commission Fiscal Audit.
- Review of the PHA Asset Management Section.
- Discussion of Annual Plan timeline, public comment period and public hearing.

- Review of the Annual Plan major changes.

SECTION 8

RAB: 8 members

Outreach Activities:

- In November 2006, a newsletter was sent to all Section 8 participants asking for volunteer RAB members.
- Replied to RSVP and inquiry phone calls in response to the newsletter, in English and Spanish.
- In January 2006, a public notice (newsletter) was mailed to all Section 8 participants to announce the public review and comment period, including locations and website address where the Annual Plan will be available for review and comment, and the public hearing date.

RAB Meetings:

Meeting #1: Thursday, November 2, 2006, 9:00 a.m. – 11:00 a.m. at South Whittier Community Resource Center

- Attendance: 5 Section 8 participants.
- Provided an overview and review of the Annual Plan timeline and outline to all RAB members.
- Provided an overview of the purpose and function of the RAB.
- Provided an overview and review of the Administrative Plan.
- Discussed of the public comment period and available materials.

Meeting #2: Thursday, November 9, 2006, 9:00 a.m. – 11:00 a.m. at Section 8 Administrative Offices

- Attendance: 4 Section 8 participants.
- Discussed County housing needs
- Discussed Section 8 waiting list and eligibility criteria
- Discussed Section 8 local preferences
- Presented information on the FSS program

Meeting #3: Thursday, November 16, 2006, 9:00 a.m. – 11:00 a.m. at South Whittier Community Resource Center

- Attendance: 5 Section 8 participants.
- Discussed payment standards
- Discussed PHA grievance policies
- Discussed Status of 5-year goals

Meeting #4: Thursday, November 30, 2006, 9:00 a.m. – 11:00 a.m. at South Whittier Community Resource Center

- Attendance: 6 Section 8 participants
- Discussed proposed changes to the Annual Plan: Violence Against Women Act.
- Discussed proposed changes to the Administrative Plan: Project-Based Vouchers, FSS, Owner business rental license requirements, Admissions to those on parole/probation, Data sharing, Increased veterans preference, Local preference for "at-risk" affordable housing residents

- **ATTACHMENT G**

STATUS OF FIVE-YEAR GOALS
PHA FISCAL YEARS 2004-2008

1. PHA Goal: Expand the supply of assisted housing

Objectives:

Reduce public housing vacancies:

In order to achieve compliance with the new asset management model for public housing, the Housing Authority is developing measures to ensure that each project achieves and maintains a minimum 97 percent occupancy rate. Within five years, the Housing Authority expects to transition from a centralized waiting list to a site-based waiting list system, thereby ensuring that property managers can effectively market their properties and that applicants have greater options in selecting housing developments. The Housing Authority continues to develop mechanisms that will ensure consistency and compliance with HUD regulations with the public housing eligibility and suitability screening process.

Leverage private or other public funds to create additional housing opportunities:

Utilizing City of Industry funds, the Housing Authority completed various affordable multi-family rental, senior rental, affordable for-sale and special needs housing developments. This will assist in increasing the supply of affordable housing in incorporated and unincorporated areas within a 15-mile radius of the City of Industry.

For Fiscal Year 2005-2006, the City of Industry funds were utilized in various projects:

1. Allocated funds through a Request for Proposal (RFP) process for approximately $4.3 million for 4 developments of affordable housing.
2. Completed 513 units of affordable and special needs housing utilizing City of Industry funds totaling $13.8M.

For Fiscal Year 2007-2008, the goals are to:

1. Allocate funds through a Request for Proposal (RFP) process for approximately $5 million for 50 units in special needs housing.
2. Allocate funds through a Request for Proposal (RFP) process for approximately $5 million for 100 units in affordable housing.
3. Complete 7 special needs projects for 180 units involving $10.13 million of City of Industry funds. These units are set-aside for persons with HIV/AIDS, mentally ill individuals, and emancipated foster youth.
4. Complete 7 affordable housing developments for 327 units involving approximately $7.55 million of City of Industry funds.

2. PHA Goal: Improve the quality of assisted housing

Objectives:

Improve public housing management (PHAS score):

The Housing Authority has been designated a standard performer agency for Fiscal Year 2006-2007 under the Public Housing Assessment System (PHAS). For Fiscal Year 2007-2008, the Housing Authority anticipates maintaining a standard performer designation. The Housing Authority continues to administer its programs in a manner that reflects the Housing Authority's commitment to building better lives and better neighborhoods while maintaining program integrity and compliance with all applicable Federal, State, and local housing regulations.

Concentrate on efforts to improve specific management functions:

During Fiscal Year 2005-2006, the Housing Authority continued to increase the level of resources committed to its Fraud Program, including the detection of fraud, the pursuit of lease termination remedies against residents who commit fraud and the collection of reimbursements relating to fraud.
During Fiscal Year 2005-2006, the Housing Authority pursued 62 unlawful detainer cases. 44 were for non-payment of rent, 6 were three-day notices for criminal activity, 8 were for other material breaches such as disturbing neighbors, unauthorized guests, misrepresenting income, etc., 1 case for illegal trespass, 1 case was for an eviction, and 2 cases were 60-day notices for nonrenewal of lease.
The Housing Authority has a Fraud Analyst that investigates and reviews suspected fraud cases for the public housing program. To date the Fraud Analyst has over 417 cases and has identified more than $382,496 in fraud of which $233,029 has resulted in settlement agreements of which over $114,700 has been received.

The implementation of a new software system for management of the public housing program is still improving the transmission rate of 50058 forms to HUD and has improved tenant record-keeping. The overall success of the new ISSI software is measured by HUD's approval of the PIC data. The Housing Authority is reporting 100% of public housing residents in the 50058.
The Lockbox System continues to improve efficiency, accuracy and security for site staff and residents.

Renovate or modernize public housing units:

The Housing Authority completed 13 rehabilitation construction contracts at 14 family and senior housing sites and completed and closed two Capital Fund programs during Fiscal Year 2005-2006.

Demolish or dispose of obsolete public housing:

On January 30, 2001, the Board of Commissioners adopted a Resolution authorizing the Housing Authority to submit an application to HUD for the demolition of 13 vacant apartment units located at 1542 East 85th Street in unincorporated Los Angeles County, to remove blighting conditions and permit the future development of six units of family housing under the Conventional Public Housing Programs.

After HUD approved demolition of the vacant units, on July 17, 2001, the Board of Commissioners approved the award of a construction contract for the demolition and site clearance of the subject property. Funding for the construction contract was provided by HUD under the Capital Fund Program. The demolition and site clearance were completed in December 2001.

Since the cost of public housing development is prohibitive, the Housing Authority has determined that the vacant land be disposed and title be transferred to the Community Development Commission for the provision of affordable housing or homeownership. The Housing Authority is reviewing another potential location for public housing replacement.

Improve voucher management (SEMAP score):

During FY 2006-2007, the Housing Authority did well on several indicators, including Reasonable Rent, Selection from the Waiting List and Utility Allowance Schedule. HACoLA continues to strive to improve on the SEMAP and increase productivity through staff reorganization, streamlining processes and increased staff training.

Increase customer satisfaction:

To facilitate applying for the Section 8 and Public Housing programs, applicants can now register for the Housing Authority's waiting list online. Online registration services allow applicants to place their name on the waiting list, check their status and submit changes. In October 2004, the Housing Authority also added online resources for Section 8 owners including frequently asked questions and online forms. The automated phone system for Section 8 was updated in September 2005, to better direct callers to the staff and information they

seek. Since September 2005, the Housing Authority has tracked receipt of an average of over 70,000 phone calls per month. In addition, a Customer Service Evaluation form is available for clients in the Section 8 office. Responses are tracked by the Section 8 Public Liaison Unit, which reports receiving extremely positive feedback.

Concentrate on efforts to improve specific management functions:

During FY 2004-2005, the Housing Authority continued to increase the level of resources committed to its Fraud Program, including the detection of fraud, the pursuit of lease termination remedies against residents who commit fraud and the collection of reimbursements relating to fraud.

During FY 2004-2005, the Legal Consultant was assigned 110 unlawful detainer (UD) cases (43 3-day, 52 30-day, 12 60-day, 3 14-day). The majority of cases resulted in voluntary move-outs and conditional behavior settlements. Only 16 cases were actually filed, resulting in a significant legal cost savings to the HA. For FY 2006-2007, it is anticipated that additional UD cases will be handled by the Legal Consultant and additional legal resources, further reducing costs.

The Housing Authority has a Fraud Analyst that investigates and reviews suspected fraud cases for the public housing program. To date the Fraud Analyst has over 120 cases and has identified more than $212,200.00 in fraud of which $113,323.29 has resulted in settlement agreements of which over $61,400.00 has been received.

The implementation of a new software system for management of the public housing program is still improving the transmission rate of 50058 forms to HUD and has improved tenant record-keeping. The overall success of the new ISSI software is measured by HUD's approval of the PIC data. The HA is reporting 100% of public housing residents in the 50058.

As of March 2004, the Lockbox System of paying rent has improved Cash Flow and Rent Collection percentage. The Lockbox System has also improved efficiency, accuracy and security for site staff and residents.

Renovate or modernize public housing units:

The Housing Authority completed 14 rehabilitation construction contracts at 20 family and senior housing sites, completed and closed a construction contract for the seismic retrofit of one housing site and closed two Capital Fund programs during FY 2005-2006.

Demolish or dispose of obsolete public housing:

The Housing Authority demolished 13 units at 1542 East 85th Street in Los Angeles, California. A disposition application for the 85th and Miramonte property was submitted to HUD in June of 2005. The property will be sold for one dollar to the Los Angeles County Community Development Commission, who will seek a qualified nonprofit developer to construct single-family detached homes for homeownership by families earning no more than 80 percent of the County's median income.

As of November of 2005, at the 461-463 ½ Amalia Avenue location, the Los Angeles Unified School District reported the 4th Street Primary Center as 30 percent complete. The project completion date is scheduled for September 2006.

The Housing Authority will be purchasing from CDC several properties in Inglewood and Compton as replacement housing. It is anticipated that the transfer will be complete on February 2006.

3. PHA Goal: Increase assisted housing choices

Objectives:

Provide voucher mobility counseling:

Although no longer providing mobility counseling through the Deconcentration Program, the Housing Authority enhances available resources for program applicants and participants through its briefing sessions

with clients. In addition to the information provided in the voucher briefing packets, a binder of information and resources relating to neighborhoods is available in the main lobby.

Conduct outreach efforts to potential voucher landlords:

The Housing Authority's Public Liaison Unit conducted five workshops with Section 8 landlords to explain various aspects of the program, including new policies and program changes, and published quarterly House Notes newsletters containing program updates and useful information for landlords and owners. The Public Liaison Unit also participated in the Southern California Apartment Association, which included providing marketing materials for potential owners and Section 8 program information at industry group events.

Increase voucher payment standards:

The Housing Authority sets the payment standard at a level that is high enough to ensure that families are able to afford quality housing while also balancing the need to provide assistance to as many families as possible. The Housing Authority's payment standards have reflected annual increases in HUD's Fair Market Rent.

Implement voucher homeownership program:

Due to the housing market within the Housing Authority's jurisdiction a homeownership program is not feasible. The Housing Authority will explore the option of offering the homeownership program in future years.

4. PHA Goal: Provide an improved living environment

Objectives:

Implement public housing security improvements:

The Housing Authority continues its public housing security efforts by expanding its use of surveillance cameras at public housing developments and further institutionalizing its use of Crime Prevention Through Environmental Design (CPTED) principles.

Based on the success of its previous efforts, the Housing Authority received $290,000 in Community Development Block Grant funds (CDBG) to expand its closed circuit television (CCTV) program to five (5) additional sites located throughout the County of Los Angeles. The Housing Authority also received $10,000 from State of California RHCP funds to begin using CCTV systems at 3 RHCP sites in the City of Santa Monica.

The Housing Authority has further institutionalized its use of CPTED principles by training over 250 staff members, creating CDC wide CPTED assessment teams and creating a CPTED review committee that meets on a weekly basis to discuss CPTED related issues. The Housing Authority also marketed nationally its CPTED manual.

The above-mentioned efforts are in addition to the continued use of community policing teams at the large developments and south-scattered sites. The Housing Authority also continues to use GIS and GPS technology to create detailed site maps and geocode crime on an as-needed basis.

The Juvenile Justice Crime Prevention Act (JJCPA) program continues to provide prevention and intervention services for at-risk youth and their families at 5 housing sites. Funding was continued for the Fiscal Year 2006-2007 for the amount of $645,000.00. Overall, approximately 225 combined youth have been served at all five housing sites during Fiscal Year 2005-2006. Harbor Hills had its second annual JJCPA participant Graduation Ceremony in June 2006. All the large JJCPA housing developments conducted summer programs and back-to-school events for the 2006 school year. Carmelitos continues to have its on-site tutorial programs and Youth Council meetings. Youth from Carmelitos and Ujima Village participated in camping and other outdoor adventures. All the JJCPA participants at all the sites have taken educational trips to local museums as well as enjoyed incentive activities such as attending sporting events including the L.A. Sparks, Dodgers and

collegiate football and basketball games. The youth have also attended theatrical shows such as Cirque Du Soleil and concerts at the Hollywood Bowl. Operation Read, a tutorial and homework assistance program provided through the Los Angeles County Probation Department, continues to provide services in Nueva Maravilla and Harbor Hills.

Partner with community-based organizations and local colleges and universities through service learning to provide educational and prevention/intervention activities:

The agency's Office of Community and Educational Partnerships provides interns, service learning students and other civically engaged individuals to support existing resident services programs within HACoLA.
In September 2002, the Housing Authority formed a partnership with California State University Long Beach to develop a Service-Learning Program for the 713-unit Carmelitos Housing Development. In that program, college students assisted public housing residents with homework, job training and senior life issues. Since that time, HACoLA has partnered with numerous colleges and universities, and has expanded services to the public housing residents to include support for: education programs, recreation, art, senior services, community empowerment and workforce development.

Current university and college partnerships include: CSU Dominguez Hills, CSU Long Beach, CSU Los Angeles, UCLA, USC, LMU, Occidental College, LA Harbor College, and Long Beach City College.

5. PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

Provide or attract supportive services to improve assistance to recipients' employability:

Since 2003, HUD has awarded the Housing Authority three (3) Resident Opportunity and Self Sufficiency (ROSS) Family Grants totaling $1,200,000. In 2003, HUD awarded the Housing Authority their first (1st) ROSS Family Grant in the amount of $500,000 to provide workforce development services. As of September 6, 2006, the funds have been expended and the grant is officially closed. In 2005, HUD awarded the Housing Authority their second (2nd) ROSS Family Grant in the amount of $350,000 to provide workforce development services. To date, the grant remains active and the program is being fully implemented. Additionally, in 2006, HUD awarded the Housing Authority their third (3rd) ROSS Family Grant in the amount of $350,000. To date, the grant remains active and the program is in the development phase.

These grants are designed to provide workforce development employment services and to promote self-sufficiency among low and moderate-income housing residents. The employment services offered through the ROSS grants include the following major areas:

1. Skills Assessment
2. Job Counseling and Placement Assistance
3. Job Placement/Follow up/Employment Pattern assessment
4. Employment Skills Development
5. Credit Counseling and Family Budgeting Assistance
6. Transportation Voucher Assistance
7. Mental Health Assessments
8. Referral to Childcare Services
9. Employment Related Reimbursement Assistance

In the summer of 2006, the Housing Authority submitted to HUD a fourth (4th) grant application for another ROSS Family Grant in the amount of $500,000. The grant application is pending review.

Provide or attract supportive services to increase independence for the elderly or families with disabilities:

The Housing Authority was awarded three ROSS grants, the first (1st) for $300,000, the second (2nd) for 400,000 and the third (3rd) for $450,000 for a total of $1,150,000 to implement a supportive services program to promote independent living for up to 1,364 elderly and persons with disabilities who reside at twelve conventional public housing sites. The Housing Authority has implemented the first elderly HUD ROSS grants and has met and exceeded each performance goal. The implementation of the grant has allowed the Housing Authority to provide an array of supportive services including case management, transportation, resource referrals, counseling and entertainment and cultural activities. The current grants are designed to cover services through August 2009.

The Housing Authority has applied for an additional $350,000 in ROSS grant funding for fiscal year 2007-2008. The additional funding would allow the Housing Authority and its partners to continue to provide and expand upon the services currently available to seniors and persons with disabilities through 2010.

Resident Council Forums were held in March 2006 and August 2006 where presentations were made to the residents. Topics included fraud presented by the Housing Management Division Fraud Analyst, discounted phone and utility services for low-income families, housekeeping standards and maintenance, community and seniors services programs presented by LA County Community and Senior Services, and a review of Resident Council By-Laws and MOU's, proper budgeting and recordkeeping.

The Orchard Arms Resident Council is in the process of being re-established for upcoming elections, which they plan to have in early 2007.

The Resident Councils at the Housing Authority's housing developments continue to conduct food giveaways, participate in the Annual Plan process, conduct social activities for residents, and work with university partners through the Service-Learning Initiative.

The Housing Authority had indicated an interest in designating a housing site as an Assisted Living Facility for those seniors who can no longer live independently. The Housing Authority is considering providing assisted living services at the South Bay Gardens senior housing site. The Housing Authority will be potentially partnering with non-profit agencies to provide these services. As a result, the Housing Authority will not pursue designation at this time.

The Housing Authority is now pursuing the implementation of the Assisted Living Waiver Project (ALWP) at South Bay Gardens, a 100-unit senior/disabled public housing development. The ALWP project will provide 24 hour nursing care and other supportive services, on-site for MediCal eligible seniors and/or disabled persons. The Housing Authority is currently working with the State Department of Health Services who is the licensing authority for ALWP. Sprit Home Health Care will be the agency that will provide the on site services and Jewish Family Service of Los Angeles is the Care Coordinating Agency. LA County Department of Health Services, WLCAC and Partners In Care Foundation will be referring clients to South Bay Gardens to participate in the ALWP project. The goal is to start the ALWP project at South Bay Gardens on January 1, 2007.

6. PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:

The Housing Authority continues to aggressively market housing programs to those communities with disproportionate housing needs. The public housing brochures for both families and senior/disabled individuals

have been updated. The briefing packet for Section 8 households was updated in 2005, to include the most up-to-date federal and state information on fair housing and equal opportunity.

Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, and disability:

The Housing Authority will continue to undertake affirmative measures to ensure access to housing to persons of all varieties of disabilities.

In FY 2005-2006, the Housing Authority created an ADA Liaison Coordinator position. This individual has direct responsibility for the processing of ADA related requests and implementation of the Division's Internal Protocol procedures that went into effect January 2006. The Housing Authority will have the benefit of training and additional technical assistance to develop and implement Fair Housing, and 504 Compliance and ADA policies. This assistance is provided by this new position created within the Administrative Services Division. A database will be established during Fiscal Year 07-08 to track and monitor all ADA related requests.

In FY 2005-2006, a 504 Self-Assessment Compliance Evaluation Report was completed for each public housing Senior/Disabled development. Housing Authority staff coordinated the completion of repairs and or modifications highlighted in the 504 Compliance Reports. Following the completion of such repairs and or modifications, 504 Compliance Reports will be prepared for the public housing family developments.

Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

The Housing Authority will continue to undertake affirmative measures to ensure access to housing to persons of all varieties of disabilities.

In FY 2005-2006, the Housing Authority created an ADA Liaison Coordinator position. This individual will have direct responsibility for the processing of ADA related requests and implementation of the Division's Internal Protocol procedures to become effective in January of 2006. The Housing Authority will have the benefit of training and additional technical assistance to develop and implement Fair Housing, and 504 Compliance and ADA policies. This assistance is to be provided by a new position created within the Administrative Services Division.

In FY 2005-2006, a 504 Self-Assessment Compliance Evaluation Report was completed for each public housing Senior/Disabled development. Housing Authority staff is in the process of coordinating the completion of repairs and or modifications highlighted in the 504 Compliance Reports. Following the completion of such repairs and or modifications, 504 Compliance Reports are to be prepared with respect to the public housing family developments. It is contemplated that such reports will be complete within FY 2005-2006.

7. Other PHA Goals

Program integrity for the Section 8 and conventional public housing programs:

The Housing Authority continues to strengthen program integrity by emphasizing the importance of third-party verification in order to prevent overpayment/underpayment of subsidy.

Additionally, the Housing Authority conducts upfront income verification (UIV) for applicants and residents who receive public assistance and social security. In January 2006, the Housing Authority began using HUD's Enterprise Income Verification (EIV) system to look at reported and unreported income from Section 8 participants. After notifying participants about the EIV system in February 2006, the Housing Authority observed a sharp increase of reported changes by participants.

Fraud investigations yielded a return of over $506,632.64 in FY2005-2006.

Strengthen communication with Section 8 participants

The Housing Authority's Public Liaison Unit has continued to handle inquiries for Section 8 applicants and participants. The Public Liaison Unit also conducted 15 tenant workshops in 2006 to educate participants on program rules and regulations, and to provide a forum for discussion of new policies and program changes. The Public Liaison Unit continues to publish quarterly Tenant Talk newsletters that contain program updates and useful information for tenants. In addition, the Public Liaison Unit reports having received extremely positive feedback on the Customer Service Evaluation, a form that is available to Section 8 clients, in the lobby at the Section 8 office.

ATTACHMENT H

Housing Authority of the County of Los Angeles

FLAT RENT SCHEDULE

Conventional Public Housing Program
2007-2008

Site	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Harbor Hills 26607 So. Western Avenue Lomita, CA 90717	$1,248	$1,488	$2,166	Not applicable	Not applicable
Nueva Maravilla (Family) 4919 Cesar E. Chavez Avenue Los Angeles, CA 90022	Not applicable	$1200	$1500	$2250	Not applicable
Nueva Maravilla (Seniors) 4919 Cesar E. Chavez Avenue Los Angeles, CA 90022	$860	Not applicable	Not applicable	Not applicable	Not applicable
Carmelitos 761 Via Carmelitos 817 Via Carmelitos Long Beach, CA 90805	$928	$1,172	$1,500	$1,750	Not applicable
Orchard Arms 23410-23540 Wiley Canyon Rd. Valencia, CA 91355	$1150	Not applicable	Not applicable	Not applicable	Not applicable
Quartz Hills I & II 5028 West Avenue L-12 42051 51st Street West Quartz Hill, CA 93536	Not applicable	$816	$1083	Not applicable	Not applicable
Foothill Villa 2423 Foothill Boulevard La Crescenta, CA 91214	$948	Not applicable	Not applicable	Not applicable	Not applicable
Marina Manor I & II 3401 Via Dolce 3405 Via Dolce Marina Del Rey, CA 90292	$1,545	$2,132	Not applicable	Not applicable	Not applicable
Monica Manor 1901-1909 11th Street Santa Monica, CA 90405	Not applicable	$2,473	Not applicable	Not applicable	Not applicable
Ocean Park 175 Ocean Park Boulevard Santa Monica, CA 90405	$1,985	$2,558	$3,301	Not applicable	Not applicable
Francisquito Villa 14622 Francisquito Avenue La Puente, CA 91746	$940	Not applicable	Not applicable	Not applicable	Not applicable
Whittier Manor 11527 Slauson Avenue Whittier, CA 90606	$925	$1,140	Not applicable	Not applicable	Not applicable

Site		1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Sundance Vista 10850 Laurel Avenue Whittier, CA 90605		$925	$1,140	$1,430	$2,145	Not applicable
East Scattered Sites ** SEE BELOW**		$860	$1200	$1500	$2,250	Not applicable
South Scattered Sites ** SEE BELOW **		$833	$1,150	$1,482	$1,567	$2,500
	Studio	**1 Bedrooms**	**2 Bedrooms**	**3 Bedrooms**	**4 Bedrooms**	**5 Bedrooms**
West Knoll Apts. 838 West Knoll Drive West Hollywood, CA 90069	$1,117	$1,565	Not applicable	Not applicable	Not applicable	Not applicable
Palm Apts. 959 Palm Avenue West Hollywood, CA 90069	$1,133	$1,313	Not applicable	Not applicable	Not applicable	Not applicable

East Scattered Sites:

1. HERBERT AVENUE
   133 Herbert Avenue
   Los Angeles, CA 90063

2. CARMELITA AVENUE
   354-356 So. Carmelita Avenue
   Los Angeles, CA 90063

3. MCBRIDE AVENUE
   1229 So. McBride Avenue
   Los Angeles, CA 90023

4. WILLLIAMSON AVENUE
   706-708 ½ So. Williamson Avenue
   Los Angeles, CA 90022

5. TRIGGS STREET
   4432-4434 ½ Triggs Street
   Los Angeles, CA 90023

6. SIMMONS AVENUE
   927 So. Simmons Avenue
   Los Angeles, CA 90022

7. AMALIA AVENUE
   461-463 ½ So. Amalia Avenue
   Los Angeles, CA 90022

8. 4TH MEDNIK
   341 So. Mednik Avenue
   Los Angeles, CA 90022

9. ARIZONA & OLYMPIC
   1003-1135 So. Arizona Avenue
   Los Angeles, CA 90022

South Scattered Sites:

1. EL SEGUNDO I
   1928/37/49 E. El Segundo Boulevard
   Compton, CA 90222

2. SOUTHBAY GARDENS
   230E. 130th Street
   Los Angeles, CA 90061

3. WOODCREST I
   1239 West 109th Street
   Los Angeles, CA 90044

4. WOODCREST II
   1245 West 109th Street

19. 88th & BEACH
    8739 Beach Street
    Los Angeles, CA 90002

20. ADDINGTON & WALDORF
    4212-4220 E. Addington Street
    Compton, CA 90221

21. WEST 106TH STREET
    1334-1338 W. 106th Street
    Los Angeles, CA 90044

22. BUDLONG
    9410 Budlong Avenue

Los Angeles, CA 90044

5. WEST 90TH STREET
1115-16 West 90th Street
Los Angeles, CA 90044

6. WEST 91ST STREET
1101-1109 West 91st Street
Los Angeles, CA 90044

7. EAST 119TH STREET
1232-34 E. 119th Street
Los Angeles, CA 90059

8. EAST 61ST STREET
1231-33 E. 61st Street
Los Angeles, CA 90001

9. WEST 106TH STREET
1100 W. 106th Street
Los Angeles, CA 90044

10. WEST 106TH STREET
1104 W. 106th Street
Los Angeles, CA 90044

11. WEST 107TH STREET
1320 W. 107th Street
Los Angeles, CA 90044

12. NORMANDIE AVENUE
11431-11463 So. Normandie Avenue
Los Angeles, CA 90047

13. WEST 90TH STREET
1027-1033 W. 90th Street
Los Angeles, CA 90044

14. EL SEGUNDO II (2140)
2140-2144 ½ E. El Segundo Boulevard
Compton, CA 90222

15. EL SEGUNDO II
2141-2145 E. El Segundo Boulevard
Compton, CA 90222

16. 92ND & BANDERA
9104-9118 So. Bandera Street
Los Angeles, CA 90002

17. EAST 83RD STREET
1535 E. 83RD Street
Los Angeles, CA 90002

18. EAST 87TH STREET
1615-1617 E. 87th Street
Los Angeles, CA 90002

Los Angeles, CA 90044

23. BUDLONG
11126 Budlong Avenue
Los Angeles, CA 90044

24. WEST 94TH STREET
1035-1037 ½ W. 94th Street
Los Angeles, CA 90044

25. WEST 95TH STREET
1324 West 95th Street
Los Angeles, CA 90044

26. WEST 105TH STREET
1336-1340 W. 105th Street
Los Angeles, CA 90044

27. WEST 106TH STREET
1057 W. 106th Street
Los Angeles, CA 90044

28. CENTURY & WILTON
10025 Wilton Place
Los Angeles, CA 90047

29. IMPERIAL HEIGHTS
1221 W. Imperial Highway
Los Angeles, CA 90044

30. IMPERIAL HEIGHTS
1309 W. Imperial Highway
Los Angeles, CA 90044

31. ATHENS III
1120 W. 107th Street
Los Angeles, CA 90044

32. ATHENS III
1310 W. 110th Street
Los Angeles, CA 90044

33. ATHENS III
11104 So. Normandie Avenue
Los Angeles, CA 90044

34. BUDLONG CREST
11248 So. Budlong
Los Angeles, CA 90044

35. EAST 84TH STREET
1527 E. 84th Street
Los Angeles, CA 90001

36. JARVIS AVENUE
12920 Jarvis Avenue
Los Angeles, CA 90061

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

ADMINISTRATIVE PLAN

JULY 1, 2007

Administrative Plan
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CHAPTER 1:
POLICIES AND OBJECTIVES

1.1 INTRODUCTION

The Los Angeles County Community Development Commission (CDC) was created in 1982 by the County's Board of Supervisors. The CDC aims to build better lives and better neighborhoods, by providing services to improve the quality of life in low- and moderate-income neighborhoods. The CDC manages programs in public and assisted housing, community development, economic development, and housing development and preservation.

The Housing Authority of the County of Los Angeles (Housing Authority) was created in 1938 to manage and develop affordable housing. Since 1938, the Housing Authority has administered federally funded public housing, rental assistance programs, and services and special programs for residents of public and assisted housing.

In an effort to streamline Los Angeles County's housing and community development programs and services, the County Board of Supervisors combined the Housing Authority with the CDC in 1982. The Housing Authority is comprised of two divisions of the CDC. The Housing Management Division manages public housing and related programs and services. The Assisted Housing Division administers rental assistance programs.

1.2 PURPOSE OF THE PLAN
[24 CFR §982.54(a) – §982.54(c)]

The purpose of the Administrative Plan is to clearly outline the policies and procedures that govern the Housing Authority's administration of rental assistance programs. The plan includes program requirements established by the U.S. Department of Housing and Urban Development (HUD), as well as the discretionary policies established by the Housing Authority.

The policies and procedures in this Administrative Plan comply with applicable local, State, and HUD and other Federal regulations, relevant memos, notices and guidelines, including fair housing and equal opportunity requirements. If applicable regulatory changes conflict with this plan, regulations will have precedence.

The Housing Authority adheres to the Administrative Plan in administering all rental assistance programs. The original plan and any changes must be approved by the Board of Commissioners of the agency (the Los Angeles County Board of Supervisors), and a copy of the plan must be provided to HUD.

As much as possible, revisions and additions are published to coincide with published changes in the Housing Authority's Agency Plan. Interim changes, including Board mandates and administrative updates reflecting changes in law or regulatory requirements, will be made effective by memo from the Executive Director or designee.

1.3 LOCAL OBJECTIVES [24 CFR §982.1(a)]

The Housing Authority's rental assistance programs are designed to achieve three major objectives:

1. To provide improved living conditions and decent, safe, and sanitary housing for very low-income families while maintaining their rent payments at an affordable level;
2. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments; and
3. To promote freedom of housing choice and spatial deconcentration of lower income and minority families.

Additionally, the Housing Authority has adopted the following mission statement:

- To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

1.4 JURISDICTION [24 CFR §982.51 and 24 CFR §982.4(b)]

HUD has authorized the Housing Authority to administer rental assistance programs within the corporate boundaries of Los Angeles County. The Housing Authority's jurisdiction includes:

1. The unincorporated areas of the County, and
2. Participating cities within the County. Participating small cities are defined as cities in the Los Angeles County area that have authorized the Housing Authority to administer rental assistance programs within their city limits.

1.5 RENTAL ASSISTANCE PROGRAMS

Section 8 of the Housing and Community Development Act of 1974 established the "Section 8 Program," the first permanent Federal program for rental assistance. The program authorized a basic certificate program, as well as targeted subprograms. As rental assistance programs developed, Congress authorized additional Section 8 programs, including a voucher program in 1987.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) required housing authorities to convert their certificates into vouchers and establish the Housing Choice Voucher Program as the primary rental assistance program. As a result of this conversion, the Housing Choice Voucher Program now encompasses all Housing Authority rental assistance except for existing certificates under the previously offered Moderate Rehabilitation Program.

- **Moderate Rehabilitation Program**: A certificate-based rental assistance program incorporating financial options for owners doing moderate levels of rehab and upkeep to affordable housing rental units. Administration involves closing or extending expiring contracts. Chapter 20 (Moderate Rehabilitation Program) covers the details of this program.

- **Section 8 Pre-Pay/Preservation Program**: A voucher-based rental assistance program that enables existing participants, living in units in which owners have prepaid a HUD-insured mortgage loan, to remain in affordable housing. Chapter 19 (Pre-Pay/Preservation Program) covers the details of this program.
- **Project-Based Voucher Program**: The Housing Authority will utilize Project-Based vouchers to prevent the displacement of families and preserve affordable rents in the case of an unforeseen event.
- **Housing Choice Voucher Program**: The major rental assistance program administered by the Housing Authority.
  - **Note**: Unless otherwise noted, the procedures in this Administrative Plan are for the general Housing Choice Voucher Program.

As required by HUD regulations, the Housing Authority administers the Family Self-Sufficiency Program as a special program option for participants in the Housing Choice Voucher Program. See Chapter 18 (Special Programs) for details.

1.5.1 Set-Aside, Targeted and Special Programs

The Housing Authority may use the Housing Choice Voucher Program budget to fund set-aside programs, which are detailed in Chapter 18 (Special Programs). All set-aside programs are subject to the availability of funding. The Executive Director has the discretion to approve allocations beyond the existing program size for all set-aside programs.

- **Housing Choice Voucher Homeless Program**: This program targets families throughout Los Angeles County. All eligible families are referred to the Housing Authority by pre-selected service providers.
- **Housing Choice Voucher Long-Term Family Self-Sufficiency Homeless Program**: This program targets homeless families who are eligible for CalWORKs and are employed or have an offer of employment (either subsidized or unsubsidized).
- **Housing Choice Voucher Family Unification Set-Aside Program**: This program provides assistance to families who are in imminent danger of losing or who cannot regain custody of their minor children due to lack of adequate housing.

Periodically, the Housing Authority applies for special funding from HUD to administer vouchers to targeted populations, within the Housing Choice Voucher Program. The Housing Authority administers vouchers through the following targeted programs:

- **Housing Choice Voucher Welfare to Work Program**: This program provides assistance to families who are eligible for CalWORKs benefits, are in good standing with the employment/job training program offered by the Los Angeles County Department of Public and Social Services (DPSS) and are in need of housing in order to obtain or retain employment. See Chapter 18 (Special Programs) for details.

- **Housing Choice Voucher Mainstream Program**: This program assists very-low income, disabled families who need rental assistance. As authorized by HUD regulations, the Housing Authority administers this program independently and does not rely on joint ventures with community partners. Eligible families are identified from the regular housing choice voucher waiting list and are admitted on a first come, first served basis.

  Families admitted into a targeted program must meet all regular admission requirements with the exception of the residency requirement. Since the Housing Authority is required to work closely with other County departments that provide services through all of Los Angeles County, families residing outside of the Housing Authority's jurisdiction are allowed to participate in targeted programs. However, families may be required to move within the Housing Authority's jurisdiction for at least one year.

The Housing Authority also receives non-Housing Choice Voucher Program funding to administer the following special programs. See Chapter 18 (Special Programs) for details:

- **Shelter Plus Care Program**
- **Housing Opportunities for Persons with AIDS (HOPWA) Program**

1.6 FAIR HOUSING AND EQUAL OPPORTUNITY POLICY [24 CFR §982.53]

It is the policy of the Housing Authority to comply fully with all Federal, State and local nondiscrimination laws and with the rules and regulations governing fair housing and equal opportunity in housing and employment.

The Housing Authority shall not deny any family or individual the opportunity to apply for or receive assistance under its rental assistance programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family status, handicap or disability.

The Housing Authority will provide Federal, State, and local information to voucher holders regarding discrimination, and the recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all fair housing information and discriminatory complaint forms will be included in the voucher holder's briefing packet.

Except as otherwise provided in 24 CFR §8.21(c)(1), §8.24(a), §8.25 and §8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the Housing Authority's facilities are inaccessible to or unusable by persons with disabilities.

1.7 OPERATING RESERVES

The Board of Commissioners shall establish the permitted uses of earned administrative fees at the time of the Annual Consolidated Operating Budget approval. The approval shall consist of the use of administrative fees for the Housing Choice Voucher Program (Section 8) administration.

The Board of Commissioners must approve the expenditure of Section 8 operating reserves in excess of $50,000. The Executive Director may authorize allowable use of Section 8 operating reserve funds not in excess of $49,999. The Assistant Executive Director may authorize allowable use of Section 8 operating reserve funds not in excess of $30,000.

1.8 SERVICE POLICY [24 CFR §8.24]

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the Housing Authority, when the Housing Authority initiates contact with a family including when a family applies, and when the Housing Authority schedules or reschedules any kind of appointments.

It is the policy of the Housing Authority to be service-directed in the administration of its rental assistance programs, and to exercise and demonstrate a high level of professionalism while providing housing services to all families.

The Housing Authority's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on Housing Authority forms and letters to all families.

1.8.1 Requests for Accommodation [24 CFR §8.28]

The Housing Authority is required to make reasonable adjustments to rules, policies, practices and procedures of its programs, in order to enable a disabled applicant or participant to have an equal opportunity to use and enjoy their unit, including common areas, and to comply with program obligations.

The Housing Authority approves accommodation requests on a case-by-case basis, upon determination that:

- The requested accommodation is reasonable (i.e., it does not result in a fundamental alteration in the nature of the program or an undue financial and administrative burden), and
- There is an identifiable relationship between the requested accommodation and the individual's disability.

All requests for accommodation will be verified with a reliable, knowledgeable professional so that the Housing Authority can properly accommodate the need presented by the disability.

Families requesting a reasonable accommodation will be notified in writing of the decision.

Reasonable accommodation will be made for persons with disabilities that require an advocate or accessible offices. A designee will be allowed to provide information as needed, but only with the permission of the person with the disability.

1.9 FAMILY OUTREACH

Each time the Housing Authority enters into an Annual Contributions Contract (ACC) with HUD for new Section 8 existing units, it will be publicized in accordance with the specification in the criteria of the Equal Opportunity Housing Plan. The Housing Authority's waiting list will remain open on a continuous basis for the foreseeable future.

The Housing Authority will communicate the status of housing availability to other service providers in the community, advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

Information regarding the program directed at prospective applicants/tenants will be disseminated in accordance with Equal Opportunity Housing Plan and HUD guidelines for fair housing.

1.10 OWNER OUTREACH [24 CFR §982.54(d)(5)]

The Housing Authority encourages owners of decent, safe and sanitary housing units to lease to families participating in its rental assistance programs. The Housing Authority maintains and regularly updates a list of interested landlords and available units for its rental assistance programs. When listings from owners are received, they are compiled by Housing Authority staff and made available through the phone hotline, by mail, or by Internet at www.hacola.org.

Ongoing marketing efforts to recruit suburban owners for participation include, but are not limited to:

1. Brochures for owners;
2. Realty Board presentations;
3. Apartment Owner Association presentations;
4. Community Center presentations; and
5. Presentation to organizations serving the disabled and other similar organizations.

The Housing Authority periodically evaluates the distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. Special outreach efforts will be used in order to encourage participation of those groups who would not normally apply or participate.

1.11 PRIVACY RIGHTS [24 CFR §5.212]

Applicants and participants, including all adults in each household, are required to sign the HUD-9886 Form (Authorization for the Release of Information). This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

A statement of the Housing Authority's policy on release of information to prospective landlords will be included in the briefing packet that is provided to the family.

The Housing Authority's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files are stored in a secure location that is only to be accessed by authorized staff.

Housing Authority staff will not discuss family information contained in files unless there is a business or legal reason to do so. Inappropriate discussion of family information or improper disclosure of family information will result in disciplinary action.

1.12 MONITORING PROGRAM PERFORMANCE [24 CFR §985]

In order to ensure quality control, supervisory staff will review the following functions:

1. 10 percent of new applicants/contracts, and
2. 100 percent of work completed by new staff for a minimum of 30 calendar days.

The Housing Authority's Quality Assurance Unit conducts audits of:

1. 5 percent of annual re-examinations/interim re-examinations, and
2. Minimum Housing Quality Standards (HQS) quality control inspections as dictated by Section 8 Management Assessment Program (SEMAP) Indicator #5.

The Housing Authority 's Program Integrity/Fraud Prevention Team uses credit checks, and other similar tools to ensure program integrity. 1,500 random credit reviews are conducted annually for new applicant and existing participant households, including added family members, portability households, zero-income households, staff referrals and fraud inquiries.

1.13 TERMINOLOGY [24 CFR §982.4(b)]

"Family" is used interchangeably with "applicant" or "participant" and can refer to a single person family. "Tenant" refers to participants in terms of their relation to landlords.

"Landlord" and "owner" are used interchangeably.

CHAPTER 2:
ADMISSION ELIGIBILITY FACTORS AND APPLICANT REQUIREMENTS

2.1 INTRODUCTION
[24 CFR §982.54(d)]

This chapter defines the criteria used by the Housing Authority to determine program eligibility, and the requirements that families and family members must meet in order to receive assistance under the program. This chapter also clarifies the circumstances that may lead to a denial of admission, and the process for notifying families if they are denied admission.

Family members being added to households that are currently receiving assistance are considered new applicants and are subject to the Housing Authority's admission and eligibility requirements.

The intent of these policies is to maintain consistency and objectivity in evaluating the eligibility of families who apply for the programs. The criteria listed in this chapter are the only factors used to review eligibility, to minimize the possibility of bias or discrimination. Selection shall be made without regard to race, color, creed, religion, sex, national origin, familial status, source of income, or disability/handicap.

2.2 ELIGIBILITY FACTORS AND REQUIREMENTS
[24 CFR §982.201 and 24 CFR §982.552]

In accordance with HUD regulations, the Housing Authority has established the following eligibility criteria, which are detailed throughout this chapter. To be eligible for admission, an applicant family must:

1. Meet the definition of a "family;"
2. Be within the appropriate income limits;
3. Be a citizen, or a non-citizen with eligible immigration status [24 CFR §5.508]; and
4. Furnish and verify valid Social Security numbers for all family members age 6 and over [24 CFR §5.216].

The Housing Authority will also deny admission as follows:

1. If applicant fails to meet specified criteria regarding drug abuse and other criminal activity;
2. If applicant fails to submit required consent forms, or any other Housing Authority-required information to verify family eligibility, composition, or income (including birth certificates and valid state identification);
3. If applicant is in violation of other criteria listed in Section 2.8 of this chapter;
4. If the applicant is a member, officer or employee of the Housing Authority who formulates policy or influences decisions with respect to federally funded rental assistance programs or a public official or a member of the local governing body or member of Congress; or

5. If applicant is a student enrolled in an institution of higher learning and meets all the criteria listed in Section 2.5 of this chapter.

The Housing Authority's procedures regarding notification and informal reviews for applicants who are denied assistance can be found at the end of this chapter.

2.3 FAMILY COMPOSITION [24 CFR §982.201(c)]

The applicant must qualify as a family. The Housing Authority defines a family as a single person or a group of persons as follows.

1. **An elderly family**: A family whose 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.
2. **A disabled family**: A family whose head, spouse, or sole member is a person with disabilities. 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.
3. **The remaining member of a tenant family:** Includes a pregnant person whose pregnancy was terminated after admission to the program. However, if the pregnancy is terminated before admission to the program, the individual will no longer constitute a family. The remaining member of a tenant family will be reassigned another bedroom size voucher, provided there is funding available. The remaining member of a tenant family does not include a live-in aide of the former family whose service was necessary to care for the well being of an elderly, disabled or handicapped head of household, or spouse and whose income was not included for eligibility purposes.
4. **A group of persons**: Two or more persons sharing residency, who are not categorized as an elderly or disabled family, whose income and resources are available to meet family needs. There must be a relation by blood, marriage or operation of law, or the group must provide evidence of a significant relationship determined to be stable by the Housing Authority. The following is to be considered as relation by blood: mother, father, children, cousin, niece, nephew, aunt, uncle, grandfather and grandmother. A group of two could also be a single person who is pregnant or in the process of adopting or securing legal custody of any individual under the age of 18.
5. **A single person**: A person who lives alone, or intends to live alone, who is not categorized as elderly, disabled, or the remaining member of a tenant family.

A child who is temporarily away from home due to placement in foster care is considered a member of the family.

2.3.1 Stable Relationship

When the applicant group is not related by blood, marriage, or operation of law, the Housing Authority will require that the applicant group provide evidence of a stable relationship.

The Housing Authority defines a stable relationship as:

1. A relationship that has been in existence for a minimum of 6 months, and
2. The parties provide financial support for each other.

Acceptable documentation of a stable relationship includes lease agreements indicating that the parties have lived together for at least 6 months, utility bills, other joint bills and/or bank account(s) (need to provide for a 6-month period), and, on a case-by-case basis, letters from a social service provider or religious organization confirming the relationship.

2.3.2 Head of Household [24 CFR §5.504]

The head of household is considered to be the adult designated by the family or the Housing Authority to sign program-related documents. However, since rental assistance is provided to the entire family, it is expected that every family member will uphold the Housing Authority's rules and regulations. Emancipated minors who qualify under State law will be recognized as head of household.

2.3.3 Spouse of Head

Spouse means the husband or wife of the head of household. The marriage partner who, in order to dissolve the relationship, would have to be divorced. This includes the partner in a common-law marriage.

2.3.4 Live-In Aides [24 CFR §982.316 and 24 CFR §5.403]

A family may include a live-in aide if the live-in aide meets the following stipulations. The live-in aide:

1. Is determined by the Housing Authority to be essential to the care and well being of an elderly person or a person with a disability;
2. Is not obligated for the support of the person(s);
3. Would not be living in the unit except to provide care for the person(s); and
4. Must submit a signed Criminal Background Consent Form.

A live-in aide is different from a family member in the following:

1. An aide's income will not be used to determine eligibility of family;
2. An aide is not subject to citizenship/eligible immigrant requirements;
3. An aide is not considered a remaining member of the tenant family, which means that they are not entitled to retain the voucher if the eligible family

member(s) voluntarily leave the program, are terminated from the program, or have a voucher that expires.

Relatives are not automatically excluded from being live-in aides, but they must meet all the stipulations in the live-in aide definition described above to qualify for the income exclusion as a live-in aide. A relative who does not qualify for an income exclusion as a live-in aide may qualify for other exclusions, including if a family receives income from a state agency to offset the cost of services and equipment needed to keep a developmentally disabled family member at home. For a complete list of income exclusions, refer to Section 6.4 (Income Inclusions and Exclusions).

A live-in aide may only reside in the unit with the approval of the Housing Authority. The Housing Authority will require written verification from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, and/or disabled. The verification must include the hours of care that will be provided.

The live-in aide will be subject to a criminal background check and must meet the same standard as an applicant. Please see Section 2.8 (Screening for Drug Abuse and Other Criminal Activity) for more information.

With authorization from the assisted family, the landlord and the Housing Authority, a live-in aide may have a family member live in the assisted unit as long as it does not create overcrowding in the unit. The Housing Authority will not increase the family's subsidy to accommodate the family of a live-in aide.

2.3.5 Split Households Before Voucher Issuance

When a family breakup occurs while a family is on the waiting list due to divorce or legal separation, it is the responsibility of the two families to decide which will take the placement on the waiting list. If no decision or court determination is made, the Housing Authority will make the decision, taking into consideration the following:

1. Which family member applied as head of household;
2. Which family member retains the children or any disabled or elderly members;
3. Any restrictions that were in place at the time the family applied;
4. Role of domestic violence or any other infraction; and
5. Recommendation of social service agencies or qualified professionals.

2.3.6 Multiple Families in the Same Household

When families consisting of two families living together, (such as a mother and father, and a daughter with her own husband or children), apply together as a family, they will be treated as one-family unit.

2.3.7 Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51 percent of the time will be considered members of that household. If both parents on the waiting list are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

Where court orders exist and provide guidance on custody issues, the Housing Authority will follow the directives outline in the court documents.

2.4 INCOME LIMITATIONS [24 CFR §982.201(b) and 24 CFR §5.603(b]

In order to be eligible for assistance, an applicant must be:

1. An extremely low-income family (a family whose gross annual income does not exceed 30 percent of the HUD-established median income for the Los Angeles-Long Beach Primary Metropolitan Statistical Area); **or**
2. A low-income family (a family whose gross annual income does not exceed 80 percent of the median income for the Los Angeles-Long Beach Primary Metropolitan Statistical Area.

As required by HUD regulations, 75 percent of all new admissions will be required to meet the definition of an extremely low-income family. To achieve the required balance, it may be necessary to skip over otherwise eligible family. If this occurs, families that have been skipped over will retain the time and date of application and will be admitted as soon as an appropriate opening becomes available.

Families whose annual incomes exceed the income limit will be denied admission and offered an informal review.

2.4.1 Income Limits for Other Programs

Periodically, HUD has provided funding to the Housing Authority for projects involving preservation opt-outs and/or the expiration of a project based Section 8 contract. HUD provides the income limits applicable to those projects through specific regulation. The Housing Authority will follow HUD directives in determining admissions for such programs.

2.5 ELIGIBILITY OF STUDENTS [24 CFR §5.612]

No assistance shall be provided to any individual that meets the following criteria:

- 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;
- Is not otherwise individually eligible, or has parents, who individually or jointly, are not eligible on the basis of income to receive assistance.

2.6 CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS [24 CFR §982.201(a) and §982.203(b)(4) and §5.508]

Eligibility for assistance is contingent upon a family's submission of evidence of citizenship or eligible immigration status. In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Each family member, regardless of age, must submit a signed declaration of U.S. citizenship or eligible immigration status. The Housing Authority may request verification of the declaration according to verification guidelines detailed in Chapter 7.

The citizenship/eligible immigration status of each member of the family is considered individually before the family's status is defined.

2.6.1 Mixed Families [24 CFR §5.504]

An applicant family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. A family that includes eligible and ineligible individuals is called a "mixed family." Mixed family applicants will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination.

2.6.2 No Eligible Members [24 CFR §982.552(b)(4)]

The Housing Authority is required to deny admission if no member of the family is a U.S. citizen or eligible immigrant. Families will be provided the opportunity to appeal the decision in an informal review.

2.7 SOCIAL SECURITY NUMBER REQUIREMENTS [24 CFR §5.216(a)]

Applicant families are required to provide verification of Social Security numbers for all family members prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after the admission to the program. Children age 5 and under, who have not been assigned a number, are exempt from this requirement.

Failure to furnish verification of Social Security numbers is grounds for denial of admission.

2.8 SCREENING FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY [24 CFR §982.552 – §982.553]

This section describes the guidelines the Housing Authority has established for screening applicants for drug abuse and other criminal activity. The section includes HUD-required screening standards, as well as discretionary standards allowed by HUD. The Housing Authority will deny program admission if there is

reasonable cause to believe that an applicant family has engaged in activity prohibited by these guidelines.

These guidelines apply to applicant families, and any new members being added to the household of a family currently participating in a rental assistance program administered by the Housing Authority. The Housing Authority also screens families transferring into its jurisdiction from other housing authorities, as authorized at 24 CFR §982.355(c)(9) and §982.355(c)(10).

2.8.1 Drug Abuse and Criminal History Screening Standards [24 CFR §982.552(i) and §982.553(a)]

The Housing Authority will prohibit program admission to households if any household member is found to have engaged in activities listed in this screening standards section. Applicants convicted of an act listed in this section are ineligible to receive assistance. However, the Housing Authority will consider the household eligible for rental assistance if the household member who committed the criminal act will not be a part of the assisted household; as long as all other admission requirements are met. The family may be required to submit written certification that the ineligible family member(s) will not reside in and/or visit the household.

1. **Applicant(s) previously evicted from federally assisted housing for drug-related criminal activity.**

   The Housing Authority is required to deny admission to the applicant or any household member evicted from public housing, Indian housing, Section 23, or any federally assisted housing program because of a drug-related criminal activity for a 3-year period beginning on the date of such eviction. However, the Housing Authority may waive the 3-year probation period if the person who committed the drug-related crime has successfully completed an approved supervised drug rehabilitation program after the date of the eviction or if the circumstances leading to the eviction no longer exist (i.e. the individual responsible for the original eviction is imprisoned or is deceased).

2. **Applicant(s) convicted for the manufacture of methamphetamine on the premises of federally assisted housing.**

   The Housing Authority is required to deny admission if the applicant or any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

3. **Applicant(s) currently engaging in the illegal use of a drug.**

   The Housing Authority is required to deny admission to an applicant or any household member who the Housing Authority determines is currently engaging in illegal use of a drug.

   The Housing Authority is required to deny admission if the Housing Authority has reasonable cause to believe that there is a pattern of illegal use of a drug by the applicant or any household member and that this pattern may threaten the health, safety, or right to peaceful enjoyment of

the premises by others, regardless of whether the household member has been arrested or convicted.

The Housing Authority may approve admission if the person provides sufficient evidence that they are no longer engaging in illegal drug use and have successfully completed a supervised drug rehabilitation program.

4. **Applicant(s) subject to a lifetime sex offender registration requirement.**

   The Housing Authority is required to deny admission if the applicant or any household member is subject to lifetime registration as a sex offender under a state registration program, regardless of longevity of conviction or completion of any rehabilitative program.

5. **Applicant(s) with a pattern of alcohol abuse.**

   The Housing Authority is required to deny admission if the Housing Authority has reasonable cause to believe that there is a pattern of abuse of alcohol by the applicant or any household member and this pattern may threaten the health, safety, or peaceful enjoyment of the premises.

   The Housing Authority may approve admission if the person provides sufficient evidence that they are no longer engaging in the abuse of alcohol and has successfully completed a supervised alcohol rehabilitation program.

6. **Applicant(s) currently engaging in, or who have engaged in criminal activities.**

   The Housing Authority shall deny admission if the applicant or any household member has been convicted for **any** of the following activities, for a period of 3 years following the end of a conviction or incarceration (which ever is later), with no further arrest or convictions other than minor traffic violations:

   - Drug-related criminal activity;
   - Violent criminal activity (convicted perpetrators only);
   - Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; and
   - Other criminal activity which may threaten the health or safety of the owner or Housing Authority staff, contractor or subcontractors or vendors.
   - The Housing Authority may waive the 3-year period for drug-related criminal activity if the person provides sufficient evidence that they are no longer engaging in the illegal use of a controlled substance and have successfully completed a supervised drug rehabilitation program.

7. **Applicant(s) engaging in fraud or bribery associated with any federal housing program.**

The Housing Authority shall deny admission if the applicant or any household member has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program. The Housing Authority may make an exception in determining admission if the family member(s) who participated or were culpable for the action do not reside in the assisted unit.

2.8.2 Criminal Background Checks [24 CFR §982.552 – §982.553, §5.903 – §5.905]

The Housing Authority requests a criminal background check for all applicant household members (including live-in aides) 18 years of age and older. The criminal background check is used as a factor in screening applicants for criminal activities that would prohibit admission to the Housing Authority's Section 8 rental assistance programs.

All adult members of an applicant household must submit a signed Criminal Background Consent Form [24 CFR §5.903(b)], authorizing the release of criminal conviction records from law enforcement agencies. Failure to sign the consent form will result in the denial of assistance.

A criminal conviction alone may or may not result in the denial of assistance. Factors such as disclosure, completion of a drug or alcohol rehabilitative treatment program, type and longevity of the conviction may also be taken into consideration.

The Housing Authority is additionally authorized by HUD to obtain access to sex offender registration information, in order to prevent program admission to any household member (including live-in aides and minors) subject to a lifetime sex offender registration under a State sex offender registration program.

2.8.3 Requests for Criminal Records by Owners of Covered Housing for the Purposes of Screening [24 CFR §5.903(d)]

Owners of covered housing may request that the Housing Authority obtain criminal records, on their behalf, for the purpose of screening applicants. The Housing Authority will charge a fee in order to cover costs associated with the review of criminal records. These costs could include fees charged to the Housing Authority by the law enforcement agency and the Housing Authority's own related staff and administrative cost.

Owners must submit the following items in order for the Housing Authority to process criminal records. Owner requests must include:

1. A copy of a signed consent form from each adult household members, age 18 years and older. Included in the consent form must be a legible name, the date of birth, a California Identification Number, and a Social Security number. This information will be used for the sole purpose of distinguishing persons with similar names or birth dates.
2. An owner's criteria or standards for prohibiting admission of drug criminals in accordance with HUD regulations (§ 5.854 of 24 CFR Parts 5

et al.), and for prohibiting admission of other criminals (§ 5.855 of 24 CFR Parts 5 et al.).

Once the Housing Authority obtains criminal records, a determination will be made as to whether a criminal act, as shown by a criminal record, can be used as a basis for applicant screening. The Housing Authority will base its determination in accordance with HUD regulations and the owner criteria. If the owner's criteria conflicts with HUD regulations, the regulations will have precedence.

It is important to note that the Housing Authority will not disclose the applicant's criminal conviction record or the content of that record to the owner.

2.8.4 Request for Criminal Records by Section 8 Project-Based Owners for the Purposes of Lease Enforcement or Eviction

Section 8 project-based owners may request that the public housing agency in the location of the project obtain criminal conviction records of a household member on behalf of the owner for the purpose of lease enforcement or eviction. The owner's request must include the following:

1. A copy of the consent form, signed by the household member, and
2. The owner's standards for lease enforcement and evicting due to criminal activity by members of a household.

2.8.5 Confidentiality of Criminal Records [24 CFR §5.903(g)]

Criminal records received by the Housing Authority are maintained confidentially, not misused, nor improperly disseminated and kept locked during non-business hours. All criminal records will be destroyed no later than 30 calendar days after a final determination is made.

2.8.6 Disclosure of Criminal Records to Family

The applicant or family member requesting to be added to the household will be provided with a copy of the criminal record upon request and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal review. Participants may contest such records at an informal hearing [24 CFR §982.553(d)].

2.8.7 Explanations and Terms [24 CFR §5.100]

The following terms are used to determine eligibility when an applicant or a family member is added to an already assisted household and is undergoing a criminal background check.

- ❑ "Covered housing" includes public housing, project-based assistance under Section 8 (including new construction and substantial rehabilitation projects), and tenant-based assistance under Section 8.
- ❑ "Drug" means a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

- ❑ "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute or use the drug.
- ❑ "Pattern" is defined as the use of a controlled substance or alcohol if there is more than one incident during the previous 12 months. "Incident" includes but is not limited to arrests, convictions, no contest pleas, fines, and city ordinance violations.
- ❑ "Premises" is the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.
- ❑ "Sufficient evidence" may include all or a number of personal certification along with supporting documentation from the following sources 1) probation officer; 2) landlord; 3) neighbors; 4) social service workers; 5) review of verified criminal records.
- ❑ "Violent criminal activity" means 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. Violent criminal activity also includes activity within the family, such as during domestic disputes.

2.9 OTHER CRITERIA FOR ADMISSION [24 CFR §982.552(c)]

The Housing Authority is authorized to apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program.

1. The family, or any household member, must not have violated any family obligations during a previous participation in a federally assisted housing program. The Housing Authority will review situations, on a case-by-case basis, for violations that are more than 5 years old.
2. The family, or any household member, must not have engaged in serious lease violations while a resident of federally assisted housing or within the past 5 years been evicted from a federally assisted housing program.
3. The family, or any household member, must not be a past participant of any Section 8 or public housing program who has failed to satisfy liability for rent, damages or other amounts to the Housing Authority or another public housing agency, including amounts paid under a HAP contract to an owner for rent, damages, or other amounts owed by the family under the lease.
    - On a case-by-case basis, the Housing Authority may provide the applicant the opportunity to repay any such debt in full as a condition of admissions. The Housing Authority will not enter into a repayment agreement for this purpose.
4. No family household member may have engaged in or threaten abusive or violent behavior toward Housing Authority personnel.
    - "Abusive or violent behavior" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered

insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial of admission.

- "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- Actual physical abuse or violence will always be cause for denial.

5. The family, or any household member, must not supply false, inaccurate or incomplete information on any application for federal housing programs, including public housing and Section 8. The family may be denied for a period not to exceed 2 years from the date of such a determination by the Housing Authority that information which was provided was false, inaccurate or incomplete, provided that no further cause for denial exists [24 CFR §982.552(c)(2)(i)].

2.10 SUITABILITY OF FAMILY [24 CFR §982.307(a)(2)]

The Housing Authority may take into consideration any admission criteria listed in this chapter in order to screen applicants for program eligibility; however, it is the owner's responsibility to screen applicants for family behavior and suitability for tenancy.

The Housing Authority will assist and advise applicants on how to file a compliant if they have been discriminated against by an owner.

2.11 DENYING ADMISSION TO INELIGIBLE FAMILIES [24 CFR §982.201(F)(1) AND §982.552(A)(2)]

Denial of assistance for an applicant family may include denying placement on the waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; and refusing to process or provide assistance under portability procedures.

Families from the waiting list who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review if they do not agree with the decision. This policy also applies to incoming families from other housing authorities that have not yet received assistance in the Housing Authority's jurisdiction. Please refer to Chapter 16 for more information on the informal review process.

CHAPTER 3:
ADMINISTRATION OF THE WAITING LIST

3.1 INTRODUCTION
[24 CFR §982.54(d)(1)]

This chapter describes the policies and procedures that govern the initial application, placement and denial of placement on the Housing Authority's waiting list. It is the Housing Authority's objective to ensure that the families are placed on the waiting list in the proper order so that an offer of assistance is not delayed to any family, or made to any family prematurely.

By maintaining an accurate waiting list, the Housing Authority will be able to perform the activities, which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

3.2 HOW TO REGISTER

Interested persons may apply online at www.hacola.org, or by calling the Housing Authority's special application telephone number.

3.2.1 Preliminary Registration Waiting List
[24 CFR §982.204(b)]

All families wishing to receive rental assistance through a Housing Authority rental assistance program are initially placed on the Preliminary Registration Waiting List. This is essentially an interest list. Families are placed on the Preliminary Registration Waiting List according to the date and time of their registration. Preliminary information regarding the family's address, income, family composition, and disability status is collected. However, this information is not verified until the family is placed on the Active Waiting List. Applicants receive a confirmation letter that their name has been placed on the Preliminary Registration Waiting List.

3.2.2 Active Waiting List

When the Housing Authority determines that there is sufficient funding to issue additional vouchers, a pool of potential new applicants is drawn from the Preliminary Registration Waiting List. Families move onto the Active Waiting List according to the date and time of their registration. Once a family has been placed on the Active Waiting List, they will be asked to complete an application and provide all the necessary income and eligibility forms. At this point, all information will be confirmed through a third-party. Families must meet all admissions requirements to be issued a voucher.

3.2.3 Change in Circumstances
[24 CFR §982.204(b)]

Applicants are required to notify the Housing Authority in writing, within 30 calendar days, when their circumstances change, including any change of address, income or family composition.

3.3 APPLYING FOR SPECIAL PROGRAMS AND NON-HOUSING CHOICE VOUCHER PROGRAMS

To see a list of special programs, other non-Housing Choice Voucher Programs and the eligibility process, please refer to Chapter 18 (Special Programs).

3.4 SPECIAL ADMISSIONS

Applicants admitted under special admissions, rather than from the waiting list, are identified by codes in the automated system and are not maintained on separate lists.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes in the automated system and are not maintained on separate waiting lists.

3.4.1 Exceptions for Special Admissions [24 CFR §982.203]

If HUD awards the Housing Authority program funding that is targeted for specifically named families, the Housing Authority will admit these families under a special admission procedure. Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. They are not counted in the limit on non-Federal preference admissions. The Housing Authority maintains separate records of these admissions. The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

1. A family displaced because of demolition or disposition of a public or Indian housing project;
2. A family residing in a multifamily rental housing project when HUD sells forecloses or demolishes the project;
3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
4. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the contract term; and
5. A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

3.4.2 Criminal Background Checks

Program applicants for all voluntary set-aside programs will require criminal background checks. Applicants for the Shelter Plus Care program will not be required to undergo criminal background checks. For more specific information on the applicant screening standards used by the Housing Authority when reviewing criminal records, please refer to Section 2.8 (Screening for Drug Abuse and Other Criminal Activity).

3.5 OPENING AND CLOSING THE WAITING LIST [24 CFR §982.206]

The Housing Authority has maintained a continuously open waiting list, and for the foreseeable future plans to continue this process indefinitely. However, should it become necessary to close and then reopen the waiting list, the Housing Authority will comply with the policies outlined in this chapter.

3.5.1 Opening the Waiting List [24 CFR §982.206(a)]

When the Housing Authority opens its waiting list, it will give public notice by advertising in the following newspapers, minority publications, and media entities.

- Los Angeles Times
- La Opinion
- The Daily News
- International Daily News
- L.A. Sentinel
- Long Beach Press Telegram
- Eastern Group Publications
- The Wave
- The Daily Breeze

The Housing Authority's public notice will contain:

- The dates, times, and locations where families may apply;
- The programs for which applications will be taken;
- A brief description of the program(s);
- A statement that public housing residents must submit a separate application if they want to apply to a rental assistance program;
- Any limitations on who may apply; and
- The Fair Housing Logo.

The notice will provide potential applicants with information that includes the Housing Authority's telephone number, website address, location address, information on eligibility requirements, and the availability of local preferences, if applicable. The notice will be made in an accessible format to persons with disabilities if requested.

Additional time for submission of an application after the stated deadline will be given as a reasonable accommodation at the request of a person with a disability.

3.5.2 Criteria Defining Who May Apply [24 CFR §982.206(b)(1)]

Upon opening the waiting list, the Housing Authority will disclose the criteria defining what families may apply for assistance under a public notice.

If there are sufficient applications from elderly families, disabled families, and displaced singles, applications will not be accepted from other singles.

3.5.3 Closing the Waiting List [24 CFR §982.206(c)]

Should it become necessary to close the waiting list, the Housing Authority will use the same advertising methods described above.

Notification of impending closure will be provided to the public for a minimum of 30 calendar days.

3.6 TIME OF SELECTION [24 CFR §982.204(d)]

When funding is available, families will be selected from the waiting list based on the date and time of registration.

If the Housing Authority ever has insufficient funds to subsidize the unit size of the family at the top of the waiting list, the Housing Authority will not admit any other applicant until funding is available for the first applicant.

However, families may be skipped over to meet HUD-mandated income targeting requirements [24 CFR §982.201(b)]. See Section 2.4 (Income Limitations) for details.

3.7 CROSS-LISTING OF PUBLIC HOUSING AND SECTION 8 WAITING LISTS [24 CFR §982.205(a)]

The Housing Authority does not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the Housing Authority must offer to place the family on the Section 8 waiting list. If the public housing waiting list is open at the time an applicant applies for Section 8 rental assistance, the Housing Authority must offer to place the family on the public housing waiting list.

3.8 REMOVING APPLICANTS FROM THE WAITING LIST AND PURGING [24 CFR §982.204(c) and §982.201(f)(1)]

The Housing Authority is authorized to remove names of applicants who do not respond to requests for information or updates. An applicant who fails to respond to a Housing Authority mailing within the time frame indicated will be removed from the waiting list. An extension may be considered an accommodation if requested in advance by a person with a disability.

If a letter is returned by the Post Office, the applicant will be removed without further notice. The envelope and letter will be maintained in the file.

This policy applies to purging, in which a request for current information and confirmation of continued interest is mailed to all applicants, to ensure that the waiting list is current and accurate.

Notices will be made available in accessible format upon the request of a person with a disability.

Applicants who are removed from the waiting list for failure to respond are not entitled to reinstatement on the waiting list, unless:

- The Housing Authority verifies a family/health/work emergency, or
- The applicant failed to respond because of a family member's disability.

Periodically, registrants will call to check their status on the waiting list and learn that they have been cancelled because mail was returned undeliverable. In extenuating circumstances, such as a long-term illness, or other family emergency, the registrant may be reinstated. However, the registrant must be able to provide documentation of the circumstances. Such requests will be reviewed and approved (or denied) on a case-by-case basis by the Applications and Eligibility Unit Supervisor.

3.9 APPLICATION POOL

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

1. The application will be a permanent file;
2. Applications equal in preference will be maintained by date and time; and
3. All applicants must meet eligibility requirements outlined in Chapter 2 (Admission Eligibility Factors and Applicant Requirements).

Chapter 4:
ADMISSION PROCESS
(APPLICANTS)

4.1 INTRODUCTION

The policies outlined in this chapter are intended to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply. The primary purpose of the intake function is to gather information about the family so that an accurate, fair, and timely decision relative to the family's eligibility may be made. As such, applicants are placed on the waiting list in accordance with this plan.

4.2 APPLICATION PROCEDURES [24 CFR §982.204(c)]

Once the applicant is transferred from the Preliminary Registration Waiting List to the Active Waiting List, an application will be mailed to the applicant. The application is due back within 10 calendar days from the date it was mailed. If the application is returned undeliverable, the applicant will be cancelled from the waiting list.

Once an application is returned, the information provided by the applicant will be used to determine if the applicant is eligible for a tenant selection preference, and used to help the Housing Authority determine which income forms the applicant must complete.

If an applicant is ineligible based on the information provided on the application, or because they fail to return the documents by the due date, the applicant will be provided written notice of the reason for their disqualification and their right to request an informal review.

The application may capture the following information:

- Name of adult members and age of all members;
- Sex and relationship of all members;
- Street address and phone number;
- Mailing address;
- Amount(s) and source(s) of income received by household members;
- Information regarding disabilities relating to program requirements;
- Information related to qualification for preference(s);
- Social Security numbers;
- Race/ethnicity;
- Citizenship/eligible immigration status;
- Convictions for drug-related or violent criminal activity;
- Request for specific accommodation(s) needed to fully utilize program and services;

- Previous address;
- Current and previous landlords' names and addresses;
- Emergency contact person and address; and
- Program integrity questions regarding previous participation in HUD programs.

Applicants are required to inform the Housing Authority in writing within 30 calendar days of effective date of any changes in family composition, income, and address, as well as any changes in their preference status. Applicants must also comply with requests from the Housing Authority to update information.

4.2.1 Interview Sessions/Mailings

The Housing Authority will use both mailing and interview sessions to obtain income, asset and family composition information from applicants.

4.2.2 Request for Information via Mail

During times of high activity, the Housing Authority will mail income and asset forms to applicants. Applicants will be given 10 calendar days to complete and return all required forms. If forms are not returned in a timely manner, the applicant will receive a final notice. The final notice will provide an additional 5-day grace period. If the required forms are not returned, as specified, the application will be cancelled. The Housing Authority will provide additional time, with appropriate documentation, as a reasonable accommodation and in special circumstances such as an illness and/or death in the family.

4.2.3 Application Interview Process

During times for regular activity (average volume), the Housing Authority utilizes a full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the applicant, and to ensure that the information is complete.

Applicants are given two opportunities to attend an interview session. If the applicant does not respond to the second invitation, the application is cancelled. Housing Authority will allow for a third interview appointment as a reasonable accommodation and in special circumstances such as illness. An applicant may also request that the Housing Authority assign someone to conduct the interview at the applicant's home, as a reasonable accommodation.

All applicants must complete the following requirements [24 CFR §982.551(b)(1)(iii)].

1. At minimum, the head of household must attend the interview. The Housing Authority requests that all adult members of the applicant family attend when possible. This assures that all members receive information regarding their obligations and allows the Housing Authority to obtain signatures on critical documents quicker.

2. All adult members of the applicant family must sign the HUD-9886 Form (Authorization for the Release of Information), and all supplemental forms required by Housing Authority.
3. Citizen declaration forms must be completed for all applicant family members, regardless of age.
4. All adult members of the applicant family must complete and sign a Criminal Background Consent/Acknowledgment Form.
5. Identification information for all members of the applicant family such as birth certificates, valid driver's licenses or State (Department of Motor Vehicles) ID cards, whichever is applicable based on the age of the family member, must be submitted for all members of the household regardless of age.

Information provided by the applicant will be verified, including citizenship status, full-time student status and other factors related to preferences, eligibility and rent calculation. Verifications must not be older than 60 calendar days old at the time of issuance.

If they are requested, exceptions for any of the above listed items will be reviewed on a case-by-case basis. Exceptions will be granted based upon hardship. Reasonable accommodations will be made for persons with disabilities. In these cases, a designee will be allowed to provide some information, but only with permission of the person with a disability.

Under both processes, all local preferences claimed on the application while the family is on the waiting list will be verified. Preference is based on current status, so the qualifications for preference must exist at the time the preference is verified, regardless of the length of time an applicant has been on the waiting list.

4.2.4 Secondary Reviews/Credit Reports [24 CFR §982.551(b)(1)]

Before issuing vouchers to applicant families, the Housing Authority requests a credit report for a random sample of new applicant families, as detailed in Section 1.12 (Monitoring Program Performance). Of the randomly selected families, all adults (persons 18 years of age and older) who will reside in the assisted household will have their credit report reviewed by the Housing Authority. Applicants claiming that they have zero income will automatically undergo a credit review.

The information contained in the credit report will be used to confirm the information provided by the family. Specifically, the credit report will be used to confirm:

- **Employment**: A credit report will list any employers that the applicant has listed in any recent credit applications. If the credit report reveals employment, for any adult household member, within the last 12 months that was not disclosed, the family will be asked to provide additional documents to clear up the discrepancy. Failure to disclose current employment may result in cancellation of the family's application.

- **Aliases**: A credit report can provide information on other names that have been used for the purposes of obtaining credit. Common reasons for use of other names include a recent marriage or a divorce. If an alias has not been disclosed to the Housing Authority, the family will be asked to provide additional evidence of the legal identity of adult family members.
- **Current and previous addresses**: A credit report can provide a history of where the family has lived. This is particularly important because the Housing Authority provides a residency preference. If the family has provided one address to the Housing Authority and the credit report indicates a different address, the family will be asked to provide additional proof of residency. This may include a history of utility bills, bank statements, school enrollment records for children, credit card statements or other relevant documents. Failure to provide adequate proof will result in the denial of a residency preference.
- **Credit card and loan payments**: A credit report will usually include a list of the family's financial obligations. Examples of the items that may show up include car loans, mortgage loans, student loans and credit card payments. The Housing Authority will review this information to confirm the income and asset information provided by the family. If the family's current financial obligations (total amount of current monthly payments) exceed the amount of income reported by the family, the Housing Authority will ask the family to disclose how they are currently meeting their financial obligations. Accounts that have been charged off or significantly delinquent are not included in this calculation. Failure to provide adequate proof of income will result in termination of the application.
- **Multiple Social Security numbers**: A credit report may list multiple Social Security numbers if an adult family member has used different Social Security numbers to obtain credit. If the credit report information does not match the information provided by an adult member of the family, the family member will be required to obtain written confirmation of the Social Security number that was issued to him/her from the Social Security Administration.

A family will not be issued a voucher until all discrepancies between the information provided by the applicant family, and the information contained in the credit report have been cleared by the applicant family.

When discrepancies are found, the family will be contacted by telephone or by mail. In most cases, the family will be allowed a maximum of 10 calendar days to provide the additional documentation. On a case-by-case basis, as a reasonable accommodation, the family may be granted additional time. If additional time is granted, the family will receive a letter confirming the new deadline. No additional extension will be granted thereafter.

When the credit report reveals multiple discrepancies that are not easily communicated over the telephone, the Housing Authority will set up a face-to-face interview with the applicant. The Housing Authority will schedule up to two interview appointments. An additional interview may be scheduled as a reasonable accommodation. Failure to appear at the interview session will result in cancellation of the application.

Additionally, failure to provide the necessary information will result in cancellation of the application.

4.3 LOCAL PREFERENCES [24 CFR §982.207]

The Housing Authority will apply a system of local preferences in determining admissions for the program. All preferences will be subject to the availability of funds and all applicants will be required to meet all eligibility requirements. In accordance with California Health and Safety Code §34322.2, the Housing Authority will give priority to families of veterans and members of the armed forces in each of the categories below. Local preferences are weighted highest to lowest, in the following order:

1. **Set-Aside, Targeted, and Special Programs :** Families who qualify for Set-Aside, Targeted, or Special Programs administered by the Housing Authority will be admitted before all other eligible registrants or applicants on the waiting list. Referral may be made by County agencies with a contract or Memorandum of Understanding in place, or by contracted CBO's up to and not to exceed the number of vouchers specified in the contract.
2. Families previously assisted by the Housing Authority whose assistance was terminated due to insufficient funding.
3. **Jurisdictional Preference**: Families who live and/or work in the Housing Authority's jurisdiction will be admitted before families outside of the Housing Authority's jurisdiction.
4. These preferences are subject to the approval of the Executive Director:
    - **Victims of Declared Disasters**: An admissions preference may be given to bona fide victims of declared disasters, whether due to natural calamity (e.g. earthquake), civil disturbance, or other causes recognized by the federal government. Victims must provide documentation to receive an admissions preference. Admissions preference may only be given within the allotted timeframe established by the federal government. If HUD provides specific funding, the Housing Authority will not exceed the allocated amount.
    - **Displacement Due to Government Actions:** Families or individuals who are certified as displaced due to the action of a federal government agency or local government agencies may be given an admissions preference.
    - **Referrals from law enforcement agencies:** The Housing Authority may distribute application forms and may issue a voucher to families or single persons that are referred by law enforcement agencies. The types of referrals that will be considered include, but are not limited to:
        - Victims of domestic violence,
        - Involuntarily displaced to avoid reprisals, or
        - Displaced due to being a victim of a hate crime.

Law enforcement referrals must be made in writing, on law enforcement agency letterhead, and signed by the requesting officer and his or her immediate supervisor. Eligibility, including background checks will be confirmed for all members.

5. **Date and Time of Registration**: When the family placed their name on the Section 8 Preliminary Registration Waiting List.

6. **Other preferences**:

   - Elderly and permanently disabled families as defined in Chapter 2, Section 2.3 (Family Composition).

Treatment of Single Applicants: All families with children, elderly families, and disabled families will have an admission preference over "Other Singles."

4.3.1 Verification of Preferences [24 CFR §982.207(b)]

Residency Preference: For families who are residing in the Housing Authority's jurisdiction, or have at least one adult member who works or has been hired to work in the Housing Authority's jurisdiction.

- In order to verify that an applicant is a resident, the Housing Authority will require documentation of residency as shown by the following documents: current rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses or credit reports.
- In cases where the family's head of household or spouse works or has been hired to work in the Housing Authority's jurisdiction, a statement from the employer will be required.

Veteran's Preference: Acceptable documentation regarding veteran's status will include a DD-214 (discharge documents), proof of receipt of veteran's benefits, or documentation from the Veteran's Administration.

4.3.2 Final Verification of Preferences [24 CFR §982.207(e)]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the Housing Authority will obtain necessary verifications of preference at the interview and by third-party verification.

4.3.3 Preference Denial

If the Housing Authority denies a preference, the Housing Authority will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. If the preference denial is upheld as a result of the informal review, 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.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, or for any other reason, they will be removed from the waiting list.

4.4 DENIAL OF ASSISTANCE [24 CFR §982.204(c)(1) and §982.204(f)(1) §982.552]

If an application is denied due to failure to attend the initial and final interviews, or for failure to provide eligibility related information, the applicant family will be notified in writing and offered an opportunity to request an informal review. If the applicant misses two scheduled meetings, the Housing Authority will cancel the application and remove the applicant's name from the waiting list.

The Housing Authority may at any time deny program assistance to an applicant family because of actions or failure to act by members of the family such as any member of the family to sign and submit consent forms for obtaining information.

The Housing Authority will not deny admission of an applicant who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant otherwise qualifies for admission.

4.5 FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY [24 CFR §982.301]

If the applicant family is determined to be eligible after all applicable paperwork has been reviewed, they will be invited to attend a briefing session at which time they will receive information regarding their rights and responsibilities and they will be issued a voucher. See Chapter 8 (Voucher Issuance and Briefings) for more detail information.

CHAPTER 5:
SUBSIDY STANDARDS
(APPLICANTS AND PARTICIPANTS)

5.1 INTRODUCTION
[24 CFR §982.402(A)]

Program regulations require that the Housing Authority establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. Such standards must provide for a minimum commitment of subsidy while avoiding overcrowding. The standards in determining the voucher size must be within the minimum unit size requirements of HUD's Housing Quality Standards (HQS).

This chapter lays out the factors used in determining the voucher size issued to a family initially and when there is a move to a new unit, as well as the Housing Authority's procedures for handling changes in family size, selection of unit size that are different from the voucher size and requests for waivers.

5.2 DETERMINATION OF VOUCHER SIZE
[24 CFR §982.402]

Subsidy standards and determination of voucher bedroom size are based upon the number of family members who will reside in the assisted dwelling unit. All standards in this section relate to the number of bedrooms on the voucher, not the family's actual living arrangements.

The unit size on the voucher remains the same as long as the family composition remains the same.

As required by HUD, the Housing Authority's subsidy standards for determining voucher size shall provide for the smallest number of bedrooms needed to house a family without overcrowding. They will be applied consistently for all families of like size and composition, in a manner consistent with fair housing guidelines and HQS.

In accordance with HUD regulations, the unit size designated on the voucher should be assigned using the following Housing Authority subsidy standards, which are based on two persons per bedroom:

Number of Household Members	Number of Bedrooms
1-2	**1- bedroom**
3-4	**2- bedroom**
5-6	**3- bedroom**
7-8	**4- bedroom**
9-10	**5- bedroom**
11-12	**6- bedroom**

1. At issuance, the bedroom size assigned should not require more than two persons to occupy the same bedroom. The family may choose and live within a suitable unit in any grouping that is acceptable to the family, including using the living room for sleeping purposes.
2. Every family member is to be counted as a person in determining the family unit size [24 CFR §982.402(a)(4)-(6)]. Under this definition, family members include the unborn child of a pregnant woman; any live-in aides (approved by the Housing Authority to reside in the unit to care for a family member who is disabled or is at least 50 years of age); and a child who is temporarily away from the home because of placement in foster care. A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.

   Note: An approved live-in aide is counted in determining the voucher size. There is no waiver or exception to the subsidy standards unless otherwise specified.
3. An additional bedroom may be assigned if approved under a waiver by the Housing Authority (see Section 5.3 below).
4. If the family decides to move, the Housing Authority will issue a voucher based on the family's current composition.

5.2.1 Maximum Unit Occupancy

In cases where an additional person(s) joins the family and the family will continue to occupy the same rental unit, i.e. no move is involved, the Housing Authority may require the family to use the living room for sleeping purposes for no more than one person provided that the unit meets other HQS.

Changes to household composition must be made according to Housing Authority policy detailed in Section 12.5 (Changes in Family Composition).

The maximum occupancy as determined by the Housing Authority is as follows:

Number of Bedrooms	Maximum Occupancy
1- bedroom	**3**
2- bedroom	**5**
3- bedroom	**7**
4- bedroom	**9**
5- bedroom	**11**
6- bedroom	**13**

The Housing Authority will not increase the family's voucher size due to additions where the family will continue to occupy the same unit, unless the addition creates an overcrowding situation for the family.

The family may be required to move into a larger size dwelling unit if the Housing Authority determines that the family is overcrowded.

5.3 OCCUPANCY STANDARDS WAIVER [24 CFR §982.402(b)(8)]

The standards discussed above should apply to the vast majority of assisted families. However, in some cases, the Housing Authority may grant exceptions to the subsidy standards. Examples of possible exceptions that may be justified include but are not limited to:

1. The health of a family member.
2. A reasonable accommodation to a disability.

Requests based on health related reasons must be verified, in writing, by a doctor or other medical professional. The request must specify the reason for the request and how providing a larger bedroom size would improve or accommodate the medical condition.

A Unit Supervisor who has not been involved in the initial determination will review the request, any prior determination and make a decision based on the specifics of the individual case (on a case-by-case basis). After the decision is made, a letter notifying the applicant or participant of the decision regarding the waiver will be sent by the reviewing supervisor.

To request a larger voucher size than indicated by the subsidy standards for any other reason, the family must submit a written request within 15 calendar days of the Housing Authority's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

5.4 EXCEPTIONS FOR FOSTER CHILDREN [24 CFR §982.402(b)(4)]

Exceptions will be made to accommodate foster children. The Los Angeles County Department of Family and Children Services (DCFS) has very specific housing guidelines that must be meet by foster families. In order to assure that foster children are able to remain with designated Section 8 foster families, the Housing Authority will utilize the guidelines published by the Los Angeles County DCFS, or specified in a court order, in situations involving foster children.

5.5 FLEXIBILITY OF UNIT SIZE ACTUALLY SELECTED [24 CFR §982.402(d)]

The family may select a dwelling unit with a different size than that listed on the voucher:

- ❑ Larger than the voucher size: The Housing Authority shall not prohibit a family from renting an otherwise acceptable unit because it is too large for the family, provided that the rent for the unit is comparable and the family's total rent contribution (rent to the owner plus any applicable utility costs) does not exceed 40 percent of the family's adjusted monthly income (applies only if the gross rent for the unit exceeds the payment standard).
- ❑ Smaller than the voucher size: The Housing Authority will allow families to request a waiver to rent an otherwise acceptable unit with fewer bedrooms than the voucher size, if the unit does not exceed maximum unit occupancy requirements.

5.5.1 Calculating Assistance for a Different Unit Size

To determine the family's maximum rent subsidy, the Housing Authority uses the payment standard for the voucher size or the selected unit size, whichever is lower [24 CFR §982.402(c)].

The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher [24 CFR § 982.517(d)].

CHAPTER 6:
DETERMINING THE TOTAL TENANT PAYMENT AND HOUSING AUTHORITY ABSENCE POLICY
(APPLICANTS AND PARTICIPANTS)

6.1 INTRODUCTION

This chapter explains how the Total Tenant Payment (TTP) is calculated at admission and during annual re-examinations. It covers Housing Authority and HUD standards used to calculate income inclusions and deductions.

This chapter also provides the Housing Authority's definition of absence of household members and explains how the presence or absence of household members can affect the TTP.

The policies outlined in this chapter address those areas, which allow the Housing Authority discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

6.2 INCOME DEFINITIONS

- **Total Tenant Payment (TTP)**: TTP is calculated for each household based on family income. It is used to determine the tenant contribution toward rent. The TTP is affected by who is included in the family composition. Accurate calculation of annual income and adjusted income ensures that families do not pay more or less for rent than obligated and required by the regulations.
- **Income**: The Housing Authority will include income from all sources, unless otherwise specifically exempted [24 CFR §5.609(c)] through program regulations, for the purposes of calculating the TTP. In accordance with this definition, income from all sources of each member of the household is counted.
- **Annual Income [24 CFR §5.609(a)]**: The gross amount of income anticipated to be received by the family during the 12 months after certification or re-examination. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.
- **Adjusted Income [24 CFR §5.611]**: The annual income minus any HUD allowable deductions.

6.3 INCOME DEDUCTIONS [24 CFR §5.611(a)]

The following deductions will be applied in the TTP calculation:

- **Dependent Allowance**: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled. This allowance does not apply to foster children.

- **Elderly Family or Disabled Family Allowance**: $400 for families whose head or spouse is 62 or over or disabled.
- **Childcare Expenses**: Deducted for children under 13, including foster children, when childcare is necessary to allow an adult member to work, search for work, or attend school (see below for details).
- **Allowable Medical Expenses**: Deducted for unreimbursed medical expenses for members of any elderly family or disabled family.
- **Attendant Care and Auxiliary Apparatus Expenses**: Deducted for persons with disabilities if needed to enable the individual or an adult family member to work.

6.3.1 Childcare Expenses [24 CFR §5.603(d) and 24 CFR §5.611(e)]

Childcare expenses for children under 13 years of age may be deducted from annual income if they enable an adult to work, search for work, or attend school full time.

In the case of a child attending school, only care during non-school hours can be counted as childcare expenses.

Families will be given a childcare allowance based on the following guidelines:

- **Childcare to Work**: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- **Childcare to Search for Work**: Childcare expenses cannot exceed the current amount of income received.
- **Childcare for School**: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).
- **Amount of Expense**: The Housing Authority will determine local average costs as a guideline. If the hourly rate materially exceeds the guideline, the Housing Authority may calculate the allowance using the guideline.

6.3.2 Medical Expenses [24 CFR §5.611(d)(1)]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

The Housing Authority will allow as medical expense the actual out-of-pocket amounts which are owed and anticipated to be paid by the family during the re-examination period. Expenses from the previous year may be analyzed to determine the amount to anticipate when other verification is not available.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

6.4 INCOME INCLUSIONS AND EXCLUSIONS

6.4.1 Income Inclusions [24 CFR §5.609(b)]

The Housing Authority considers the following to be included in the family's annual income, as required by HUD:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see paragraph (13) under Income Exclusions);

(5) Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay (but see paragraph (3) under Income Exclusions);

(6) Welfare Assistance.

a. Welfare assistance received by the household.

b. The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement.

c. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustments by the

welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare income to be included as income shall consist of:

(i) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(ii) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

Regular Contributions and Gifts [24 CFR §5.609(b)(7)]

Any contribution or gift received every 3 months or more frequently will be considered a "regular" contribution or gift. This includes payments made on behalf of the family such as payments for a car, credit card bills, rent and/or utility bills and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

If the family's expenses exceed its known income, the Housing Authority will question the family about contributions and gifts. If the family indicated that it is able to meet the extra expenses due to gifts or contributions from persons outside the household, the amount provided will be included in the family's TTP.

Alimony and Child Support [24 CFR §5.609(b)(7)]

If the amount of child support or alimony received is less than the amount awarded by the court, the Housing Authority must use the amount awarded by the court unless the family can verify that they are not receiving the full amount. Acceptable verification in such cases may include:

1. Verification from the agency responsible for enforcement or collection, and
2. 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 a certified copy of the divorce decree.

Effective January 4, 2005, families are required to register with the Los Angeles County Child Support Services Department to facilitate child support income for dependent children.

(8) All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit (but see paragraph (7) under Income Exclusions).

(9) Any financial assistance, in excess of amounts received for tuition, that an individual received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For the purpose of determining income, loan proceeds are not considered "financial assistance".

6.4.2 Income Exclusions [24 CFR §5.609(c)]

The Housing Authority considers the following to be excluded from the family's annual income, as required by HUD:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);

Benefits received through the Kin GAP program, a California program designed specifically for foster children who have been place in the home of a relative are considered foster care and should be excluded.

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (but see paragraph (5) under Income Inclusions);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide (as defined by regulation);

(6) Subject to paragraph (9) in Income Inclusions, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8) (a) Amounts received under training programs funded by HUD;

(b) Amounts received by a person with disabilities 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);

(c) 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;

(d) A resident service stipend. This is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and 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; or

(e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

(9) Temporary, nonrecurring, or sporadic income (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (Notice PIH 2000-1).

(10) Reparations 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;

(11) Earnings in excess of $480 for each full-time student 18 years or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of $480 per adopted child;

(13) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;

(14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(15) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and

(16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. A notice will be published in the Federal Register and distributed to PHAs identifying the benefits that qualify for this exclusion. Updates will be distributed when necessary. The following is a list of income sources that qualify for that exclusion:

a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));

b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);

h) The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

(17) Earned Income Disallowance for persons with disabilities [24CFR5.617]

(a) Initial 12-Month Exclusion [24CFR5.617(C)(1)]

(b) Second 12-Month Exclusion and Phase-In [24CFR5.617(C)2)

(c) Maximum 4-Year Disallowance [24 CFR 5.617(c)(3)]

(18) Medicare Prescription Drug Plan

6.4.3 Earned Income Disallowance [24 CFR §5.617]

When determining the annual income of a participant family that includes persons with disabilities, the determination must exclude an increase in annual income due to any of the following events:

1. Employment by a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment.
   - A previously unemployed person is defined as a person who in the 12 months prior to employment has earned no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
2. An increase in income by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency program or other job-training program.
   - An economic self-sufficiency program is any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families.
3. New employment or increased earnings by a family member who is a person with disabilities and who has received TANF benefits or services within the past 6 months.
   - If TANF is received in the form of monthly monetary maintenance, there is no minimum amount that must be received to be considered a participant in TANF.

- If TANF is received in the form of one-time payments, wage subsidies and transportation assistance that add up to at least $500 over a 6-month period, they would meet this requirement.

6.4.4 Earned Income Disallowance Exclusion Time Periods [24 CFR §5.617(c)]

- **Initial 12-Month Exclusion**: During the initial 12-month exclusion period, the full amount of the increase in income due to employment or increase earnings is excluded. This exclusion extends for 12 cumulative months and the months do not have to be consecutive.
- **Second 12-Cumulative Months**: During the second 12-month exclusion and phase-in period, the exclusion is reduced to half, or 50 percent, of the increase in income due to employment or increased earnings. This second 12-month exclusion period begins after the full 12 months of the full exclusion has been used and the months do not have to be consecutive.
- **4-Year Lifetime Limit**: A participant has a total lifetime limit of 48 consecutive months that begins once the initial exclusion is given after the qualifying event. No exclusion should be given after the lifetime limit has been reached.

6.5 FAMILY ASSETS [24 CFR §5.603(b)]

6.5.1 Included Assets

(1) Amounts in savings and checking accounts.

(2) Stocks, bonds, savings certificates, money market funds and other investment accounts.

(3) Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the assets and reasonable costs (such as broker fees) that would be incurred in selling the assets.

(4) The cash value of trusts that may be withdrawn by the family.

(5) IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty.

(6) Some contributions to company retirement/pension funds.

Contributions to company retirement/pension funds are handled as follows:

1. While an individual is employed, include as assets only amounts the family can withdraw without retiring or terminating employment.
2. After retirement or termination of employment, include any amount the individual elects to receive as a lump sum.

(7) Assets, which although owned by more than one person, allow unrestricted access by the applicant.

(8) Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.

Lump-sum additions to family assets, such as inheritances, insurance payments (including lump-sum payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included as income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

The family's attorney 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.

(9) Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.

(10) Cash value of life insurance policies.

(11) Assets disposed of for less than fair market value during the two years preceding certification or re-certification.

The Housing Authority must count assets disposed of for less than fair market value during the 2 years preceding certification or re-examination. The Housing Authority will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy, separation or divorce are not considered to be assets disposed of for less than fair market value.

The Housing Authority's minimum threshold for counting assets disposed of for less than Fair Market Value is $5,000. If the total value of assets disposed of within a 1-year period is less than $5,000, they will not be considered an asset.

6.5.2 Excluded Assets

(1) Necessary personal property, except as noted in #9 above at Section 6.5.1.

(2) Interest in Indian trust lands.

(3) Assets that are part of an active business or farming operation.

If a household member's main occupation is the business from his/her rental property, the rental property is considered a business asset and therefore excluded. If a household member's rental property is considered a personal asset and held as an investment, it is considered an included asset.

(4) Assets not controlled by or accessible to the family and which provide no income for the family.

(5) Vehicles especially equipped for the disabled.

(6) Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

6.6 CALCULATING INCOME AND FAMILY CONTRIBUTION

6.6.1 "Minimum Rent" and Minimum Family Contribution [24 CFR §5.630(a)(3)]

Minimum family contribution in the Housing Authority's rental assistance programs is $50, for all new contracts including moves effective April 5, 2005, and effective at annual re-examinations beginning May 2005.

The Housing Authority will waive the minimum rent requirement in cases where the family documents that they do not currently have any source of income such as in the case of some homeless families. In such cases, the family will be re-evaluated in 6 months. All families are required to report changes in income within 30 calendar days.

6.6.2 Minimum Income

There is no minimum income requirement. Families who report zero income may be required to attend an interim re-examination periodically, up to once a quarter, at the Housing Authority's discretion. A credit review will automatically be requested for families claiming zero income.

6.6.3 Averaging Income [24 CFR §982.516(b)(2) and 24 CFR §5.609(d)]

When annual income cannot be anticipated for a full 12 months, the Housing Authority may annualize current income and conduct an interim re-examination if income changes.

If there are bonuses or overtime which the employer cannot anticipate for the next 12 months, bonuses and overtime received the previous year may be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

6.6.4 Utility Allowance and Utility Reimbursement Payments [24 CFR §982.517]

The utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from TTP to establish the family's rent to the owner.

The allowances are based on rates and average consumption studies, not on a family's actual consumption. The Housing Authority will review the Utility Allowance Schedule on an annual basis and revise it if needed (10 percent increase or decrease).

The approved utility allowance schedule is given to families along with the voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the Housing Authority will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a 12-month period.

If the utility allowance exceeds the family's TTP, the Housing Authority will provide a utility reimbursement payment for the family each month. The check will be made out directly to the family's head of household on record.

6.6.5 Reduction in Welfare Assistance [24 CFR §5.615]

Imputed welfare income is the amount that welfare benefits are reduced specifically because of the following:

- Fraud;
- Failure to participate in an economic self-sufficiency programs; or
- Noncompliance with a work activities requirement.

The Housing Authority will include in the family's annual income the amount of the imputed welfare income plus the total amount of other annual income and the family's rent will not be reduced.

However, the Housing Authority will reduce the rent if the welfare assistance reduction is a result of any of the following:

- The expiration of a lifetime time limit on receiving benefits;
- The family has complied with welfare program requirements but cannot obtain employment; or
- The family member has not complied with other welfare agency requirements.

A family's request for rent reduction shall be denied upon the Housing Authority obtaining written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance.

6.7 PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

6.7.1 Applicability [24 CFR §5.520(a)]

Proration of 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 immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. Mixed family applicants are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

6.7.2 Prorated Assistance Calculation [24 CFR §5.520(c)]

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. TTP is the gross rent minus the prorated assistance.

6.8 ABSENCE POLICY

The Housing Authority must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the Housing Authority must count the income of the spouse or the head of household if that person is temporarily absent, even if that person is not on the lease.

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.

It is the responsibility of the household to report absences and changes in family composition. The Housing Authority will evaluate absences from the unit using this policy [24 CFR §982.551(i)].

6.8.1 Absence of Entire Family [24 CFR §982.312]

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the Housing Authority will terminate assistance in accordance with appropriate termination procedures contained in this plan.

Families are required both to notify the Housing Authority before they move out of a unit and to give the Housing Authority information about any family absence from the unit.

Families must notify the Housing Authority if they are going to be absent from the unit for more than 30 consecutive calendar days.

If the family fails to notify the Housing Authority of an absence of longer than 30 consecutive calendar days, or if the entire family is absent from the unit for more than 60 consecutive calendar days, the unit will be considered to be vacated and the assistance will be terminated. The Housing Authority at all times shall reserve the right to exercise its judgment regarding extensions on family absence from the unit on a case-by-case basis. However, HUD regulations require the Housing Authority to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence of entire family" means that no family member is residing in the unit, and the unit has not been vacated. In order to determine if the family is absent from the unit, the Housing Authority may:

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview the owner
- Interview neighbors
- Verify if utilities are in service
- Conduct an interim HQS Inspection

If the absence which resulted in termination of assistance was due to a person's disability, and the Housing Authority can verify that the person was unable to notify Housing Authority in accordance with the family's responsibilities, and if funding is available, the Housing Authority may reinstate the family as an accommodation if requested by the family.

6.8.2 Absence of Any Member [24 CFR §982.312(a)]

Any member of the household will be considered permanently absent if s/he is away from the unit for 180 consecutive calendar days except as otherwise provided in this chapter.

6.8.3 Absence Due to Medical Reasons [24 CFR §982.312(e)(1)]

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, the Housing Authority will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will return in less than 180 calendar days, the family member will not be considered permanently absent.

If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered to be permanently absent, out of the home and removed from the family composition.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the Housing Authority's "Absence of Entire Family" policy.

6.8.4 Absence Due to Incarceration [24 CFR §982.312(e)(1)]

If the sole member of the household is incarcerated for more than 30 calendar days, s/he will be considered permanently absent and the Housing Authority will initiate proposed termination procedures to terminate assistance.

Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 60 calendar days. Once a family member is removed from the family composition, the family must seek Housing

Authority approval prior to allowing the family member to re-join the assisted household. Failure to adhere to this policy can result in termination of assistance.

The Housing Authority will determine if the reason for any family member's incarceration is for drug-related or violent criminal activity and, if appropriate, will pursue termination of assistance for the family if deemed appropriate.

6.8.5 Foster Care and Absences of Children [24 CFR §982.551(h)(4)]

If the family includes a child or children temporarily absent from the home due to placement in foster care, the Housing Authority will request information from the appropriate agency to determine when the child/children will be returned to the home.

If the time period is to be greater than 180 calendar days from the date of removal of the child/children, the voucher size may be temporarily reduced. If children are removed from the home permanently, the voucher size will permanently reduced in accordance with the Housing Authority's subsidy standards.

6.8.6 Absence of Adult [24 CFR §982.312(e)]

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the Housing Authority will treat that adult as a visitor for up to the first 180 calendar days.

If during or by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the voucher will then be transferred to the caretaker.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the Housing Authority will secure verification from social services staff or the attorney as to the status.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the Housing Authority will review the status at 120-day intervals.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made or up to 12 months total.

The Housing Authority will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 12 months and it is reasonable to expect that custody will be granted.

When the Housing Authority approves a person to reside in the unit as caretaker for the children, this person's income will be counted in the TTP for the family pending a final disposition. The Housing Authority will work with the appropriate service agencies and the owner to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 180 calendar days, the person will be considered permanently absent.

If an adult family member leaves the household for any reason, the family must report the change in family composition to the Housing Authority within 30 calendar days.

The family will be required to notify the Housing Authority in writing within 30 calendar days when a family member leaves the household for any reason or moves out. The notice must contain a certification by the family as to whether the member is temporarily or permanently absent. The family member will be determined permanently absent if verification is provided.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Time extensions may be granted as an accommodation upon request by a person with a disability.

6.8.7 Students
[24 CFR §982.312(e)]

Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household. These family members will continue to be counted for the purpose of determining the family's appropriate voucher size.

6.8.8 Visitors
[24 CFR §982.312(e)]

Any person not included on the HUD-50058 who has been in the unit more than 30 calendar days, or a total of 60 calendar days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Statements from neighbors and/or the owner will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the Housing Authority will terminate assistance since prior approval was not requested for the addition.

In a joint custody arrangement, if the minor is in the household less than 180 calendar days per year, the minor will be considered to be an eligible visitor and not a family member.

6.8.9 Reporting Absences to the Housing Authority
[24 CFR §982.551(h)(3) and §982.551(i)]

If a family member leaves the household, the family must report this change to the Housing Authority, in writing, within 30 calendar days of the change and certify as to whether the member is temporarily absent or permanently absent.

When available to do so, an adult family member who is leaving the household should remove him/herself in writing from the lease and voucher family composition.

The Housing Authority will conduct an interim re-examination for changes, which may affect the TTP in accordance with the interim policy. See Section 12.5 (Changes in Family Composition) for more information.

6.8.10 Verification of Absence

Please refer to Section 7.10.4 (Verification of Permanent Absence of Adult Member).

CHAPTER 7:
VERIFICATION PROCEDURES
(APPLICANTS AND PARTICIPANTS)

7.1 INTRODUCTION
[24 CFR §5.240(c), 24 CFR §5.210, 24 CFR §982.551(b)]

HUD regulations require the Housing Authority to verify factors of eligibility. Applicants and program participants must furnish proof of their statements whenever required by the Housing Authority, and the information they provide must be true and complete. The Housing Authority's verification requirements are designed to maintain program integrity. This chapter explains the Housing Authority's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The Housing Authority will ensure that proper authorization from the family is always obtained before making verification inquiries.

7.2 METHODS OF VERIFICATION AND TIME ALLOWED

The Housing Authority will use five levels of verification methods acceptable to HUD in the following order:

1. Up-Front Income Verification (UIV)/ Enterprise Income Verification (EIV) will be the first level used, when available.
2. Third-party written verification will be the second level used when UIV/EIV is not available.
3. Third-party oral verification will be the third level used when written verification is delayed or not possible.
4. Review of documents verification will be the fourth level used if third-party oral verification is unavailable.
5. Certification/self-declaration verification will be the fifth level used if review of documents cannot be made.

The Housing Authority may allow up to 10 calendar days for the return of third-party verifications before going to the next method.

For applicants, verifications may not be more than 60 calendar days old at the time of voucher issuance [24 CFR §982.201(e)]. For participants, income forms are valid for 120 calendar days from date of receipt.

7.2.1 Up-Front Income Verification (UIV)/Enterprise Income Verification (EIV)

The Housing Authority will utilize up-front income verification and enterprise income verification tools, including UIV/EIV systems made available by HUD, to verify items including but not limited to Social Security (SS) and Supplemental Security Income (SSI), State Systems for the Temporary Assistance for Needy Families (TANF), and Work Number whenever possible.

If there is a $200 or greater difference between UIV verification and family provided documents, third-party verification will be required.

In cases where UIV income data is not substantially different than tenant-reported income, the Housing Authority will follow the guidelines below:

- If UIV income data is less than current tenant-provided documentation, the Housing Authority will use tenant-provided documents to calculate anticipated annual income.
- If UIV income data is more than current tenant-provided documentation, the Housing Authority will use UIV income data to calculate anticipated annual income unless the tenant provides the Housing Authority with documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.). Upon receipt of acceptable tenant-provided documentation of a change in circumstances, the Housing Authority will use tenant-provided documents to calculate anticipated annual income.

In cases where UIV income data is substantially different than tenant-reported income, the Housing Authority shall follow the guidelines below:

- The Housing Authority may request written third-party verification from the discrepant income source.
- The Housing Authority may review historical income data fro patterns of employment, paid benefits, and/or receipt of other income, when the Housing Authority can not readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.
- The Housing Authority will analyze all data (UIV data, third-party verification and other documents and information provided by the family) and attempt to resolve the income discrepancy.
- The Housing Authority will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

7.2.2 Third-Party Written Verification

Third-party written verification will be used when up-front income verification is not available. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

7.2.3 Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to document the file, noting with whom they spoke, the date of the conversation, and the facts provided

7.2.4 Review of Documents

In the event that, third-party written or oral verification is unavailable, or the information has not been verified by the third party. The Housing Authority will

annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All documents will be photocopied and retained in the family file. The Housing Authority will accept the following documents or other documents from the family provided that the document is such that tampering would be easily noted:

- Printed wage stubs
- Computer print-outs from the employer
- Signed letters by source

The Housing Authority will accept computerized printouts delivered by the family from the following agencies or any other required agencies.

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts
- Child Support Enforcement Agencies

The Housing Authority will accept faxed documents, however a hard copy may be requested for verification.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the Housing Authority may utilize the third-party verification and/or document the reason for not using the third-party verification.

7.2.5 Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement/affidavit/certification under penalty of perjury and must be witnessed.

7.3 RELEASE OF INFORMATION [24 CFR §5.230]

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD-9886 Form (Authorization for the Release of Information).

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the Housing Authority or HUD.

7.4 COMPUTER MATCHING
[24 CFR §5.210(a)]

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

7.4.1 Data Sharing
[State of California Health and Safety Code, §34217]

The Housing Authority will share applicant and participant information that is necessary to determine eligibility for County welfare department programs or services for which the client has applied or is receiving.

7.5 ITEMS TO BE VERIFIED
[24 CFR §982.551(b)]

- ❑ All income not specifically excluded by the regulations.
- ❑ Zero-income status of household.
- ❑ Full-time student status including high school students who are age 18 or over.
- ❑ Current assets including assets disposed of for less than fair market value in preceding two years.
- ❑ Childcare expense where it allows an adult family member to be employed, seek employment or to further his/her education.
- ❑ Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- ❑ Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus, which allow an adult family member to be employed.
- ❑ Identity.
- ❑ U.S. citizenship/eligible immigrant status.
- ❑ Social Security Numbers for all family members 6 years of age or older.
- ❑ Preference status, based upon local preferences.
- ❑ Displacement status of single applicants who are involuntarily displaced through no fault of their own.
- ❑ Familial/marital status when needed for head or spouse definition.
- ❑ Disability for determination of preferences, allowances or deductions.

7.5.1 Victims of Violence

The Housing Authority may request that an applicant/participant certify their statement of being a victim of domestic violence, dating violence, sexual assault, or stalking and that the incident or incidents in question are bona fide incidents of actual or threatened abuse. The Housing Authority will accept the following forms of verification:

- The Housing Authority's "General Affidavit", or
- Documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effect of the abuse in which the professional attests under penalty of perjury to the professional's belief that the victim of domestic violence, dating violence, sexual assault, or stalking has signed or attested to the documentation, or
  - Federal, State, trail, territorial, or local police, or
  - Court record.

7.6 VERIFICATION OF INCOME [24 CFR §982.516(a)(2)(i)]

This section defines the methods the Housing Authority will use to verify various types of income. The Housing Authority may make an exception to obtaining third-party verification when:

1. Staff has made at least two documented efforts (mail, fax, telephone call, or email) to obtain third-party verification of income and no response is received; or
2. An independent source does not have the capability of sending written third-party verification directly to the Housing Authority or does not facilitate oral third-party verification.

7.6.1 Employment Income [24 CFR §5.609(b)(1))]

Verification forms request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- Year-to-date earnings
- Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, but are not limited to the following:

1. Employment verification form completed by the employer.
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year-to-date earnings.
3. W-2 forms plus income tax return forms.

4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, the Housing Authority will require the most recent federal income tax statements.

7.6.2 Social Security, Pensions, Disability, Supplementary Security Income [24 CFR §5.609(b)(4)]

Acceptable methods of verification include, but are not limited to the following:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer report electronically obtained or in hard copy.

7.6.3 Unemployment Compensation [24 CFR §5.609(b)(5)]

Acceptable methods of verification include, but are not limited to the following:

1. Verification form completed by the unemployment compensation agency.
2. Computer printouts from unemployment office stating payment dates and amounts.
3. Payment stubs.

7.6.4 Welfare Payments or General Assistance [24 CFR §5.609(b)(6)]

Acceptable methods of verification include, but are not limited to the following:

1. Computer-generated Notice of Action.
2. Housing Authority verification form completed by payment provider.
3. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

7.6.5 Alimony or Child Support Payments [24 CFR §5.609(b)(7)]

Acceptable methods of verification include, but are not limited to the following:

1. Computerized official printout of payments made if through a state agency.
2. Housing Authority verification form completed by payment provider.
3. A notarized letter from the person paying the support.
4. Copy of latest check and/or payment stubs from Court Trustee. The Housing Authority must record the date, amount, and number of the check.

5. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
6. 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.
7. If payments are irregular, the family must provide:

- A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.
- A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
- A welfare notice of action showing amounts received by the welfare agency for child support.
- A written statement from the District Attorney's office or other appropriate agency certifying that a collection or enforcement action has been filed.

7.6.6 Net Income from a Business [24 CFR §5.609(b)(2)]

In order to verify the net income from a business, the Housing Authority will view IRS and financial documents from prior years and use this information to anticipate the income and expenses for the next 12 months.

Acceptable methods of verification include, but are not limited to the following:

1. IRS Form 1040, including:

- Schedule C (Small Business)
- Schedule E (Rental Property Income)
- Schedule F (Farm Income)

2. 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.
3. Audited or unaudited financial statement(s) of the business.
4. Third-party verification forms for each customer/contract indicating the amounts of income received in a specified time period.

Expenses for rent and utilities will not be allowed for operations or businesses based in the subsidized unit, as these expenses are a required family contribution in the Housing Choice Voucher Program and are calculated based upon the family's income.

7.6.7 Child Care Business

If a family is operating a licensed day care business, income and expenses will be verified as with any other business.

If the family is operating a cash and carry operation (which may or may not be licensed), the Housing Authority will require that the family complete a form for

each customer which indicates: name of person(s) whose child/children is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If childcare services were terminated, a third-party verification will be sent to the parent whose child was receiving childcare.

7.6.8 Recurring Gifts [24 CFR §5.609(b)(7)]

The family must furnish a self-certification containing the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

7.6.9 Zero-Income Status

Families claiming to have no income will automatically undergo a credit review. The information contained in the credit report will be used to confirm the information provided by the family. The Housing Authority will also utilize records provided by the Department of Public Social Services (DPSS).

Moreover, the Housing Authority may check records of other departments in the jurisdiction that have information about income sources of customers.

7.6.10 Full-Time Student Status [24 CFR §5.609(c)(11)]

Only the first $480 of the earned income of full-time students 18 years or older (including those who are temporarily absent), other than head of household or spouse, will be counted towards family income.

Verification of full-time student status includes:

1. Written verification from the registrar's office or other school official;
2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution; and
3. A copy of final grades.

7.7 INCOME FROM ASSETS

Third-party verification will be conducted for assets totaling more than $5,000. The Housing Authority may make an exception to obtaining third-party verification when:

1. The asset or expense to be verified is not a significant amount and would have minimum impact on total payment (TTP) and the Housing Authority is able to verify the asset or expense through review of original documents provided by the tenant; or

2. An independent source does not have the capability of sending written third-party verification directly to the Housing Authority or does not facilitate oral third-party verification; or
3. It is not cost effective or reasonable to obtain third-party verification of assets and expenses.

7.7.1 Savings Account Interest Income and Dividends [24 CFR §5.609(b)(3)]

Acceptable documents for verification include, but are not limited to the following:

1. Account statements, passbooks, certificates of deposit, or Housing Authority verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the Housing Authority must adjust the information to project earnings expected for the next 12 months.

7.7.2 Interest Income from Mortgages or Similar Arrangements [24 CFR §5.609(b)(7)]

Acceptable documents for verification include, but are not limited to the following:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or re-examination.

7.7.3 Net Rental Income from Property Owned by Family [24 CFR §5.609(b)(3)]

Acceptable documents for verification include, but are not limited to the following:

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

7.8 VERIFICATION OF ASSETS [24 CFR §982.516(a)(2)(ii)]

7.8.1 Family Assets

The Housing Authority will determine the current cash value, (the net amount the family would receive if the asset were converted to cash). Acceptable documents for verification include, but are not limited to the following:

1. Verification forms, letters, or documents from a financial institution or broker.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.
4. Real estate tax statements if the approximate current market value can be deduced from assessment.
5. Financial statements for business assets.
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds.
7. Appraisals of personal property held as an investment.

7.8.2 Assets Disposed of for Less than Fair Market Value (FMV) [24 CFR §5.603(b)(3)]

This includes assets disposed of during 2 years preceding effective date of certification or re-examination:

1. For all certifications and re-examinations, the Housing Authority will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the 2 years preceding the effective date of the certification or re-examination.
2. If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows:
   - All assets disposed of for less than FMV;
   - The date they were disposed of;
   - The amount the family received; and
   - The market value of the assets at the time of disposition. Third-party verification will be obtained wherever possible.

7.9 VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME [24 CFR §5.11]

7.9.1 Childcare Expenses [24 CFR §5.611(a)(4)]

Acceptable documents for verification include, but are not limited to the following:

1. Written verification from the person who receives the payments is required. If the childcare provider is an individual, s/he must provide a statement of the amount they are charging the family for their services and whether any of the amounts owed have been or will be paid by sources outside the family.
2. Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
3. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

7.9.2 Medical Expenses [24 CFR §5.611(a)(3)]

Families who claim medical expenses or expenses to assist a person(s) with a 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.

Acceptable documents for verification include, but are not limited to the following:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of
   - The 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 confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
3. Written confirmation from the Social Security Administration's written of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
4. For attendant care:
   - A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
   - Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
6. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

7. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. The Housing Authority may use this approach for general medical expenses such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.
8. The Housing Authority will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

7.9.3 Assistance to Persons with Disabilities [24 CFR §5.611(a)(3)(ii)]

1. In all cases:
   - Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
   - Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.
2. Attendant Care:
   - Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
   - Certification of family and attendant and/or copies of canceled checks family used to make payments.
3. Auxiliary Apparatus:
   - Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
   - In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

7.10 VERIFYING NON-FINANCIAL FACTORS [24 CFR §982.551(b)(1)]

7.10.1 Verification of Legal Identity

In order to prevent program abuse, the Housing Authority will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is invalid or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- Church issued baptismal certificate

- Current, valid Driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Board approved Consulate General identification cards, which are currently Mexico's and Argentina's "Matricula Consular" identification cards
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card
- Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services ID

7.10.2 Verification of Marital Status

- ❑ Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.
- ❑ Verification of a separation may be a copy of court-ordered maintenance or other records.
- ❑ Verification of marriage status is a marriage certificate.

7.10.3 Familial Relationships

The following verifications may be required if applicable:

- Verification of relationship:
  - Official identification showing names
  - Birth Certificates
  - Baptismal certificates
- Verification of guardianship:
  - Court-ordered assignment
- Verification from social services agency
- School records
  - Affidavit of parent
- Evidence of a stable family relationship:
  - Joint bank accounts or other shared financial transactions
  - Leases or other evidence of prior cohabitation

- Credit reports showing relationship

7.10.4 Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the Housing Authority may require one or more of the following as verification:

1. Husband or wife institutes divorce action.
2. Husband or wife institutes legal separation.
3. Order of protection/restraining order obtained by one family member against another.
4. Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.
5. Statements from other agencies such as social services or a written statement from the owner or manager that the adult family member is no longer living at that location.
6. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.
7. A notarized statement by the adult member of the household removing him/herself from the lease and voucher household and providing a forwarding address and effective date of the move.

7.10.5 Verification of Change in Family Composition [24 CFR §982.516(c)]

The Housing Authority may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, owners, neighbors, credit data, school or DMV records, and other sources.

7.10.6 Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

7.10.7 Verification of Citizenship/Eligible Immigrant Status [24 CFR Part 5, Subpart E]

To be eligible for assistance, individuals must be U.S. citizens, or non-citizens with eligible immigrant status based on the eligible categories specified by regulations. Individuals who are neither may elect not to contend their status. Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the Housing Authority hearing is pending.

1. Citizens or Nationals of the United States: Required to sign a declaration under penalty of perjury [24 CFR §5.508(b)(1)].
2. Eligible Immigrants Age 62 and Over: Required to sign a declaration of eligible immigration status and provide proof of age [24 CFR §5.508(b)(2)].
3. All Other Eligible Immigrants: Required to sign a declaration of status and verification consent form, and to provide an acceptable document of eligible immigration as follows:
    - Resident Alien Card (I-551)
    - Alien Registration Receipt Card (I-151) (With receipt for application of I-551)
    - Foreign Passport with I-551 stamp
    - Arrival-Departure Record (I-94) with no annotation accompanied by:
        - A final court decision granting asylum (if no appeal is taken);
        - A letter from an INS or USCIS asylum officer granting asylum (if application is filed on or after 10/1990) or from and INS director granting asylum (application filed before 10/1/90);
        - A court decision granting withholding of deportation; or
        - A letter from an asylum officer granting withholding of deportation (if application filed on or after 10/1/90).
    - Arrival-Departure Record (I-94) stamped with one of the following:
        - "Admitted as a Refugee Pursuant to Section 207"
        - "Section 208" or "Asylum"
        - "Section 243(h)" or "Deportation stayed by Attorney General"
        - "Paroled Pursuant to Section 221(d)(5) of the INS (or USCIS)"
    - Temporary Resident Card (I-688) annotated "Section 245A" or Section "210"
    - Employment Authorization Card (I-688B) annotated "Provision of Law 274a. 12(11)" or "Provision of Law 274a.12"
    - Employment Authorization Document (I-766) annotated "Provision of Law 274a. 12(11)" or "Provision of Law 274a.12"
    - Any official revision of the acceptable documents listed above
    - Receipt issued by the United States Citizenship and Immigration Service (USCIS) for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

    The document is copied front and back and returned to the family. A birth certificate is not acceptable verification of eligible immigrant status. All

documents in connection with U.S. citizenship/eligible immigrant status must be kept 5 years.

Eligible immigrants must have their status verified by USCIS. The Housing Authority verifies the status through the USCIS SAVE system. If this primary verification fails to verify status, the Housing Authority must request within 10 calendar days that the USCIS conduct a manual search [24 CFR §5.512(c)].

4. Ineligible Family Members: Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse [24 CFR §5.508(e)].
5. Non-Citizen Students on Student Visas: Ineligible, even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members [24 CFR §5.522].

- **Failure to Provide**: If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information [24 CFR §5.508(i)].
- **Time of Verification**: For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For family members added after other members have been verified, the verification occurs at the first interim or annual re-examination after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial public housing agency does not supply the documents, the Housing Authority must conduct the determination [24 CFR §5.508(g)].
- **Extensions of Time to Provide Documents**: Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. The Housing Authority will generally allow up to 30 calendar days to provide the document or a receipt issued by the USCIS for issuance of replacement documents [24 CFR §5.508(h)].
- **Determination of Ineligibility**: After the Housing Authority has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

7.10.8 Verification of Social Security Numbers [24 CFR §5.216(a)]

Social Security numbers must be provided as a condition of eligibility for all family members, except for children age 5 and under, who have not been assigned a number, and family members who are not eligible to obtain a Social Security number. Social Security numbers will be verified through a Social Security card issued by the Social Security Administration. If a family member cannot produce

a Social Security card, only the documents listed below showing his or her Social Security number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security card information provided is/are complete and accurate [24 CFR §5.216(f)]:

- A driver's license
- Identification card issued by a Federal, state or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of benefits or Social Security Number from Social Security Administration

All new family members, except children age 5 and under, who have not been assigned a number, will be required to produce their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the Housing Authority [24 CFR §5.216(a)].

If a family member is able to disclose the Social Security number but cannot meet the documentation requirements, he/she must sign a certification to that effect provided by the Housing Authority. The family member will have an additional 60 calendar days to provide proof of the Social Security number. If they fail to provide this documentation, the family's assistance will be terminated [24 CFR §5.216(g)].

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

7.10.9 Medical Need for Larger Unit

A written certification that a larger unit is medically necessary must be obtained from a reliable, knowledgeable medical professional.

7.10.10 Secondary Review/Credit Checks

The Housing Authority uses credit reports obtained from reliable sources to conduct secondary verifications for a random sample of applicants and participants as detailed in Section 1.12 (Monitoring Program Performance).

The methodology used to evaluate the information obtained from the credit report in relation to new applicants is outlined in Chapter 4 (Establishing Preferences and Maintaining the Waiting List).

The secondary review includes a comparison between the information contained in the credit report, for each adult household member, and the information provided by the family to the Housing Authority for eligibility purposes. Specifically, the Housing Authority reviews the credit report to verify:

- **Employment**: If the credit report reveals employment during the subsidized period that was not disclosed to the Housing Authority, the family will be required to provide documentation that the employment did not occur or provide information regarding the amount of earnings received during the employment period.

  If the family contends that the employment was made up for the purposes of obtaining credit or was erroneously placed on the credit report, the family must supply a letter from the employers listed confirming such information. On a case-by-case basis, the Housing Authority may accept a certified statement from the family.

  If the family failed to disclose employment for a period longer than 6 months, the Housing Authority will propose termination of the family's assistance and seek repayment of any overpayment.

  If the family failed to disclose employment for less than 6 months, the family will be required to attend a counseling interview and re-sign all program documents re-enforcing the family's obligations. The family will also be required to repay any overpayment amount. A second violation of this nature will result in a proposed termination.

- **Assets**: The credit report information will be used to verify assets, particularly, large items such as real estate property. If the credit report reveals that the family owns property, the family will be required to provide the appropriate documentation regarding the property.

  If all documentation confirms that the family (any family member) owns real estate property that was purposely concealed, the Housing Authority will propose termination of assistance and seek repayment of any overpayment amount.

- **Aliases**: A credit report can provide information on other names that have been used for the purposes of obtaining credit. Common reasons for use of other names include a recent marriage or a divorce. If an alias has not been disclosed to the Housing Authority, the family will be asked to provide additional evidence of the legal identity of adult family members.

- **Current and Previous Addresses**: For a continuously assisted family, it is assumed that the family's primary residence is the assisted address. If the credit report indicates the continuous use of an address, other than

that of the assisted unit during the subsidized period, the family will be asked to provide documentation that the assisted address is being used as the family's primary residence. This may include a history of utility bills, bank statements, school enrollment record for children, credit card statements or other relevant documents. Failure to provide adequate proof may result in termination of assistance.

If the family is not using the subsidized unit as their primary residency and/or is subletting the assisted unit, the file will be referred for proposed termination and the Housing Authority will seek full repayment of any overpayment amount.

- **Credit Card and Loan Payments**: A credit report will usually include a list of the family's financial obligations. Examples of the items that may show up include car loans, mortgage loans, student loans and credit card payments. The Housing Authority will review this information to confirm the income and asset information provided by the family. If the family's current financial obligations (total amount of current monthly payments) exceed the amount of income reported by the family, the Housing Authority will ask the family to disclose how they are currently meeting their financial obligations. Accounts that have been charged off or significantly delinquent are not included in this calculation. Failure to provide adequate proof of income will result in the file being referred for proposed termination. Additionally, the Housing Authority will seek full repayment of any overpayment amount.

- **Multiple Social Security Numbers**: A credit report may list multiple Social Security numbers if an adult family member has used different Social Security numbers to obtain credit. If the credit report information does not match the information provided by an adult member of the family, the family member will be required to obtain written confirmation of the Social Security number that was issued to him/her from the Social Security Administration.

  Whenever a violation results in a proposed termination, the family is entitled to request an informal hearing. Procedures governing the informal hearing process are outlined in Chapter 16 (Informal Hearings and Complaints).

CHAPTER 8:
VOUCHER ISSUANCE AND BRIEFINGS
(APPLICANTS AND PARTICIPANTS)

8.1 INTRODUCTION

This chapter covers the Housing Authority's process for issuing vouchers, including the contents of the briefing that is conducted for families receiving a voucher. It also includes policies on the term of the voucher.

8.2 ISSUANCE OF HOUSING CHOICE VOUCHERS

When funding is available, the Housing Authority will issue vouchers to applicants whose eligibility has been determined.

The number of vouchers issued must ensure that the Housing Authority stays as close as possible to 100 percent lease-up. The Housing Authority performs a calculation to determine whether applications can be processed, the number of vouchers that can be issued, and to what extent the Housing Authority can over-issue.

The Housing Authority may over-issue vouchers only to the extent necessary to meet leasing goals. All vouchers that are over-issued must be honored. If the Housing Authority finds it is over-leased, it must adjust future issuance of vouchers in order not to exceed the ACC budget limitations for the fiscal year.

8.3 BRIEFING TYPES AND REQUIRED ATTENDANCE

8.3.1 Initial Applicant Briefing [24 CFR §982.301(a)]

When the family is initially issued a voucher, the Housing Authority conducts a briefing session, as required by HUD. The briefing session is mandatory.

- ❑ Briefing sessions will be conducted in groups or individual meetings.
- ❑ Briefing sessions will be conducted in English.

The Housing Authority will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend scheduled briefings, without prior notification and approval of the Housing Authority, may be denied admission based on failure to supply information needed for certification. The Housing Authority will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Families who attend group briefings and still have the need for individual assistance will be referred to the appropriate staff person.

8.3.2 Re-Issuance Briefing

A briefing will be held for participants who will be re-issued vouchers to move, if they have been re-certified within the last 60 calendar days, and have given

proper notice of intent to vacate to their owner. This briefing may include incoming and outgoing portable families. Families whose re-examinations are older than 60 calendar days must be re-certified in order to be briefed to move.

Families failing to attend a scheduled briefing twice will be denied a new voucher based on failure to provide required information.

8.3.3 Owner Briefing

Briefings are held for owners at least annually. Invitations are mailed to all owners. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program.

8.4 INFORMATION PROVIDED AT THE BRIEFING SESSION

The Housing Authority's objectives are to assure that families selected to participate are successful in obtaining an acceptable housing unit, and that they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements.

The purpose of the briefing session is to provide information on the Housing Authority's process for voucher holders who intend to lease a unit. This will enable families to utilize the program to their advantage, and prepare them to discuss it with potential owners and property manager.

When the family is selected to participate, the briefing session includes information as follows.

8.4.1 Topics Covered in the Briefing Session [24 CFR §982.301(a)]

The person conducting the briefing will describe how the program works and include information on the following subjects:

- ❑ A description of how the program works;
- ❑ Family and owner responsibilities;
- ❑ Where a family may lease a unit inside and outside the Housing Authority's jurisdiction;
- ❑ How portability works for families eligible to exercise portability; and
- ❑ Advantages of moving to an area that does not have a high concentration of poor families, for families living in high poverty census tracts in the Housing Authority's jurisdiction.

If the family includes a person with disabilities, the Housing Authority will ensure compliance with 24 CFR §8.6 to ensure effective communication.

8.4.2 Briefing Packet [24 CFR §982.301(b)]

The Housing Authority provides families with a briefing packet that contains more detailed information about the program. The packet includes forms and

information required by HUD, as well as additional resources. The person conducting the briefing session will explain the documents in the briefing packet.

1. Instructions: This explains the term of the voucher, the Housing Authority's policies on extensions and suspensions, and how families may request tenancy approval.
2. Subsidy Estimation: A worksheet on rent calculations, including a description of the method used to calculate the assistance payment, how the minimum and maximum allowable rent is determined, how the payment standard is determined, and a calculation of the estimated maximum rent to suit the tenant's budget.
3. Utility Allowance Schedule: Utility allowance amounts for rental units, by unit size and utility type, for cities and unincorporated areas within the Housing Authority's jurisdiction.
4. Information on where the family can lease a unit, including portability procedures, a list of area housing authorities, and a form for participants who are requesting to transfer.
5. Form HUD-53641: The HUD-required "tenancy addendum" that must be included in the lease.
6. Request for Tenancy Approval (RTA): Families request Housing Authority approval of the assisted tenancy with this form. The RTA includes a statement of Housing Authority policy on providing family information to prospective owners.
7. Subsidy Standards and Requests for Waivers: Explains how the number of bedrooms (unit size) relates to family composition, and when and how exceptions are made in regards to requests for additional bedrooms.
8. A Good Place to Live: HUD's brochure on selecting a unit that complies with HQS.
9. Are You A Victim of Housing Discrimination: HUD's pamphlet on fair housing which contains the complaint form. The Housing Authority also includes available State and local information on equal opportunity laws.
10. Marketing List of Available Properties: Owners or other parties willing to lease to assisted families submit listings of units that are available to rent, which the Housing Authority compiles and distributes. The list includes any available information on units that are accessible to persons with disabilities.
11. Family Obligations: Families sign to acknowledge program obligations, and consequences including termination of assistance for failure to comply.
12. Informal Hearing Information: Includes procedures and explanations of when participant families have the opportunity for an informal hearing, and how to request a hearing.

The packet may also include the following materials:

- ❑ Three Way Partnership: Explains the relationship between owners, participants and the Housing Authority.

- ❑ Protect Your Family From Lead In Your Home: Federal brochure on the hazards of lead-based paint and resources for additional information.
- ❑ Searching for a Rental Home: Guidance on finding a unit and submitting a successful rental application.
- ❑ Additional Standards for HQS Inspections and inspections process details.
- ❑ Owner materials including information on the New Contracts Process and the Benefits of Participation.
- ❑ Owner forms including IRS W-9, Letter of Authorization, Authorization Agreement for Direct Deposit, and a sample Lead-Based Paint Disclosure.

8.5 ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION [24 CFR §982.301(a)(3)]

At the briefing, families are encouraged to search for housing in non-impacted areas. The Housing Authority provides assistance to families who wish to do so.

The assistance provided to such families includes:

- ❑ Direct contact with owners;
- ❑ Counseling with the family;
- ❑ Providing information about services in various non-impacted areas;
- ❑ Meeting with neighborhood groups to promote understanding;
- ❑ Formal or informal discussions with owner groups;
- ❑ Formal or informal discussions with social service agencies;
- ❑ Meeting with rental referral companies or agencies; and
- ❑ Meeting with fair housing groups or agencies.

The Housing Authority will maintain a database of available housing submitted by owners in all neighborhoods within its jurisdiction to ensure greater mobility and housing choice to very low-income households. The Marketing List will be made available to voucher holders who are actually seeking housing.

8.6 SECURITY DEPOSIT REQUIREMENTS [24 CFR §982.313]

Security deposits charged by owners may not exceed those charged to unassisted families (nor the maximum prescribed by State or local law.)

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the family prior to the beginning of assistance.

8.7 TERM OF VOUCHER [24 CFR §982.301(b)(1)]

During the briefing session, each family is issued a voucher, which represents a contractual agreement between the Housing Authority and the family, specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

8.7.1 Expirations [24 CFR §982.303(a)]

The voucher is valid for a period of 60 calendar days from the date of issuance. The family must submit a Request for Tenancy Approval and lease within the 60 calendar-day period, unless an extension has been granted by the Housing Authority.

If the voucher has expired, and has not been extended by the Housing Authority or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

8.7.2 Policy on Suspensions (Tolling) [24 CFR 982.303(c)]

When a Request for Tenancy Approval is received, the Housing Authority will not deduct the number of calendar days required to process the request from the term of the voucher.

8.7.3 Extensions [24 CFR §982.303(b)]

The Housing Authority may grant extensions to vouchers.

A family may request an extension of the voucher time period. All requests for extensions must be received prior to the expiration date of the voucher.

Extensions may be granted in 30, 60, or 120-day increments, up to a maximum term of 180 calendar days, if necessary for the tenant to locate a unit.

Housing Supervisors may authorize extensions up to a maximum term of 270 calendar days for extenuating circumstances or as a reasonable accommodation. Such matters will be considered on an individual basis and must be supported by verifiable third-party documentation.

8.7.4 Assistance to Voucher Holders [24 CFR §982.301(b)]

Families who require additional assistance during their search may call the Housing Authority to obtain a Marketing List of available units. Information regarding the Marketing List will be presented at the briefing session.

The Housing Authority will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

8.8 VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR §982.315]

In those instances when a family assisted under the Housing Choice Voucher Program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the Housing Authority shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children.
2. Which family member was the head of household when the voucher was initially issued (listed on the initial application).
3. The composition of the new family units, and which unit contains elderly or disabled members.
4. Whether domestic violence was involved in the breakup.
5. Which family members remain in the unit.
6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the Housing Authority will terminate assistance on the basis of failure to provide information necessary to complete the annual re-examination.

Where the breakup of the family also results in a reduction of the size of the voucher, the family will be required to move to a smaller unit if the current owner is unwilling to accept the rent level of the smaller sized certificate.

8.9 REMAINING MEMBER OF FAMILY – RETENTION OF VOUCHER

To be considered the remaining member of the family, the person must have been previously approved by the Housing Authority to be living in the unit.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family.

In order for a minor child to continue to receive assistance as a remaining family member:

1. The court has to have awarded emancipated minor status to the minor, or
2. The Housing Authority has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child/children for an indefinite period.

A reduction in family size may require a reduction in the voucher size.

8.10 FAMILY VOLUNTARILY RELINQUISHES HOUSING CHOICE VOUCHER

The family may voluntarily relinquish their voucher at any time. In such cases, the Housing Authority will provide the owner of the property with a 30 calendar days notice indicating that rental assistance will terminate based on the family's

request. The family will become fully liable for the contract rent after 30 calendar days.

Generally, the Housing Authority will not reinstate a family once a request for voluntary termination has been received. However, as a reasonable accommodation, the Housing Authority will review requests for reinstatements received within 6 months and make a determination on a case-by-case basis.

If a family voluntarily relinquishes their voucher in lieu of facing termination, the Housing Authority will continue to seek to recover any monies that may be due to the Housing Authority as a result of misrepresentation or other breach of program regulations.

CHAPTER 9:
THE NEW CONTRACT PROCESS REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION
(APPLICANTS AND PARTICIPANTS)

9.1 INTRODUCTION
[24 CFR §982.302(b) and 24 CFR §982.353(b)]

After families are issued a voucher, they may search for a unit anywhere within the Housing Authority's jurisdiction, or outside of the Housing Authority's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner who is willing to enter into a Housing Assistance Payments (HAP) contract with the Housing Authority. This chapter defines the types of eligible housing, the Housing Authority's policies which pertain to lease requirements, owner disapproval, and the processing of Requests for Tenancy Approval (RTA).

9.2 REQUEST FOR TENANCY APPROVAL
[24 CFR §982.302(c)]

The family must submit the RTA and a copy of the proposed lease during the term of the voucher. Both the owner and the voucher holder must sign the RTA.

The Housing Authority will not permit the family to submit more than one RTA at a time.

The RTA will be approved if [24 CFR §982.302(d)]:

1. The unit is an eligible type of housing;
2. The unit passes an inspection (based on HUD's Housing Quality Standards and the Housing Authority's requirements, detailed in Chapter 10);
3. The rent is reasonable;
4. The security deposit amount is approvable;
5. The proposed lease complies with HUD and Housing Authority requirements, and State and local law;
6. The owner is approvable, and there are no conflicts of interest; and
7. All applicable lead-based paint disclosure requirements have been met. See Section 10.4 (Lead-Based Paint) for additional policies.

9.2.1 Disapproval of RTA
[24 CFR §982.302(d)]

If the Housing Authority determines that the RTA cannot be approved for any reason, the owner and the family will be notified in writing. The Housing Authority will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given 5 calendar days to submit an approvable RTA from the date of disapproval unless the reason for the disapproval is the result of multiple failed inspections (three or more failed HQS inspections).

When, for any reason, an RTA is not approved, the Housing Authority will furnish another RTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

The Housing Authority will suspend the term of the voucher while the RTA is being processed. Therefore, the length of time allotted to a family for the purpose of locating another unit will be based on the number of days left on the term of the voucher at the time the RTA was submitted to the Housing Authority [24 CFR §982.303(b)].

9.3 ELIGIBLE TYPES OF HOUSING [24 CFR §982.352]

The Housing Authority will approve the following types of housing in the voucher program:

- ❑ Single-family dwellings, including condos and townhouses.
- ❑ Manufactured homes where the family leases the mobile home and the pad [24 CFR §982.620(a)(2)].
- ❑ Manufactured homes where the family owns the mobile home and leases the pad [24 CFR §982.620(a)(3)].
- ❑ Multifamily dwellings (apartment buildings).
- ❑ Units owned but not subsidized by the Housing Authority (HUD-prescribed requirement).

A family can own a rental unit but cannot reside in it while being assisted, except in the cases involving manufactured homes when the family owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

The Housing Authority may not permit a voucher holder to lease a unit which is receiving project-based Section 8 assistance or any duplicative rental subsidies.

9.3.1 Special Housing Types [24 CFR §982.601]

The Housing Authority must permit use of all special housing type listed below, if needed as a reasonable accommodation so the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR Part 8.

- ❑ Congregate housing
- ❑ Congregate housing
- ❑ Group home
- ❑ Shared housing
- ❑ Cooperative housing (excluding families that are not cooperative members

- ❑ Homeownership

9.3.2 Ineligible Housing Types [24 CFR §982.352(a)]

The Housing Authority will not approve:

- ❑ A unit occupied by the owner or by any person with an interest in the unit, other than manufactured homes described above.
- ❑ Nursing homes or other institutions that provide care.
- ❑ School dormitories and institutional housing.
- ❑ Structures that have not been properly converted. Owners will be required to provide finalized permits for all conversion work when the integrity and/or soundness of a structure is in question.
- ❑ Converted garages or other structures not intended to be living areas.
- ❑ Any other types of housing prohibited by HUD.

9.4 RESTRICTIONS ON RENTING TO RELATIVES [24 CFR §982.306(d)]

In accordance with HUD policy, the family will not be allowed to rent a unit from an owner (including a principal or other interested party) who is the spouse, parent, child, grandparent, grandchild, and sister or brother of any member of the family. This restriction applies to all new contracts entered into after June 16, 1998.

Exceptions may be made to this policy as a reasonable accommodation for persons with a disability. The Housing Authority will review all such requests on a case-by-case basis. The family will be required to provide documentation of disability and how the particular unit, owned by the relative, could benefit the disabled person. Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an Employer Identification Number or Social Security number, and may also be required to provide a copy of their driver's license or other photo identification. In addition, the Housing Authority may request a copy of the owner's current utility bills and bank statement.

Failure to provide adequate documentation, within the specified time period (2 weeks), will be grounds for denial of such request.

In all cases, the owner of the assisted unit may not reside in the unit with the assisted household at any time during the term of the Housing Assistance Payment (HAP) Contract between the Housing Authority and the owner.

9.5 LEASE AGREEMENTS [24 CFR §982.308 - §982.309]

The tenant and the owner must enter a written lease for the unit. If the owner uses a standard lease form for rental to unassisted tenants in the locality or the

premises, the lease must be in such standard form, plus the required HUD Tenancy Addendum, which the Housing Authority will provide to the owner.

The Housing Authority will review the lease for compliance with regulations. At minimum, the lease must specify the following information:

- ❑ The names of the owner and tenant;
- ❑ The address of the unit rented;
- ❑ The term of the lease including the initial term and any provisions for renewal;
- ❑ The amount of the monthly rent to owner; and
- ❑ A specification of which utilities and appliances will be supplied by the owner, and which by the family.

The lease must provide the following are grounds for the owner to terminate tenancy [24 CFR §982.310(c)]:

- ❑ Drug- related criminal activity engaged in, on or near the premises by any tenant, household member, or guest, or such activity engaged in on the premises by any other person under the tenant's control. In addition, the lease must provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- ❑ Any of the following types of criminal activity by a covered person:
  - ➢ Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);
  - ➢ Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
  - ➢ Any violent criminal activity on or near the premises by a tenant, household member, or guest, or any such activity on the premises by any other person under the tenant's control.
- ❑ If a tenant 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
  - ➢ Violating a condition of probation or parole imposed under Federal or State law.

If the owner does not have a standard lease form, the owner may request a sample lease.

When needed, the Housing Authority may require the owner and family to execute a lease rider that changes the rent amount and/or effective date on the owner's original lease.

The effective date of the lease and the HAP contract will be based on the date the unit passed inspection or the family took possession of the unit, whichever is later. For this purpose, the family is considered to be in possession of the unit when the family has a key to the unit and the unit is fully available for the family's exclusive use [24 CFR §982.305(b)].

9.5.1 Separate Agreements [24 CFR §982.510(c)]

Separate agreements are not necessarily prohibited. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services (parking space), appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the Housing Authority.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The Housing Authority is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the Housing Authority. If agreements are entered into at a later date, they must be approved by the Housing Authority and attached to the lease.

9.6 INITIAL INSPECTIONS

See Chapter 10 (Housing Quality Standards and Inspections).

9.7 RENT LIMITATIONS [24 CFR §982.508]

In accordance with HUD regulations, at the time the family initially receives assistance for a new unit, the family's share of the rent for the unit (includes utilities and the rent to the owner) may not exceed more than 40 percent of the family's adjusted monthly income if the gross rent for the unit exceeds the payment standard.

If the gross rent (rent plus utilities) does not exceed the payment standard, the family may contribute more than 40 percent of their monthly income towards rent.

Although HUD does not place limits on the amount that a family may contribute towards rent (if the family is a continuing family or the gross rent for an initial lease does not exceed the payment standard), the Housing Authority is concerned about affordability. Therefore, whenever a family is contributing more than 60 percent of their adjusted family income towards rent, the family will be required to attend a Housing Authority affordability counseling session. Trained staff will review the family's financial situation and review the family's ability to meet their rental obligation. If the family discloses that they are concerned about their ability to meet their rental obligation, the Housing Authority will work with the family to help them locate another affordable unit. If the family indicates that they are able to meet all of their current financial obligations, the family will be allowed to proceed with their request to move into the unit. A notation will be made in the family's file.

9.8 RENT REASONABLENESS [24 CFR §982.507(a)(1)]

A rent reasonable test will be used to determine if the rent amount request by the owner can be approved. The Housing Authority's rent reasonableness policy, including appeals process, is covered in Chapter 11 (Setting Payment Standards and Determining Rent Reasonableness).

9.9 INFORMATION TO OWNERS [24 CFR §982.307(b)]

The Housing Authority is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous owner if known. The Housing Authority will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection. The Housing Authority will not release any other information regarding the family.

The Housing Authority will inform owners that it is the responsibility of the owner to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant [24 CFR §982.307(a)].

Information regarding the Housing Authority's policy on this subject is included in the briefing packet and as an attachment to the Request for Tenancy Approval. This policy will apply uniformly to all families and owners.

In addition to the information listed above, the Housing Authority provides owner workshops at least twice a year. At the workshops, current and prospective owners are given an overview of the program and information about any significant program changes. There is also ample time for a question and answer session.

9.10 OWNER DISAPPROVAL [24 CFR §982.306(a) - §982.306(c)(4)]

For purposes of this section, "owner" includes a principal or other interested party, and to disapprove an owner means to prevent the participation of an owner in Housing Authority programs.

The Housing Authority is required to disapprove an owner for the following reasons:

- HUD has informed the Housing Authority that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.
- HUD has informed the Housing Authority that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
- HUD has informed the Housing Authority that a court or administrative agency has determined that the owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- If the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family.

The Housing Authority also maintains the discretion to disapprove an owner for the reasons listed below. The Housing Authority may disapprove an owner for a period of 1 year for the following reasons:

- The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes;
- The owner has not obtained a business license for rental property for the assisted unit, where required by local ordinance; or
- The owner has not paid State or local real estate taxes, fines or assessments.

An owner may be disapproved for a period of up to 5 years for 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 a history or practice of failing to terminate tenancy of Section 8-assisted tenants, or tenants assisted under any other federally-assisted housing program, for activity engaged in by the tenant, any member of the household, guest or another person under the control of any member of the household that:

- Threatens the right to peaceful enjoyment of the premises by other residents;
- Threatens the health or safety of other residents, of employees of the Housing Authority, or of owner employees or other persons engaged in management of the housing;
- 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 commits drug related criminal activity or violent criminal activity

An owner may be disapproved for a period of up to 10 years for the following reason:

- The owner has engaged in any drug-related criminal activity or any violent criminal activity.

If an owner disagrees with the Housing Authority's disapproval, the owner may appeal the decision in writing within 10 calendar days from receiving the Housing Authority's decision. A supervisor will review the appeal and prepare a written decision within 30 calendar days after receiving the request. The decision of the supervisor is final.

9.11 CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, the Housing Authority need not obtain new verifications before signing the HAP contract, even if verifications are more than 60 calendar days old.

9.12 CONTRACT EXECUTION PROCESS [24 CFR §982.305(c)]

Provided that the unit passes inspection, the Housing Authority will prepare the HAP contract for execution. The family and the owner will execute the lease agreement, and the owner and the Housing Authority will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents.

The Housing Authority makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 calendar days after commencement of the lease term and no payments will be made until the contract is executed.

The following Housing Authority representatives are authorized to execute a contract on behalf of the Housing Authority: Assisted Housing's Division Director, Assistant Director, Assistant Managers and Housing Supervisors.

Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an Employer Identification Number or Social Security number, and may also be required to provide a copy of their driver's license or other photo identification.

9.12.1 Determining the Contract Effective Date

The effective date and the amount of the rental payment is communicated in writing to both the owner and family.

If the owner and the family have entered into a lease and provide a copy of the lease with the RTA, the effective date of the contract will be either:

1. The date the unit passed inspection (for families residing in the unit prior to the inspection date), or
2. The date that the Housing Authority authorized the owner to allow the family to take possession of the unit.

The contract effective date will be based on the later of these two dates. If the owner and the family have not executed a lease prior to the HAP contract negotiation process, then the HAP contract will become effective once the lease has been properly executed by both parties.

9.12.2 Prorating First Month's Rent

When the effective date of a new contract begins on a day other than the first of the month, the Housing Authority will determine a prorated contract rent amount. For consistency with rental industry standards, prorated amounts will be calculated by using 30 days to establish a daily rate (refer to 3/3/05 memo).

9.12.3 Proof Of Ownership

The Housing Authority will use property profile information obtained from a private vendor to confirm ownership of the assisted unit. If third party information cannot confirm ownership of the unit, the Housing Authority may also request a recorded deed or closing escrow statement to prove ownership.

Owners may also be required to provide a copy of a business rental license if the assisted unit is in a jurisdiction where one is required.

Any requested information must be provided prior to execution of the HAP contract. Failure to provide the requested information within a reasonable period of time, generally not more than 30 calendar days, will result in a cancellation of the RTA.

9.12.4 Establishing Eligibility To Execute HAP Contract and Related Documents

In cases involving multiple owners, the Housing Authority will accept the signature of a designee on all contracts and related paperwork if all the legal owners have jointly agreed on the person/persons who may act on their behalf.

To establish signature and/or payment authority, the Housing Authority requires that all persons who have interest in the property sign or provide a letter of authorization, giving one or more parties the right to sign contracts, other program documents and/or receive payments on behalf of the owners.

In cases involving a partnership or corporation, the Housing Authority may request the partnership agreement or incorporation documents to determine who is designated to act on the group's behalf.

The Housing Authority will not execute a HAP Contract until all proper authorization, from all appropriate parties, has been provided. Failure to provide information needed to establish authority to execute the HAP contract within a reasonable time, generally 30 calendar days, may result in a cancellation of the RTA.

Once the Housing Authority has established proper authorization, the letter of authorization will remain in effect until superceded by another authorization or the HAP contract is terminated. All changes or modification to the instructions provided in the current letter of authorization must be provided in writing.

9.12.5 Payment To The Owner [24 CFR §982.311(a)]

Once the HAP Contract is executed, the Housing Authority begins processing payments to the owner. Because the Housing Authority's sole method of payment to owners is direct deposit, new and existing owners must provide the necessary information for enrollment in the Housing Authority's direct deposit program. Payments will be made via direct deposit by the first of each month. Owners must notify the Housing Authority of any missing payments as soon as possible. The Housing Authority will accept report of missing payment both via a telephone call and/or in writing.

9.13 CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract.

The Housing Authority will process a change of ownership only upon the written request of the previous or new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.

In order to complete a change of ownership, the new owner must complete an Assumptions of Obligations and Benefits contract. This form obligates the new owner to the HAP contract. The Housing Authority will provide this document once a written request for a change is received.

When the assumption contract has been executed, the Housing Authority will send a copy of it, along with a copy of the original HAP contract and lease, to the new owner.

New owners are subject to the Housing Authority's owner disapproval policy as detailed in Section 9.10 of this chapter.

CHAPTER 10:
HOUSING QUALITY STANDARDS AND INSPECTIONS
(APPLICANTS AND PARTICIPANTS)

10.1 INTRODUCTION

This chapter describes the Housing Authority's procedures for implementing Housing Quality Standards (HQS), conducting different inspections, and setting standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences for noncompliance with HQS by the owner and family.

10.2 TYPES OF INSPECTIONS [24 CFR §982.405]

The Housing Authority conducts the following inspections, which will be explained in greater detail throughout the chapter:

- **New Contracts Inspection**: A unit must pass this HQS inspection before the Housing Authority enters into a HAP Contract with the owner.
- **Inspections at Other Times as Needed**:
  - Interim Inspection: HQS inspection conducted upon request of the owner, family or agency.
  - Emergency Inspection: HQS inspection conducted for life-threatening violations.
- **Annual Inspection**: A unit must pass its annual HQS inspection.
- **Quality Control Inspection**: The Housing Authority is required to conduct supervisor quality control HQS inspections.
- **Move-Out Inspection**: For its Moderate Rehabilitation Program, the Housing Authority may conduct a move-out inspection for contracts effective before October 2, 1995, at an owner's request, if a damage claim is to be submitted (see Section 20.9 for details on these inspections).

10.3 HOUSING QUALITY STANDARDS (HQS) [24 CFR §982.401]

HQS is the minimum quality standards set forth by HUD for tenant-based programs. These standards are in place to ensure that assisted housing is decent, safe and sanitary. All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.

Efforts will be made at all times to encourage owners to provide housing above the HQS minimum standards.

HQS applies to the building and premises, as well as the unit. In order for a unit to pass an HQS inspection, the following standards must be met.

10.3.1 Unit Space and Size
[24 CFR §982.401(d)(2)(i)]

At minimum, a living room, kitchen area, and bathroom must be located in the unit.

10.3.2 Living Room / Sleeping Room
[24 CFR §982.401(d)(2)(ii)], [24 CFR §982.401(h)(2)(iv)], [24 CFR §982.401(f)]

- ❑ The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- ❑ There must be at least one window in the living room and in each sleeping room. If the window is designed to be openable, the window must open and close properly, and be large enough to provide emergency egress.
- ❑ The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.
- ❑ Bedrooms must also have a built-in closet or wardrobe, be located within the unit (e.g., no garages), and be private (have a closing door separating it from the rest of the unit). Bedrooms should also be finished in a quality similar to other bedrooms in the home.
- ❑ In cases where an owner has modified the rental unit without obtaining the proper city and/or County building permits, the Housing Authority may rely on the legal property description for the purposes of negotiating the rent and determining how many actual sleeping rooms are in the rental unit.

10.3.3 Sanitary Facilities (Bathroom)
[24 CFR §982.401(b)], [24 CFR §982.401(h)(2)(iii)], [24 CFR §982.401(f)(2)(ii)]

- ❑ The bathroom must be located in a separate private room and contain a working flush toilet.
- ❑ Bathroom areas must have one openable window or other adequate exhaust ventilation.
- ❑ The unit must have a sink, and shower or tub in proper operating condition, with hot and cold running water.
- ❑ All walls in a tub or shower area must be covered with ceramic tile or other material that is impervious to water to prevent water damage and deterioration.
- ❑ Sinks and commode water lines must have shut off valves, unless faucets are wall-mounted. All sinks in the unit must have functioning stoppers.
- ❑ The bathroom must have a permanent ceiling or wall light fixture in proper operating condition.
- ❑ All bathrooms in the unit must be in proper operating condition.

10.3.4 Food Preparation (Kitchen) [24 CFR §982.401(c)], [24 CFR §982.401(f)(2)(ii)]

- ❑ The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner (i.e., kitchen).
- ❑ The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family.
- ❑ If the tenant is providing the stove and/or refrigerator, those appliances do not need to be present during the new contract inspection in order to pass; however, they must be in place and operable when the tenant moves in. If the owner is providing the appliances, they must be in place and operable during the new contract inspection in order to pass.
- ❑ A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- ❑ The kitchen area must have a permanent ceiling or wall light fixture in proper operating condition, and at least one electrical outlet in proper operating condition.
- ❑ The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must have a shut off valve, unless faucets are wall-mounted, and must drain into an approvable public or private system. All sinks in the unit must have functioning stoppers.
- ❑ There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

10.3.5 Ceilings, Walls, Floors and Roof [24 CFR §982.401(g)]

The unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

Ceilings, walls, floors and fences must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

- ❑ Wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If the boards cannot be leveled, they must be replaced.
- ❑ The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- ❑ In areas where plaster or drywall is sagging, severely cracked, or otherwise damaged, it must be repaired or replaced.

- ❑ The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- ❑ The roof must be structurally sound and weather tight.

10.3.6 Windows
[24 CFR §982.401(f)(1)(ii)], [24 CFR §982.401(d)(2(iii)]

All window sashes must be in good condition, solid, intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather-stripped as needed to ensure a weather tight seal.

If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the system.

Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches).

Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

10.3.7 Doors and Unit Access
[24 CFR §982.401(d)(2)(iv)], [24 CFR §982.401(k)]

All exterior doors must be solid core and weather tight to avoid any air or water infiltration, have no holes, and have all trim intact.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

All exterior doors must have dead bolt locks.

The unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

10.3.8 Thermal Environment
[24 CFR §982.401(e)]

There must be a safe system for heating the unit, in proper operating condition. The heating unit must be affixed to the unit and be able to provide adequate heat, either directly or indirectly, to each room. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable. Portable heaters are not acceptable.

10.3.9 Smoke Detectors
[24 CFR §982.401(n)]

Each assisted unit must be equipped with at least one properly working battery-operated or hard-wired smoke detector on each level of the unit.

Whenever possible, smoke detectors should be installed in a hallway adjacent to a bedroom.

If an assisted unit is occupied by a household with hearing-impaired persons, a permanently installed smoke detector designed for people with hearing-impairments must be located in each bedroom that is occupied by a hearing-impaired person.

10.3.10 Site and Sanitation [24 CFR §982.401(l)], [24 CFR §982.401(m)]

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade. These can include dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

The unit and its equipment must be in sanitary condition, and free from vermin and rodent infestation.

10.3.11 Manufactured Homes (Mobile Homes) HQS Requirements [24 CFR 982.621]

In addition to meeting all other HQS requirements, a mobile home must meet the following requirements:

- ❑ It must be situated on a site that is stable and free from hazards such as sliding or wind damage.
- ❑ Must be appropriately anchored by a tie down device that distributes and transfers the load imposed by the unit to appropriate ground anchors to resist wind overturning and sliding. Alternative types of anchors, beams and foundation bolts are permissible if they meet manufacturer's specifications.
- ❑ One operable smoke detector is required.

10.3.12 Additional Housing Quality Standards [24 CFR §982.401(a)(4)]

The Housing Authority is authorized to enhance HQS, provided that by doing so the Housing Authority does not overly restrict the number of units available for leasing. The enhancements adopted by the Housing Authority are meant to ensure that assisted units are safe in relation to other units rented throughout Los Angeles County.

In addition to the HQS identified by HUD, all assisted units must also be in compliance with the following items derived from California and Los Angeles County Code, in order to pass an HQS inspection.

- ❑ **Double Cylinder Locks**: Double-keyed deadbolts, or any other lock requiring special knowledge or a tool to open, are prohibited in a residential unit. All doors that provide an exit from the residence must be openable from the inside without the need of a key or any other special knowledge, effort or tool.

- **Swimming Pools**: Swimming pools in multifamily structures must be enclosed by a gate from 48 inches to 60 inches tall. The gate must be self-closing with a self-closing latch and a protected panel must surround the latch.
- **Hot Water Heater**: TPR and drainpipe 6 inches above the floor must be present. PVC type drainpipes are not acceptable.
- **Earthquake Straps for Water Heaters**: Must be secured for seismic stability.
- **Garages**: Garages, whether attached or detached, must be accessible. Garages are not to be used as a living space.

10.3.13 Serious Deficiencies

Assisted units must meet all HQS performance requirements in order to pass an inspection. The Housing Authority has compiled the following list of specific conditions that are considered serious deficiencies that may cause a unit to fail an inspection. This list assists inspectors in making a determination regarding the condition of an assisted unit; however, deficiencies are not limited to this list:

1. No TPR/Drainpipe on water heater
2. Clogged toilets/sinks/wash basins/bathtubs
3. Torn carpet or linoleum flooring posing a tripping hazard
4. Stretched carpet when a potential hazard exists
5. Broken mirrors, cabinets, etc.
6. Missing smoke detectors
7. Vermin infestation (fleas, roaches, termites, mice, and rats)
8. Double cylinder locks
9. Exterior/common grounds rubbish/debris/overgrown grass/weeds
10. Large holes/cracks/uneven concrete in walkway
11. Building with major peeling of wood trim/paint (directly affecting family's unit)
12. Large porcelain chips or peeling paint in bathtubs/sinks/wash basin exposing black surfaces/rust
13. Burner knobs missing on stove
14. Inoperable stove/refrigerator
15. Bathrooms where no windows are present and exhaust fans are missing/inoperable
16. Flammable products stored near water heaters
17. Signs of leaking/water damage on ceiling/roof
18. Broken windows and larger cracks which pose a potential hazard
19. Algae/debris in swimming pool
20. Loose hand rails/guard rails

21. Missing/cracked switch cover plates
22. Closet doors off track
23. Bedroom window security bar release mechanism is inoperable
24. Inoperable window locks

10.4 LEAD-BASED PAINT [24 CFR §982.401(j)]

The Housing Authority's rental assistance programs are subject to the requirements of the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992. Applicable regulations are detailed in 24 CFR §35.

The Housing Authority will be responsible for the collection of LBP disclosure information; conducting Visual Assessment inspections; assuring that Clearance Examinations are conducted; collect data regarding Elevated Intervention Blood Lead Level (EIBLL) cases, and informing owners of their responsibilities.

10.4.1 Disclosure [24 CFR §35(a)]

Owners of units built before 1978 are required to disclose to lessees all available information about the presence of lead-based paint or lead-based paint hazards and provide any available record or reports pertaining to the presence of lead-based paint or lead-based paint hazards, before the lease is enacted.

Lessees must also receive a copy of the lead hazard information pamphlet, "Protect Your Family From Lead in Your Home."

For all new contracts, the Housing Authority will require owners to certify on the RTA that they have met all applicable lead-based paint disclosure requirements. If applicable, the Housing Authority will require owners to submit a copy of the lead-based paint disclosure statement, and any inspection reports.

The Housing Authority will include a sample lead-based paint disclosure form and a lead hazard information pamphlet in voucher issuance packets for participants. Materials will be made available directly to owners upon request.

For units built before 1978, the Housing Authority will not approve an owner lease without receiving all applicable lead-based paint disclosure information.

10.4.2 Lead-Based Paint Visual Assessment [24 CFR §35(m)]

The Housing Authority is required to conduct lead-based paint visual assessments for all units built prior to 1978 that house or will house a child or children under 6 years of age, at the time of the new contract inspection and at annual inspections.

The Housing Authority inspectors conducting lead-based paint visual assessments will be trained according to HUD requirements.

The purpose of the visual assessment is to identify any deteriorated paint. Deteriorated paint is paint that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate. Inspectors will check the condition of painted surfaces. If deteriorated paint exceeds the de minimis thresholds as defined by HUD, the unit will fail the lead-based paint visual assessment. The de minimis thresholds are defined as 20 sq. ft. (2 sq. meters) on exterior surfaces; 2 sq. ft. (0.2 sq. meters) in any one interior room or space; or 10% of the total surface area on an interior or exterior type of component with a small surface area (such as window sills, baseboards, and trim.

10.4.3 Stabilization and Clearance [24 CFR §35(m)]

Owners of units that fail the lead-based paint visual assessment will be required to stabilize deteriorated paint in order for the unit to pass.

The Housing Authority will send a letter to owners of failed units that provides guidance on stabilizing paint and other required activities. Owners will have 30 calendar days from the letter date to complete the following:

- ❑ **Repair the deteriorated paint**. Work must be performed by certified lead workers using lead-safe work practices. The Housing Authority will provide owners with resources and information on meeting these guidelines.
- ❑ **Obtain a Clearance Report**. A contractor certified by the Environmental Protection Agency (EPA) must inspect the unit and prepare a Clearance Report summarizing the work completed and the inspection results.
- ❑ **Complete the Housing Authority's Lead-Based Paint Owner Certification form**. The owner must certify that all applicable requirements have been met.
- ❑ **Submit Clearance Report and Certification to the Housing Authority**. The Housing Authority will accept paperwork by mail, fax, and hand delivery.

The owner is responsible for informing tenants of all lead hazard reduction work and evaluations, in a manner consistent with HUD regulations.

If the unit has been previously certified free of lead-based paint by a certified inspector, the owner may submit a copy of the inspector's report, along with the certification form, to the Housing Authority.

The Housing Authority will review the Clearance Report and certification form for completeness. The Clearance Report must contain all information required by HUD. If the Clearance Report passes, the unit will receive a pass on the visual assessment; no further inspection visit is required.

On new contracts inspections, the passing Clearance Report and valid certification form must be received by the Housing Authority before the Housing Authority can enter into a HAP Contract with the owner. If this does not take place within 30 calendar days, the Housing Authority will cancel the RTA.

For annual inspections, if the owner fails to submit the passing Clearance Report and valid certification form within 30 calendar days, the Housing Assistance Payments (HAP) will be placed on hold (abated) for the unit and the participant

will be issued a voucher. The owner will have an additional 60 calendar days to obtain and submit a valid Clearance Report before the HAP Contract is terminated. See Section 10.11.1 for details on abatement.

Assisted Housing's Director will review reasonable cause requests for extension. Extension requests must be submitted in writing within the first 30 calendar days of the failed lead-based paint visual assessment. An extension shall not extend beyond 90 days after the date of notification to the owner of the results of the visual assessment. If an extension is approved, the HAP will not be abated during this extension period. Reasonable cause circumstances include prohibitive weather conditions, financial hardship, and rehabilitation in progress.

10.4.4 Children with Environmental Intervention Blood Lead Levels [24 CFR §35.325]

On a quarterly basis, the Division will send the Los Angeles County Department of Health Services Childhood Lead Poisoning Prevention (CLPP) Program the addresses of assisted families with children under the age of 6. CLPP Program staff will check the addresses for matches with cases of identified Environmental Intervention Blood Lead Levels (EIBLL). If a match is found, CLPP Program staff will conduct a Risk Assessment of the occupied unit and forward a report to the Division. A Risk Assessment is a comprehensive evaluation for LBP hazards that goes beyond the Visual Assessment component including paint testing, and dust and soil sampling. The Risk Assessment Report identifies lead hazards and appropriate lead hazard reduction methods.

A copy of the Risk Assessment Report must immediately be forwarded to the participating owner once received by the Division. The owner must post a Notice of Lead Hazard Evaluation within 15 calendar days and complete lead hazard reduction and clearance activities as advised in the Report within 30 calendar days. The Housing Authority is not allowed to assist *any* other participant in the unit until the owner complies with the Report.

If informed about an EIBLL case from a source other than the CLPP Program, the Division must submit the information to the CLPP Program within 5 calendar days. The CLPP Program will conduct a Risk Assessment of the occupied unit if required.

10.5 INSPECTIONS SCHEDULE

Inspections are conducted on business days between the hours of 7:00 a.m. and 5:00 p.m. An individual over 18 years of age must be present to allow entry for the inspector.

10.6 NEW CONTRACT INSPECTIONS [24 CFR §982.305(b)(2))]

Under normal circumstances, new contract (initial) inspections are conducted 7 to 10 calendar days following the receipt of a Request for Tenancy Approval. The new contract inspection is conducted in order to:

1. Determine if the unit, including common areas, meets housing quality standards.

2. Document the current condition of the unit. This will serve as the basis to evaluate the future condition of the unit, i.e. excessive wear and tear.

10.6.1 When HQS Deficiencies Must Be Corrected

If the unit fails the initial inspection, the unit will be scheduled for a follow-up inspection within 10 calendar days. The owner will be given 30 calendar days to correct the deficiencies. The owner can request an inspection sooner if repairs have been made prior to the scheduled follow-up inspection date.

If the time period given by the Housing Authority to correct the deficiencies has lapsed, or the maximum of three failed inspections has occurred, the family must select another unit.

The Housing Authority will not enter into a HAP Contract with the owner until the unit passes the inspection. However, the family may already be in the unit when the new contract inspection is conducted. If the family lives in the unit at the time of the new contract inspection, they are responsible for meeting their HQS obligations. See Section 10.8 for details of the family's HQS obligations.

10.7 ANNUAL AND INTERIM INSPECTIONS [24 CFR §982.405]

10.7.1 Annual Inspections

In order to assure that units meet housing quality standards throughout the assisted tenancy, the Housing Authority conducts inspections at least annually.

As stated in the family obligations, the family must allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice. The Housing Authority will notify the family and/or owner of the date and time of the scheduled inspection appointment in writing at least 10 calendar days prior to the inspection.

Appointments may be rescheduled for emergency situations. If the family fails to contact the Housing Authority to reschedule the inspection, or if the family misses two inspection appointments, the Housing Authority will consider the family to be in violation of the Certified Statement of Family Obligation agreement and will initiate termination procedures in accordance with the Housing Authority's policy for proposed termination.

10.7.2 Interim Inspections

Interim inspections are conducted at the request of the owner, family, or agency (usually as a result of a violation of HQS or violation of the lease). Interim inspections may be scheduled and conducted at any time of the year.

10.8 FAILED INSPECTIONS: DETERMINATION OF RESPONSIBILITY [24 CFR §982.404(b)]

If deficiencies cause an assisted unit to fail an inspection, Housing Authority inspectors will determine who is responsible at the time of inspection.

In accordance with family obligations, the following deficiencies are considered the responsibility of the family:

- Family-paid utilities not in service;
- Failure to provide or maintain family-supplied appliances; and
- Damages to the unit or premises caused by a household member or guest beyond normal wear and tear.
  - "Normal wear and tear" is defined as items that could be charged against the family's security deposit under state law or court practice.

The owner is responsible for all other HQS violations. In cases such as vermin infestation, where burden of responsibility is not immediately clear, Housing Authority inspector will determine the responsible party.

HQS deficiencies that cause a unit to fail must be corrected by the owner, unless the family is responsible for the deficiencies.

10.9 FAILED INSPECTIONS: WHEN DEFICIENCIES MUST BE CORRECTED [24 CFR §982.404(a)(3)]

10.9.1 Emergency Fail Deficiencies

Items that endanger the family's health or safety are considered emergency fails. These deficiencies must be corrected within 24 hours of inspection or verbal/written notification, but no longer than 48 hours total from the time of inspection.

In cases where the owner or responsible party cannot be notified verbally, i.e. weekends, the Housing Authority will have a written notification mailed the day of the inspection.

The following deficiencies are considered life-threatening, emergency fails, and will cause a unit to be labeled uninhabitable:

- Gas leaks
- Major plumbing problems
- Utilities not in service
- No running water
- No functioning toilet
- Unstable roof/structure

In cases where the unit is deemed uninhabitable, the family will be issued a voucher within 24 hours so that they can make arrangements to secure another residence if necessary.

If an emergency fail deficiency is not corrected in the time period required by the Housing Authority, and the owner is responsible, the housing assistance payment will be abated immediately and the contract will be terminated.

If repairs are completed and the family wishes to move back into the unit, a new RTA will need to be submitted for that unit and the New Contract Process will need to be completed again.

If the emergency fail deficiency is not corrected in the time period required by the Housing Authority, and the family is responsible, the Housing Authority will terminate the family's assistance for violating family obligations (see Chapter 15: Family Obligations), but will not abate the payment to owner for that month.

10.9.2 Non-Emergency Fail Deficiencies

Non-emergency deficiencies that cause a unit to fail the inspection must be corrected within a 30 calendar-day cycle. The family and owner will be notified of the failed items in writing. Within the 30 calendar days from the notification letter, the owner and family must make the appropriate corrections and notify the Housing Authority so that a follow-up inspection can be scheduled.

If the necessary repairs have been completed prior to the next scheduled inspection, the owner or tenant may request an earlier inspection date. Requests for earlier repair dates will be reviewed and accommodated in a case-by-case basis.

For major repairs, the Inspections Housing Unit Supervisor or Housing Supervisor may approve an extension beyond 30 calendar days. However, this extension cannot exceed 60 calendar days.

If the family is not at home for the follow-up inspection appointment, a card will be left at the unit with instructions. A second follow-up inspection will be scheduled automatically and the owner and family will be notified by mail.

If owner-caused deficiencies are not corrected in the time period required by the Housing Authority, housing assistance payments will be abated and the contract may be terminated. If family-caused deficiencies are not corrected in the time period required by the Housing Authority, housing assistance may be terminated. See Sections 10.10 and 10.11 below for more information.

10.9.3 Non-Emergency Fail Deficiencies Not Requiring Follow-up Inspection

The following deficiencies will not require a follow-up inspection if cleared by proper owner certification:

- Inoperable gas wall or floor heater
- Damaged (not missing) outlet covers
- Inoperable secondary smoke detectors
- Presence of vermin/roaches (not infestation)
- Minor faucet and/or plumbing leaks

These deficiencies must be cleared by a certification signed by owner and participant. Appropriate third-party documentation must also be supplied where appropriate, including a utility receipt, invoice, or Gas Company tag. If the certification is not approved by a supervisor, a follow-up inspection must be performed.

10.10 CONSEQUENCES OF VERIFIED FAMILY-CAUSED DEFICIENCIES [24 CFR §982.552(a)]

The family has a responsibility to maintain the assisted unit in good condition and to notify the owner of needed repairs. If non-emergency violations of HQS are determined to be the responsibility of the family, the Housing Authority will require the family to make any repair(s) or corrections within the 30 calendar-day cycle. Housing assistance will be terminated if an assisted unit continues to fail housing inspections for family-caused deficiencies or the family fails to keep scheduled appointment(s). See Chapter 15 (Family Obligations) for more information.

Extensions will be granted on a case-by-case basis and must be approved by the Unit Supervisor.

If it has been concluded that all deficiencies are family-caused, the owner's rent will not be abated for such items.

10.11 CONSEQUENCES OF VERIFIED OWNER-RELATED DEFICIENCIES [24 CFR §982.404(a), 24 CFR §982.452 and 24 CFR §982.453]

The owner is responsible for maintaining the unit in accordance with HQS. When it has been determined that an assisted unit fails to meet HQS, the owner of that unit is responsible for completing the necessary repair(s) in the time period specified by the Housing Authority. If the owner fails to correct deficiencies within the specified time period, the Housing Authority is obligated to withhold (abate) housing assistance payments.

10.11.1 Abatement [24 CFR §982.453(b) and 24 CFR §982.404(a)(3)]

Abatement is defined as withholding Housing Assistance Payments (HAP) to the owner for the period of time the unit is out of compliance with HQS requirements.

HAP will be abated if:

1. **The assisted unit fails the first and second housing inspections due to owner-related deficiencies.**

   If a unit fails the first inspection due to owner-related deficiencies, the notice sent to the owner stating the deficiencies, repairs that need to be made, and the date of the next inspection will also serve as notice that HAP will be abated if the unit fails a second inspection due to owner-related deficiencies.

   If, after the 30-day correction period, the unit then fails the second inspection due to owner-related deficiencies, the Housing Authority will stop payment on the first day of the month following the expiration of the 30-day correction period.

   The owner will be notified of the date of a final inspection. Under normal circumstances, the Housing Authority will inspect an abated unit within 30 calendar days after the abatement notification has been issued.

If the owner makes repairs during the abatement period, HAP payments will resume on the day the Housing Authority's inspector has verified the corrections and the unit passes inspection.

A 30-day calculation standard will be used to reconcile abatement payments. Please refer to memo dated 3/3/05.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the family is not responsible for the Housing Authority's portion of rent that is abated. However, the family is responsible to pay its portion of the rent while abatement is in effect.

If an assisted unit fails the third and final housing inspection for owner-caused deficiencies, the Housing Authority will terminate the HAP Contract. The Housing Authority will notify the owner of the termination in writing 30 calendar days before it becomes effective. Abatement will remain in effect until the effective date of the termination.

The Housing Authority is prohibited from implementing rent abatement for family-caused deficiencies. However, abatement will apply if family-caused and owner-related deficiencies exist together.

2. **The Housing Authority has verified that the assisted unit has emergency fail deficiencies, and the owner did not complete the necessary repairs within the required timeframe**.

3. **A unit built before 1978 that houses or will house a child under 6 years of age fails the lead-based paint visual assessment, and the owner fails to submit a complete, passing clearance report and certification within 30 calendar days.** Owners will receive notice by mail if a unit fails the lead-based paint visual assessment. They will have 30 calendar days from the date of the notice to perform clearance and submit passing paperwork. If the owner fails to meet these requirements (see Section 10.4 for more information on lead-based paint), HAP will be abated and the Housing Authority will stop payment on the first day of the month following. The participant will be issued a voucher. The owner will have an additional 60 calendar days to obtain and submit a valid Clearance Report before the HAP Contract is terminated.

Families that reside in units that have been abated will be issued a voucher and will have the option to move even if the assisted unit passes inspection at the third and final inspection (this excludes participants of the Moderate Rehabilitation Program).

10.11.2 Termination of Contract [24 CFR §982.453(b)]

When the HAP Contract has been terminated, the family will be required to move in order to continue receiving rental assistance.

RTA submitted for units that have been terminated due to abatement will be reviewed on a case-by-case basis. In cases where the RTA is accepted, the family will be brought in for counseling on their situation.

10.12 QUALITY CONTROL INSPECTIONS [24 CFR §982.405(b)]

To ensure efficient program operations, it is essential for management to apply sound quality control practices. The purpose of quality control inspections is to objectively ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of HQS.

Quality control inspections will be performed by a Quality Assurance Representative according to SEMAP Indicator #5 which meets the minimum quality control sample size for the number of units under HAP contract during the last completed Housing Authority fiscal year for SEMAP.

CHAPTER 11:
SETTING PAYMENT STANDARDS AND DETERMINING RENT REASONABLENESS (APPLICANTS AND PARTICIPANTS)

11.1 INTRODUCTION [24 CFR §982.503]

The Housing Authority is responsible for ensuring that the rents charged by owners are reasonable based upon objective comparables in the rental market. When the Housing Authority has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will make timely payments to the owner and notify the owner of the procedures for rent adjustments in the rental assistance programs. This chapter explains the Housing Authority's procedures for setting and adjusting the payment standards and conducting rent reasonableness surveys.

11.2 PAYMENT STANDARDS FOR THE VOUCHER PROGRAM [24 CFR §982.503(b)(1)]

HUD regulations allow the Housing Authority to set Payment Standards at a level that is between 90 percent to 110 percent of the Fair Market Rent for Los Angeles County. The Housing Authority must set the payment standard at a level that is high enough to ensure that families are able to afford quality housing while also balancing the need to provide assistance to as many families on the waiting list as possible.

The Housing Authority will review the payment standards at least annually to determine whether an adjustment should be made for some or all unit sizes. The following provides a list of the factors that will be used to evaluate the adequacy of the payment standard and/or be used to make a determination to adjust standards, as appropriate.

11.2.1 Assisted Families' Rent Burdens

The Housing Authority will review reports showing the percent of income used for rent by voucher families to determine the extent to which the rent burden is more than 50 percent of income.

If more than 40 percent of program families in the overall program, or for a specific unit size, are contributing in excess of 50 percent of their adjusted monthly income towards rent, the Housing Authority will consider increasing the voucher payment standards. The payment standard will not be raised if:

- ❑ The payment is already at the maximum level HUD will allow (110%).
- ❑ The Housing Authority would have to reduce the number of new admissions by 20 percent or more for the upcoming year in order to fund the increase.

11.2.2 Success Rate of Voucher Holders

The Housing Authority will periodically review the success rate of voucher holders. If 25 percent or more of new admissions and/or families wishing to move are unable to use the vouchers due to current rental rates in Los Angeles

County, the Housing Authority will consider increasing the payment standard for particular unit sizes and/or the entire program, as appropriate.

The payment standard will not be increased if:

- ❑ The payment is already at the maximum HUD will allow (110%)
- ❑ The Housing Authority would have to reduce the number of new admissions by 20 percent or more for the upcoming year in order to fund the increase

11.2.3 Rent Reasonableness Database

The Housing Authority will review the rent information in the rent reasonableness data bank and compare it to the payment standards established for the Housing Choice Voucher Program. If the rent reasonableness review indicated that the payment standards are higher than the average rental unit in Los Angeles County, the payment standard for the specific unit size, or all payment standards, will be lowered to reflect the current market rents.

11.2.4 Quality of Units Selected

The Housing Authority will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

11.2.5 File Documentation

A file will be retained in the Housing Authority's Administrative Support Unit for at least 3 years to document the analysis and findings to justify whether or not the Payment Standard was changed.

11.3 RENT REASONABLENESS DETERMINATIONS [24 CFR §982.507]

Rent reasonableness determinations are made when units are placed under HAP contract for the first time and when an owner requests a rent increase. The Housing Authority will determine and document on a case-by-case basis that the approved rent [24 CFR §982.507(b) and §982.507 (c)]:

1. Does not exceed rents currently charged on new leases by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and
2. Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

An average of at least three comparable units will be used for each rent determination. Of these, one may be from the first category, and the remaining two should be from the second category. In cases where three comparable units are not available, due either to the unit's location, age or other special features, two comparables may be used to determine the appropriate rent, one from each category identified above.

All comparables must be based on the rent that the unit would command if leased in the current market. Leased in the current market means that the unit has been leased within the last 12 months.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The Housing Authority will consider the census tract in which the unit is located to be the market area for the purposes of obtaining rent comparables. If a unit is located in a census tract that is primarily industry, or where no comparable units can be found, the Housing Authority will seek rent comparables in neighboring census tracts. In such cases, may require an inspector to go out to do a visual check of the two neighborhoods to ensure comparability.

The following items will be used for rent reasonableness documentation:

- ❑ Number of Bedrooms (see Chapter 10 for definition of bedroom)
- ❑ Facilities
- ❑ Location
- ❑ Quality
- ❑ Amenities
- ❑ Date Built
- ❑ Unit Type

11.3.1 Management and Maintenance Services

The Housing Authority maintains a computer database which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than 12 months old.

In order for a unit to be considered comparable to another, the units must:

- ❑ Be located in the same census tract;
- ❑ Have been built within 10 years of each other;
- ❑ Have three or more similar services and/or amenities;
- ❑ Have the same number of bedrooms; and
- ❑ Be the same unit type. Single-family structures will generally not be compared to multifamily structures. However, the Housing Authority may make an exception in unique cases where no other selection of rental units exists in the area.

11.3.2 Appealing a Rent Reasonableness Determination

If the owner of the property disagrees with the rent reasonable determination, the owner may appeal the decision in writing by submitting an appeal that includes a list of comparable rental units that the owner has found to justify their requested rent amount.

Before using a list of rental units submitted by the owner, the Housing Authority would confirm that the units are indeed comparable using the criteria outlined above. If the units are not comparable, the Housing Authority will not use these units in the rent comparability survey and the owner will be notified of the decision.

At the owner's request, the Housing Authority will release information on the unit addresses used in the rent comparability survey. If the owner finds that the information used by the Housing Authority is incorrect, the Housing Authority will re-verify the rental comparables used and re-determine the rent comparability for the unit.

11.3.3 Rent Increases [24 CFR §982.519]

As stated in the HUD Tenancy Addendum, the owner must notify the Housing Authority at least 60 days before the proposed effective date of any intended rent increase. The tenant must be notified in writing, and the written notice must be submitted to the Housing Authority.

As authorized by the HAP contract, the Housing Authority will not approve a rent increase if the HAP contract is in abatement for owner-related HQS deficiencies. In accordance with the HUD Tenancy Addendum, the Housing Authority will disapprove requests made during the initial term (first 12 months) of a lease.

The Housing Authority will use the same criteria defined above to determine if a request for a rent increase meets the rent comparability requirement. If the new rent is not rent comparable, the Housing Authority will advise both the owner and the family that the increase cannot be approved. If a partial rent increase can be approved, the Housing Authority will notify the owner, and process the partial increase upon owner approval.

An owner who disagrees with the determination may exercise any of the following options:

- ❑ Appeal the rent comparability determination using the steps outlined above.
- ❑ Adjust his/her request for a rent increase.
- ❑ Serve the family with a proper termination notice.

CHAPTER 12:
RE-EXAMINATION
(PARTICIPANTS)

12.1 INTRODUCTION
[24 CFR §982.516(a)]

To assure that tenancy is restricted to participants meeting the eligibility requirements for continued occupancy and are charged appropriate rents; the eligibility status of each participant is re-examined on an annual basis per HUD requirements.

When families move to another dwelling unit, a re-examination is completed and the anniversary date changed.

12.1.1 Procedure

To maintain program efficiency and integrity, the Housing Authority at its own discretion may conduct re-examination interviews by mail or in-person. The Housing Authority will attempt to conduct all annual re-examinations interviews through the mail. Annual re-examinations not completed through the mail process will be conducted in person.

12.2 RE-EXAMINATION NOTIFICATION TO THE FAMILY

Participating families are advised of the annual re-examination requirement and the importance of reporting income and family composition changes as they occur during the initial re-examination.

12.2.1 Persons with Disabilities
[24 CFR §8.24(a)]

Persons with disabilities who are unable to come in to the Housing Authority's office will be granted an accommodation of conducting the interview at the person's home or by mail, upon verification (physician or medical documentation) that the accommodation requested meets the need presented by the disability.

12.2.2 Requirements to Attend

If it is determined that a participant (family) will need to come to the Housing Authority's office then all adult household members 18 years and older will be required to attend the re-examination interview.

12.2.3 Failure to Respond

If a family fails to complete or return the required re-examination documents within the specified timeframe, the Housing Authority will schedule the family for a mandatory appointment. The appointment letter will provide the date and time of the appointment and a list of items that family will need to bring. Additionally, the appointment letter will serve as a proposed termination notice and will contain the date of termination as well as a specified timeframe to request an informal hearing.

If the family fails to attend the appointment or fails to bring all the required information and has not requested an informal hearing, Housing Assistance Payments will be stopped.

If the family is able to provide documentation of an emergency situation that prevented them from completing the required re-examination documents or attending the mandatory appointment, the Unit Supervisor at his/her own discretion may, on a case-by-case basis reschedule the appointment.

12.2.4 Documents Required from the Family

The re-examination documents will include instructions and appropriate forms that need to be submitted to complete the re-examination. The required forms and documentation are the following:

1. Documentation of income for all family members;
2. Documentation of assets;
3. Documentation of medical or child care expenses;
4. Certified statement of family obligations; and
5. Consent for Release of Information (signed by all household members over 18 years of age).

Verification of these documents will be conducted in accordance with Housing Authority procedures and guidelines described in this plan.

12.2.5 Tenant Rent Increases

If the tenant rent increases, a 30-day notice of increase in rent is mailed to the family before the anniversary date.

If less than 30 calendar days are remaining before the anniversary date, the new tenant rent will be effective on the first of the month following the 30-day notice. If the Housing Authority was unable to process the re-examination on a timely basis due to the family's failure to provide re-examination documents, then the rent increase will be effective retroactive to the appropriate anniversary date.

If the family causes a delay in the re-examination processing, there will be a retroactive increase in rent to the anniversary date. In this particular case, the owner will receive a retroactive HAP payment and every effort will be made to recover lost rent from the tenant.

12.2.6 Tenant Rent Decreases

If the tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so the processing of the re-examination is not completed by the anniversary date, the rent change will be effective on the first day of the month following the completion of the re-examination processing.

12.3 INTERIM RE-EXAMINATION [24 CFR §982.516(b)(3)]

No TTP adjustments will be affected between dates of periodic re-examination or pre-scheduled re-examinations except as noted below:

Tenants are required to submit information affecting eligibility income at all re-examinations. Additionally, tenants are required to report the following changes in family circumstances:

1. Changes in family composition, including loss or addition of one or more family members through death, divorce, birth, or adoption [24 CFR §982.516(c)], and
2. Changes in family income including increases and decreases for income received by the family.

A family is required to report these changes to the Housing Authority within 30 calendar days after the change has occurred. Once notified, the changes that affect the eligibility income will be verified.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular re-examination after moving into the unit. See Section 7.10.7 (Verification of Citizenship/Eligible Immigration Status) for details.

12.3.1 Interim Changes in Income

- **Decreases**: If the information provided results in a decrease in tenant rent, a modification to the HAP Contract is executed to be effective the first of the month following the month in which the required documentation is supplied by the participant.
- **Increases**: If the information provided results in an increase in tenant rent, the Housing Authority may conduct an interim re-examination, or may flag the file and make adjustments at the annual re-examination. In either case, the tenant will be notified in writing at least 30 calendar days in advance of an increase.

12.4 SPECIAL ADJUSTMENTS

If, at the time of re-examination, a family is clearly of low-income, and it is not possible to make an estimate of the family's income for the next 12-month period; A special re-examination will be scheduled to accommodate the family's circumstances. This includes cases where:

1. A tenant is unemployed and there are no anticipated prospects of employment, or
2. The conditions of employment and/or receipt of income are too unstable to validate usual and normal standards for determination. An interim re-examination will be scheduled for families with zero or unstable income every 3 months.

Families whose past employment has been sporadic or who are on welfare, become employed, then are unemployed, or are self-employed, will not be given

special re-examination. If such an income pattern has been established and is expected to continue, then a reasonable 12-month estimate of the income may be based upon past income and present rate of income.

Furthermore, special re-examinations must be clearly set for a definite time to assure compliance.

12.5 CHANGES IN FAMILY COMPOSITION [24 CFR §982.516(c) and 24 CFR §982.551(h)(2)]

The composition of the assisted family residing in the unit must be approved by the Housing Authority. An interim re-examination will be conducted for any changes in family composition.

The Housing Authority may verify changes in family composition as detailed in Section 7.10.5.

12.5.1 Allowable Family Additions [24 CFR §982.551(h)(2)]

Allowable family additions are the following:

1. Addition due to birth, adoption or court awarded custody
   - Must be reported to the Housing Authority, in writing, within 30 calendar days of the occurrence. Families should notify the owner and comply with any lease requirements to obtain owner approval.
2. Other allowable persons:
   - The family must request approval from the owner and the Housing Authority before the person is added. Anyone who moves into the unit without written owner and Housing Authority approval is considered an unauthorized person.
     - Addition of marriage/or marital type relation (i.e., couples that certify that they intend to live in the same principal residence indefinitely and/ or register in California as domestic partners);
     - Addition of a minor who is a child of the head of household, spouse or marital-type partner, who have been living elsewhere; and
     - Addition of a Housing Authority-approved live-in attendant;
     - Addition of an adult child due to recent discharge from the military.

As part of the approval process, the Housing Authority conducts a criminal background check, and may also conduct a credit review, on all new potential family members, 18 years of age and older. Criminal records will only be used to screen new household members. They will not be used for lease enforcement or eviction of residents already receiving tenant-based rental assistance.

If an approved change requires a larger size unit due to overcrowding, the change in voucher size will be made effective immediately (see Chapter 5). The Housing Authority will determine the assistance, based on funding availability.

12.5.2 Decreases in Family Size

When a family member leaves the household, the absence must be reported to the Housing Authority, in writing, within 30 calendar days of the occurrence, as detailed in Section 6.8.9 (Reporting Absences to the Housing Authority). The change in family composition may impact the voucher size, as explained in Chapter 5 (Subsidy Standards).

If a decrease in family size results in a decrease of the voucher size, the Housing Authority may exercise the option to downsize the family's voucher size and require the family to move.

Generally, families will be asked to move if the unit is two bedrooms or larger than the family is eligible to rent. When this is necessary, the family will be granted 120 calendar days to locate another suitable unit. Extensions are granted in accordance with the policy outlined in Chapter 8 (Voucher Issuance and Briefings).

However, if the family's Total Tenant Payment unit does not exceed 50 percent of the family's monthly-adjusted income, the family will be allowed to remain in the unit.

12.6 CONTINUATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR §5.504(b)]

Families that include at least one citizen or eligible immigrant, and any number of ineligible members, are considered "mixed" families.

"Mixed" families that were participants on or before June 19, 1995, shall continue full assistance if they meet the following criteria:

1. The head of household or spouse is a U.S. citizen or has eligible immigrant status, **and**
2. All members of the family other than head, spouse, parents of head, parents of spouse, children of head or spouse are citizens or eligible immigrants. The family may change the head of household designation to another adult member of the family to qualify under this provision.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance.

CHAPTER 13:
ALLOWABLE MOVES/PORTABILITY
(APPLICANTS AND PARTICIPANTS)

13.1 INTRODUCTION

This chapter defines the procedures, restrictions and limitations for moving, for new applicants and current participants.

As stated in HUD regulations, eligible families participating in the Housing Choice Voucher Program have the right to receive tenant-based voucher assistance anywhere in the United States, in the jurisdiction of a public housing agency (PHA) administering a Housing Choice Voucher program. This program feature is called "portability." This chapter includes the Housing Authority's procedures for new applicants and current participants that "port out" of the Housing Authority's jurisdiction.

Additionally, this chapter specifies the Housing Authority's policies for receiving "incoming ports" from other public housing agencies.

The option of portability does not apply to families assisted under the Moderate Rehabilitation Program.

13.2 ALLOWABLE MOVES AND RESTRICTIONS

13.2.1 Restrictions on Moves

The Housing Authority may deny families permission to move if:

- There is insufficient funding for continued assistance;
- The family has violated a family obligation;
- The family is in the initial term of the lease (see 13.2.4 for exceptions); or
- The family owes money to this Housing Authority or another PHA. See Section 17.2 (Repayment Agreements for Families) for more information on allowable moves for families with repayment agreements.

In the event of insufficient funding, the Housing Authority is approved to deny new and assisted families permission to move if the family chooses to move to a higher cost area. New or assisted families will not be permitted to move to a different public housing agency's jurisdiction if the new HAP is higher than the current HAP subsidy for a participant, or the estimated HAP for an applicant, unless the receiving PHA chooses to absorb the new or assisted family into their Section 8 program.

13.2.2 Allowable Moves for New Applicants [24 CFR §982.353]

A family who lives and/or works in the Housing Authority's jurisdiction at the time they are admitted to the Housing Choice Voucher Program may choose, as their initial housing:

- To remain in their current unit (this is referred to as leasing-in-place);

- A unit anywhere within this Housing Authority's jurisdiction; or
- A unit outside of this Housing Authority's jurisdiction. For more information, see the Outgoing Portability section of this chapter.

A family who does not live or work in this Housing Authority's jurisdiction at the time they are admitted to the Housing Choice Voucher Program must initially locate a unit within this Housing Authority's jurisdiction in order to receive assistance. The family does not have any right to portability until they have resided in this Housing Authority's jurisdiction for at least 12 months [24 CFR §982.353(c)].

- Under limited conditions, the Housing Authority may waive this requirement. Examples of situations that may warrant an exception to this rule include life-threatening situations or as a reasonable accommodation. However, in all cases both the Housing Authority and the receiving jurisdiction must agree to allow the move. If the receiving public housing agency does not agree, the Housing Authority will not approve a transfer [24 CFR §982.353(c)(3)].

13.2.3 Allowable Moves for Current Participants [24 CFR §982.314]

A family that initially receives assistance for a unit leased in this Housing Authority's jurisdiction may request to move to another unit and receive continued assistance. Families in good standing may move with continued assistance if:

1. The assisted lease for the old unit has ended because the Housing Authority has terminated the HAP contract for owner breach [24 CFR §982.314(b)(1)(i)];
2. The lease was terminated by mutual agreement of the owner and the family [24 CFR §982.314(b)(1)(ii)]. The Housing Authority must receive a copy of this notice;
3. The owner has given the family a notice to vacate for reasons other than a lease violation [24 CFR §982.314(b)(2)]. The Housing Authority must receive a copy of this notice; or
4. The family has given proper written notice of lease termination after the initial lease term and in accordance with State law. This generally requires a 30-day notice; however, the Housing Authority recommends that families provide a 60-day notice in order to ensure a smooth transition to the new unit [24 CFR §982.314(b)(3)]. The Housing Authority must receive a copy of this notice.

A family is considered to be in good standing if they have not violated the terms of the lease, any program regulations and do not owe any money to this Housing Authority or another public housing agency.

Families that are eligible to move with continued assistance may choose to move to a unit that is:

- **Within this Housing Authority's jurisdiction**. This type of a move is called a "reserve vacate." This means that the family is moving from a

unit, which could result in a temporary vacancy in the program until another unit is secured; however, the slot remains reserved for the family until the time they lease another unit.

- **Outside Housing Authority's jurisdiction**. See the Outgoing Portability section of this chapter for more information.

13.2.4 Restrictions on Moves During the Initial Lease [24 CFR §982.314(c) and §982.314(e)]

Generally, families will not be permitted to move during the initial lease (12 months), or more than once in any 12-month period except as noted below:

1. **Life-Threatening Situations** (witness to or victim of a crime, HQS emergency items, natural disaster, unsafe environment, etc.)
2. **Reasonable Accommodation**: A family may request to move to accommodate a disability. The Housing Authority may approve the move as a reasonable accommodation and grant the request to move. However, the owner of the property must agree to release the tenant from the lease.
3. **Mutual Termination**: The family and the owner agree to mutually terminate the contract. If a family requests to terminate a HAP contract based on a mutual termination more than once in a 12-month period, the Housing Authority may review the reason for the mutual termination. If the owner is requesting a mutual termination in lieu of enforcing tenant obligations under the lease, and there is evidence that the family has committed violations of the lease, the Housing Authority may terminate the family for non-compliance with family obligations.

13.3 PROCEDURES FOR MOVES FOR CURRENT PARTICIPANTS [24 CFR §982.314(d)]

Eligible families who wish to move must first provide the Housing Authority and the property owner with proper written notice. Once the Housing Authority has received the notice, the family may be required to provide current income information, if income verification is more than 60 calendar days old. This information is needed in order for the family to be issued a new voucher.

At the same time the voucher is issued, the family will receive a Request for Tenancy Approval (RTA). The family should begin looking for housing immediately in order to ensure a smooth transition to the new unit.

- Requests to move for families wishing to port to another jurisdiction must be submitted in writing.

Families in the Housing Authority's jurisdiction that are unable to locate a new unit by the time they are supposed to vacate the old unit are responsible for contacting the owner and negotiating to stay in the current unit longer. In order for an extension to be approved by the Housing Authority, both parties must sign and complete the required contract extension form, indicating the revised effective expiration date, and submit it to the Housing Authority before the contract is set to expire. Once the request has been received, the Housing

Authority will release payments to the owner as appropriate. If the owner does not agree to extend the notice, the family may be required to seek alternative housing, at their own expense, in the interim.

13.4 OUTGOING PORTABILITY PROCEDURES [24 CFR §982.355(c)]

Both new applicants and current participant families must first identify the new jurisdiction where they will be moving. Once the Housing Authority has received this information, the Housing Authority will:

1. Notify the receiving public housing agency (PHA) that the family wishes to relocate into its jurisdiction [24 CFR §982.355(c)(3)];
2. Advise the family how to contact and request assistance from the receiving PHA [24 CFR §982.355(c)(2)]; and
3. Provide the following documents and information to the receiving PHA [24 CFR §982.355(c)(4)]:
   - A copy of the family's voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
   - The most recent HUD 50058 form and verifications.
   - The Family Portability form (HUD-52665).

New applicant families will be subject to the income eligibility requirements of the jurisdiction in which they will be receiving assistance [24 CFR §982.353(d)].

13.4.1 Briefing for Families Wishing to Exercise Portability

Since families wishing to move to another jurisdiction must understand that the policies and procedures of the receiving PHA prevail, the Housing Authority will provide counseling for those families who express an interest in portability. This will include a discussion of difference in payment standards, subsidy standards, and income limits, if applicable.

13.4.2 Payment to the Receiving PHA [24 CFR §982.355(d) and §982.355(e)]

If the receiving PHA chooses to administer and bill assistance on the Housing Authority's behalf, the Housing Authority will reimburse the receiving PHA for costs associated with administering the voucher, as specified in HUD regulations.

The receiving PHA must submit to the Housing Authority the initial billing no later than 60 days following the expiration date of the family voucher issued or within 10 days of an executed contract.

The Housing Authority will ensure that the receiving PHA receives all subsequent monthly payments no later than the fifth working day of each month.

13.5 INCOMING PORTABILITY PROCEDURES [24 CFR §982.355]

Eligible participants in the Housing Choice Voucher Program in other public housing agencies may be assisted in the Housing Authority's jurisdiction.

For a family to port in to the Housing Authority's jurisdiction, the Housing Authority must receive, from the initial PHA:

- The Family Portability form (HUD-52665) with Part I completed.
- A copy of the family's voucher with a valid expiration date.
- The most recent HUD 50058 form and required income verifications supporting the form.

13.5.1 Policies on Absorption and Administration [24 CFR §982.355(d) and §982.355(e)]

For incoming ports, the Housing Authority may, if funding permits, accept a family with a valid voucher from another jurisdiction and absorb the voucher. The Housing Authority may also exercise the option to administer the initial public housing agency's voucher and bill the initial PHA as authorized in the regulations.

If the Housing Authority chooses to administer, it will submit to the initial PHA an initial billing no later than 60 days following the expiration date of the family voucher issued or within 10 days of an executed contract to ensure timely receipt of payment.

All subsequent monthly billing payments are to be received by the Housing Authority no later than the fifth working day of each month.

13.5.2 Income and Total Tenant Payment Review [24 CFR §982.355(c)]

The Housing Authority will conduct an initial review of all incoming port families. The Housing Authority will:

- Conduct criminal background and registered sex offender registration checks of family members (see Section 13.5.3 below).
- Verify identifying documents, family income and composition.
- As necessary, the Housing Authority will change the bedroom size of a family's voucher to comply with the Housing Authority's subsidy standards. If this occurs, the family will be notified in writing of the change.
- If family income documents are missing or there has been a change in the family's circumstances, the Housing Authority may re-determine the family's TTP.
- For incoming port families who have not yet leased a unit under the Housing Choice Voucher Program (initial applicants), the Housing Authority must verify that the family meets the Housing Authority's income limits.

If a re-determination is necessary, the Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-determination reveals that the family is not eligible for assistance in the Housing Authority's jurisdiction. In such cases, the family will be referred to the initial PHA for further assistance [24 CFR §982.355(c)(4)].

In general, all families porting into the Housing Authority's jurisdiction will be issued a Housing Authority voucher. The term of the voucher may not expire before the expiration date noted on the voucher issued by the initial public housing agency. The Housing Authority will determine whether to extend the voucher term, if necessary, based on the Housing Authority's policy for extension. The Housing Authority will notify the initial PHA if such an extension is granted [24 CFR §982.355(c)(6)].

If a family that has ported into the Housing Authority's jurisdiction is unable to locate a unit within the allotted time authorized on the voucher, the Housing Authority will notify the issuing PHA that the voucher did not result in a HAP contract.

Approval of any unit is subject to rent reasonableness and a passed inspection [24 CFR §982.401(a)(3)].

13.5.3 Criminal Background Checks for Incoming Portability 24 CFR §982.355(c)(9) – (10) and PIH Notice 2004-12

The Housing Authority will conduct criminal background and sex offender registration checks for all incoming portability families and will not delay issuing the family a voucher but will take subsequent necessary action, including up to termination of a family's assistance (see Section 2.8 for details on screening).

The Housing Authority will take the following steps to minimize the number of terminations for families that are porting into its jurisdiction:

- At voucher issuance, families be will informed of the Housing Authority's criminal background policies and that they will be going through a background check and offered an opportunity to return to their originating PHA.
- If it is determined before a contract is effective that a family member is unsuitable due to a criminal background check the family will be given the options of returning to the originating household or excluding the culpable family member.
- If it is determined after a contract is effective that a family member is unsuitable and the Housing Authority is billing the originating PHA, the family will have the option of returning to the originating PHA or exclude the culpable household member.
- If it is determined after the contract is effective that a family member is unsuitable and the Housing Authority has absorbed the contract, the family will only have the option of excluding the culpable household member and will not be allowed to return to the originating household.

The contract will be terminated if it has been absorbed and if the family chooses not to exclude the culpable household member or there are no other adult eligible household members.

13.5.4 Terminations

In cases where the Housing Authority is administering a contract on behalf of another PHA, the Housing Authority will notify the initial PHA in writing of any termination of assistance within 30 calendar days of the termination.

13.5.5 Informal Hearings/Reviews [24 CFR §982.555]

If an informal hearing is required and requested by the family, the Housing Authority will conduct the hearing only if the participant has been assisted within the Housing Authority's jurisdiction. Such hearings will be conducted using the regular hearing procedures included in this plan. Families who have not yet received assistance in the Housing Authority's jurisdiction are eligible for informal reviews, as detailed elsewhere in this administrative plan.

The initial PHA will be responsible for collecting amounts owed to that public housing agency by the family for claims paid and for monitoring repayment. If the initial PHA notifies the Housing Authority that the family is in arrears or the family has refused to sign a Repayment Agreement, the Housing Authority will terminate assistance to the family.

CHAPTER 14:
CONTRACT TERMINATIONS
(PARTICIPANTS)

14.1 INTRODUCTION

The chapter identifies the key documents/contracts that set forth the responsibilities of each party involved in the rental assistance relationship and outlines the policies and procedures under which these contracts can be terminated.

14.2 DESCRIPTION OF DOCUMENTS

There are three parties involved in the rental relationship: the assisted family, the owner and the Housing Authority.

The rights and responsibilities of the assisted family are defined in the voucher or certificate and the Certified Statement of Family Obligations. A copy of the voucher or certificate is provided to the family at admission and each time a new voucher is issued. The family signs the Certified Statement of Family Obligations annually.

The relationship between the family and the owner is outlined in the rental lease. Generally, the term of the lease is for one year and then turns into a month-to-month tenancy. Although the Housing Authority is not a part of the lease, HUD regulations allow public housing agencies to act against the family for serious or repeated violations of the lease.

The terms of the relationship between the owner and the Housing Authority are outlined in the Housing Assistance Payments (HAP) contract. The term of the HAP contract is the same as the term of the lease.

14.3 TERMINATION OF THE LEASE BY THE FAMILY: MOVES [24 CFR §982.309(c)]

For continued tenant assistance, the family cannot terminate the lease until after the initial term of the lease except for material breach of the lease by the owner. The lease determines the notice period for termination to the owner. Most leases require, at minimum, a 30-day notification. However, the Housing Authority recommends that families provide a minimum of a 60-day notice in order to allow enough time for a smooth transition of assistance from the old unit to the new unit. To initiate the lease termination, the family must send a written notice to the owner and the Housing Authority no less than 30 calendar days before the vacate date.

14.4 TERMINATION OF THE LEASE BY THE OWNER

An owner or manager may bifurcate (separate) a lease in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, or terminating assistance, or terminating

assistance, or otherwise penalizing the victim of such violence which is also a tenant or lawful occupant.

14.4.1 Terminating the Lease During the Initial Term of the Lease [24 CFR §982.310(a)]

During the term of the lease, the owner may not terminate the tenancy except for good cause, which includes serious or repeated violations of the lease and/or violations of federal, state or local law that imposes obligations on the family in connection with the use of the unit.

Under such conditions, the owner must provide both the family and the Housing Authority with a copy of any notice to move or eviction action. An eviction action is defined as a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action. Any eviction notice served to a family must specify the grounds for the termination of the tenancy.

An owner may commence termination of a tenancy for good cause by serving a legal notice of termination on the family for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease [24 CFR §982.310(a)(1)];
2. Violation of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises [24 CFR §982.310(a)(2)]; and
3. Other good cause, [24 CFR §982.310(a)(3)] including:
    - Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises [24 CFR §982.310(d)];
    - Any drug-related criminal activity on or near the premises; or
    - Tenant disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.

14.4.2 Terminating the Lease After the Initial Term of the Lease

After the initial term of the lease, the owner may terminate the lease for other good cause. Examples of other good cause include:

- Business or economic reason for regaining possession of the unit;
- Owner's desire to repossess the unit for personal or family use or for a purpose other than residential property;

When terminating the lease for business or economic reasons, the owner is required to provide a 90-day notice to both the family and the Housing Authority.

14.4.3 Requests for Criminal Records by Project-Based Section 8 Owners [24 CFR §5.903(d)]

Project-based Section 8 owners (excludes housing choice voucher owners), that have contracts with the Housing Authority, may request that the Housing Authority obtain criminal records, on their behalf, for the purpose of eviction or lease enforcement. The Housing Authority will, however, charge a fee in order to cover costs associated with the review of criminal records.

Project-based owners must submit the following items in order for the Housing Authority to process criminal records. Owner requests must include:

1. A copy of a signed consent form from each adult household members, age 18 years and older. Included in the consent form must be a legible name, the date of birth, a California Identification Number, and a Social Security number. This information will be used for the sole purpose of distinguishing persons with similar names or birth dates.
2. An owner's criteria or standards for evicting drug criminals in accordance with HUD regulations (§ 5.857 of 24 CFR Parts 5 et al.); or criteria for evicting other criminals (§ 5.858 of 24 CFR Parts 5 et al.); or criteria for lease enforcement.

Once the Housing Authority obtains the criminal records, a determination will be made as to whether a criminal act, as shown by a criminal record, can be used as a basis for eviction or lease enforcement. The Housing Authority will base its determination in accordance with HUD regulations and the owner criteria.

It is important to note that the Housing Authority will not disclose the participant's criminal conviction record, nor the content of that record to the owner unless the owner is proceeding with a judicial eviction process. In the case of a judicial eviction, the owner must provide the Housing Authority with a certification that the criminal records are necessary to proceed with the eviction.

14.5 MUTUAL TERMINATION OF THE LEASE

In cases where the owner and the family agree to terminate the lease, both parties have an obligation to notify the Housing Authority in writing at least 30 calendar days in advance of the vacate date in order that Housing Authority may avoid overpayment to the owner. If the family has properly notified the Housing Authority and is in good standing, they will be scheduled for an issuance session where they will receive a voucher and all the necessary documents to search for a new unit.

14.6 TERMINATION OF THE HAP CONTRACT BY HOUSING AUTHORITY [24 CFR §982.453 – §982.454]

The Housing Authority will terminate the HAP contract as follows:

1. When the Housing Authority terminates program assistance for the family.
2. When the owner has breached the HAP contract.

   Any of the following actions will be considered a breach of the HAP contract by the owner:

- The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit according to housing quality standards, including any standards the Housing Authority has adopted in this policy [24 CFR §982.453(a)(1)].
- The owner has violated any obligation under any other HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f) [24 CFR §982.453(a)(2)].
- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program [24 CFR §982.453(a)(3)].
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD [24 CFR §982.453(a)(4)].
- The owner has engaged in drug-related criminal activity [24 CFR §982.453(a)(5)].
- The owner has committed any violent criminal activity [24 CFR §982.453(a)(6)].

3. If the family is required to move from a unit which is overcrowded based on the Housing Authority's current subsidy standards [24 CFR §982.403(a)].
4. If funding is no longer available under the ACC [24 CFR §982.454].
   - Before terminating HAP contracts on the basis of insufficient funding, the Housing Authority is required to ensure that the determination of insufficient funding is documented. The Housing Authority will consider funding insufficient if it is determined that the projected year-end subsidy falls short of the authorized budget amount.
   - The Housing Authority will determine the number of families that must be terminated, and will present the Board of Commissioners with a recommended method for terminating HAP contracts. Following Board of Commissioner and HUD notification, the Housing Authority will terminate HAP contracts.
   - Contracts of elderly and disabled families will not be subject to termination.
   - Terminated families will be placed on the waiting list and will receive a preference for assistance from the waiting list.

The Housing Authority may terminate the HAP contract if the owner has violated any obligation under any other HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f) [24 CFR §982.453(a)(2)]. The Housing Authority will consider the following list of factors in determining whether to terminate the HAP contract for a violation of another HAP contract:

- The nature of the breach
- The location of the other units under contract compared to the subject unit
- The impacts on participants in other the units

Additionally, an owner who breaches a HAP contract may be disapproved to participate in Housing Authority programs, as detailed in Section 9.10 (Owner Disapproval). The Housing Authority's rights and remedies against the owner under the HAP contract include recovery of overpayments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contracts.

Request for reasonable accommodations relating to termination of HAP contracts will be reviewed on a case-by-case basis.

14.7 HAP PAYMENTS AND CONTRACT TERMINATIONS [24 CFR §982.311]

When a HAP contract terminates, the Housing Authority will make payments in accordance with the HAP contract and depending on the reason for the contract termination.

In cases involving a tenant notice to move or a mutual termination, not involving an eviction action, the Housing Authority will pay the owner for the entire last month that the family was in the unit regardless of the actual day of the month that the family moved out. The Housing Authority may also pay a HAP on behalf of the family for the new unit in the same month. However, while the Housing Authority can pay a subsidy for two units in a given month under these conditions, the family may only have physical possession of one unit at a time. A family will be considered to have physical possession of a unit if they still have belongings in the unit and the key to the unit. Under such cases, the family will be required to pay the full rent for one of the units in its possession and the family's portion for the other unit [24 CFR §982.311(d)].

In cases involving evictions, the Housing Authority will continue to pay the HAP until the day the family moves out or is evicted [24 CFR §982.311(b)].

In cases involving termination of assistance due to insufficient funding, families will receive a minimum of 30 days notice of termination of assistance.

In cases involving termination of assistance for reasons other than insufficient funding, the Housing Authority will notify the owner and the family of the proposed termination date. If the family does not request a hearing or the hearing is decided in the Housing Authority's favor, the HAP payments will terminate in accordance with the notification. If a family continues to occupy the unit after assistance is terminated, the family is responsible for the total amount of rent due to the owner.

If HAP payments are released to the owner for periods of time beyond the dates set forth above, the owner will be required to return all monies to the Housing Authority within 30 calendar days or within the time specified in any approved repayment agreement. The Housing Authority also reserves the right to deduct any monies from other HAP payments being made to the owner by the Housing Authority. If the owner fails to repay the HAP, the account will be forwarded for further action.

CHAPTER 15:
FAMILY OBLIGATIONS
(APPLICANTS AND PARTICIPANTS)

15.1 INTRODUCTION
[24 CFR §982.552(a)]

The Housing Authority may terminate assistance for a family because of the family's action or failure to act. The Housing Authority will provide families with a written description of the family obligations under the program, the grounds under which the Housing Authority can terminate assistance, and the Housing Authority's informal hearing procedures. This chapter describes when the Housing Authority is required to terminate assistance, and the Housing Authority's policies for the termination of assistance.

15.2 GROUNDS FOR DENIAL/TERMINATION
[24 CFR §982.552(c)(2)(ii)]

If termination is based upon behavior resulting from a disability, the Housing Authority will delay the termination in order to determine if there is a reasonable accommodation, pursuant to law, that would cure the grounds for the termination.

15.2.1 Form of Termination

Termination of assistance for a participant may include any or all of the following [24 CFR §982.552(a)(3)]:

1. Refusal to enter into a HAP contract or approve a lease
2. Termination of HAP under an outstanding HAP contract
3. Refusal to process or provide assistance under portability procedures

15.2.2 Mandatory Termination

The Housing Authority must terminate assistance for participants under the following conditions:

1. If any member of the family fails to sign and submit to HUD or Housing Authority required consent forms for obtaining information [24 CFR §982.552(b)(3)].
2. If no member of the family is an U.S. citizen or eligible immigrant [24 CFR §982.552(b)(4)].
3. If 180 calendar days have elapsed since the Housing Authority's last housing assistance payment was made.
4. If any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in Section 2.5 [24 CFR §5.612].

15.2.3 Grounds for Termination of Assistance [24 CFR §982.552(c)(1)]

The Housing Authority may at any time terminate program assistance to a participant, for any of the following reasons:

1. The family violates any family obligation under the program as listed in 24 CFR 982.551 [24 CFR §982.552(c)(1)(i)].
2. Any member of the family has ever engaged in serious lease violations while a resident of federally assisted housing or within the past 5 years has been evicted from a federally assisted housing program [24 CFR §982.552(c)(1)(ii)].
3. Any family member engages in drug-related or violent criminal activity [24 CFR §982.553(a) and §982.551(k)-(l)].
4. The family currently owes rent or other amounts to the Housing Authority or to another housing agency in connection with Section 8 or public housing assistance under the 1937 Act [24 CFR §982.552(c)(1)(v)].
5. The family has not reimbursed the Housing Authority or any housing agency for amounts paid under a HAP contract to an owner for rent, damages to the unit, or other amounts owed by the family under the lease [24 CFR §982.552(c)(1)(vi)].
6. The family breaches an agreement with any housing agency to pay amounts owed to any housing agency, or amounts paid to an owner by any housing agency [24 CFR §982.552(c)(1)(vii)].
7. A family participating in the family self-sufficiency (FSS) program fails to comply, without good cause, with the family's FSS contract of participation (COP) [24 CFR §982.552(c)(1)(viii)].
8. The family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel [24 CFR §982.552(c)(1)(ix)].
    - "Abusive or violent behavior" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination.
    - "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
    - Actual physical abuse or violence will always be cause for termination.

15.2.4 Welfare to Work Program [24 CFR §982.552(c)(1)(x)]

Failure to fulfill the obligations and conditions of the Welfare to Work program is grounds for termination of assistance.

Specifically, the Housing Authority will terminate assistance for Welfare-to-Work families if the family fails to comply with GAIN requirements, the FSS Contract of Participation (CoP) and/or other required Family Self-Sufficiency requirements without good cause.

15.2.5 Registered Sex Offenders

If it is brought to the attention of the Housing Authority that a current program participant is on the sex offender registration list, the Housing Authority will review on a case-by-case basis. The Housing Authority will consult with law enforcement and legal counsel and take appropriate actions based on findings.

15.3 FAMILY OBLIGATIONS [24 CFR §982.551]

Failure to abide by any of the family obligations is grounds for termination.

1. The family must supply any information that the Housing Authority or HUD determines is necessary in the administration of the program [24 CFR §982.551(b)]. Information includes any requested certification, release or other documentation. Requirements include:
   - Submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5);
   - Disclosure and verification of social security numbers (as provided by 24 CFR part 5);
   - Providing any information requested by the Housing Authority or HUD for use in a regularly scheduled or interim determination of family income and composition, including income, assets, and accurate family composition.
2. The family must report all changes in family income and composition in writing immediately as they occur. The owner of the unit and the Housing Authority must approve changes in composition of the assisted family [24 CFR §982.551(b) and §982.551(h)(2)]. The family must:
   - Report the birth, adoption or court-awarded custody of a child;
   - Request Housing Authority approval to add any other family member;
   - Notify the Housing Authority when a family member no longer lives in the unit.

   If the Housing Authority gives approval, a live-in aide or a foster child may live in the unit. Failure to report changes, making false reports and/or allowing unauthorized people in the unit is cause for termination from the program.
3. All information supplied by the family must be true and complete [24 CFR §982.551(b)].
4. Maintain the rental unit [24 CFR §982.551(c)]. The family is responsible for any violation of Housing Quality Standards resulting from:
   - Failure to pay for tenant-paid utilities;
   - Failure to furnish required stove and or refrigerator if to be provided by family; or
   - Damage to the unit or grounds by the family or its guests beyond normal wear and tear.

5. The family must allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice [24 CFR §982.551(d)].
6. The family may not commit any serious or repeated violation of the lease [24 CFR §982.551(e)].
7. The family must notify the owner and, at the same time, notify the Housing Authority before the family moves out of the unit or terminates the lease on notice to the owner. The family must promptly give the Housing Authority a copy of any owner eviction notice [24 CFR §982.551(f) – (g)].
8. The family must use the assisted unit for residence by the family. The unit must be the family's only residence. The family must not sublease or let the unit [24 CFR §982.551(h)(1), (6)].
9. The family must not assign the lease or transfer the unit. In cases where there is a change in the head of household, the lease may be transferred to the new Head but only with the consent of the owner of the property and the Housing Authority [24 CFR §982.551(h)(7)].
10. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family [24 CFR §982.551(h)(5)].
11. The family must supply any information or certification requested by the Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Housing Authority-requested information or certification on the purposes of family absences. The family must cooperate with the Housing Authority for this purpose. The family must promptly notify the Housing Authority of absence from the unit [24 CFR §982.551(i)].
12. The family must not own or have any interest in the unit [24 CFR §982.551(j)].
13. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs [24 CFR §982.551(k)].
14. The members of the family may not engage in drug-related criminal activity or violent criminal activity, or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
15. The members of the family must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
16. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program [24 CFR §982.551(l)].
17. The family must pay only the amount authorized by the Housing Authority on the approved lease. Any amount paid by the family other than the

authorized amount is considered an illegal side payment and is cause for termination of the housing assistance subsidy. The Housing Authority may authorize additional payments for other amenities [24 CFR §982.451(b)(4)(ii)].

18. The family must not receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the Housing Authority has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities (See Section 9.4 for more information).
19. The family must not have a member that has committed a crime that subjects them to a lifetime sex offender registration requirement imposed by any State sex offender registration program reside in the unit. This is to ensure that no household member or guest is creating or maintaining a threat to the health and safety of other residents or the public.

15.3.1 Housing Authority Discretion [24 CFR §982.552(c)(2)]

In deciding whether to terminate assistance because of action or failure to act by members of the family, the Housing Authority has discretion to consider all of the circumstances in each case, including:

- The seriousness of the case,
- The extent of participation or culpability of individual family members, and
- The length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside and/or visit in the unit. The Housing Authority may permit the other members of a family to continue in the program.

15.3.2 Enforcing Family Obligations

Explanations and Terms

- **HQS Breach**: The inspector will determine if an HQS breach as identified in 24 CFR §982.404(b) is the responsibility of the family. Families may be given extensions to correct HQS breaches as explained in Chapter 10.
- **Lease Violations**: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance [24 CFR §982.310]:
  - If the owner terminates tenancy through court action for serious or repeated violation of the lease.

- If the owner notifies the family of intention to terminate tenancy for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the Housing Authority determines that the cause is a serious or repeated violation of the lease based on available evidence.
- If there are police reports, neighborhood complaints or other third-party information, and the Housing Authority has verified the information. Lack of receipts or other proof of rent payments by the family may also be considered verification of lease violations.

❑ **Family Member Moves Out**: Families are required to notify the Housing Authority within 30 calendar days if any family member leaves the assisted household [24 CFR §982.551(h)(3)]. When the family notifies the Housing Authority, they must furnish the following information:

- The date the family member moved out.
- The new address, if known, of the family member.
- A statement as to whether the family member is temporarily or permanently absent.
- Related income, asset or deduction changes resulting from the member moving.

❑ **Limitation on Profit-making Activity in Unit [24 CFR §982.551(h)(5)]**: 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 will be considered a violation.

If the Housing Authority determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a violation of family obligations.

❑ **Interest in Unit [24 CFR §982.551(j)]**: The owner may not reside in the assisted unit, under any circumstances, including as a live-in aide, regardless of whether the owner is a member of the assisted family, unless assistance is being provided for a mobile home and the family owns the mobile home and rents the pad under the Certificate or Housing Choice Voucher Program.

❑ **Fraud [24 CFR §982.551(k)]**: In each case, the Housing Authority will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

15.3.3 Drug-Related Criminal Activity [24 CFR §982.553(a) and (b)(1) and (2)]

Drug-related criminal activity refers to the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance [24 CFR §5.100].

Drug-related criminal activity does not include the prior use or possession of a controlled substance if the family member had an addiction to the substance and has recovered, or is recovering from the addiction and does not currently use or possess the substance and has demonstrated successful completion of a rehabilitation program [24 CFR §982.553(b)].

- The Housing Authority may propose termination against the family for drug-related criminal activity that occurs on or off the premises of the assisted unit. An arrest or conviction is not required to deny or terminate assistance.
- Participants may be terminated if they have been arrested, convicted or whose tenancy is being terminated due to drug-related criminal activity or whose activities have created a disturbance in the building or neighborhood.
- If the family violates the lease for drug-related criminal activity, the Housing Authority will terminate assistance.

In appropriate cases, the Housing Authority may permit the family to continue receiving assistance provided that family members determined to have engaged in the prescribed activities will not reside and/or visit in the unit. If the violating member is a minor, the Housing Authority may consider individual circumstances with the advice of Juvenile Court officials.

15.3.4 Violent Criminal Activity [24 CFR §982.553(a) and (b)(1) and (2)]

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member. Violent criminal activity also includes activity which occurs within the family, such as during domestic disputes.

- The Housing Authority may propose termination against the family for violent criminal activity that occurs on or off the premises of the assisted unit. An arrest or conviction is not required to deny or terminate assistance.
- Participants may be terminated if they have been arrested, convicted or whose tenancy is being terminated due to violent criminal activity or whose activities have created a disturbance in the building or neighborhood.
- If the family violates the lease for violent criminal activity, the Housing Authority will terminate assistance.

In appropriate cases, the Housing Authority may permit the family to continue receiving assistance provided that family members determined to have engaged in the prescribed activities will not reside and/or visit in the unit. If the violating member is a minor, the Housing Authority may consider individual circumstances with the advice of Juvenile Court officials.

15.3.5 Required Evidence [24 CFR §982.553(c)]

In determining whether to terminate assistance based on criminal activity, the Housing Authority may terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

The Housing Authority may consider arrests, convictions, no contest pleas, fines, city ordinance violations or other credible preponderance of evidence in determining if a violation has occurred.

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. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

15.3.6 Confidentiality of Criminal Records [24 CFR §5.903(g)]

Criminal records received by the Housing Authority shall be maintained confidential, not misused, nor improperly disseminated and kept locked during non-business hours. Also, all criminal records will be destroyed no later than 30 calendar days after a final determination is made.

15.3.7 Disclosure of Criminal Records to Family [24 CFR §5.903(f) and §982.553(d)]

The applicant or household member requesting to be added to the lease will be provided with a copy of the criminal record upon request and an opportunity to dispute the record. Applicants will be provided with the opportunity to dispute the record at an informal review. Participants may contest such records at an informal hearing.

15.4 NOTICE OF TERMINATION OF ASSISTANCE

In any instance where the Housing Authority decides to terminate assistance to the family, the Housing Authority must give the family a written notice that includes:

1. The reason(s) for the proposed termination;
2. The effective date of the proposed termination;
3. Information regarding the family's right to request an Informal Hearing to be held before termination of assistance; and
4. The date by which a request for an informal hearing must be received by the Housing Authority.

A final notice of determination and date of termination will then be sent to the participant if no hearing is requested within the allowable time or if the Informal Hearing confirms the termination.

The Housing Authority will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the termination of assistance. The notice to the owner will not include any details regarding the reason for termination of assistance.

15.5 PROCEDURES FOR NON-CITIZENS [24 CFR §982.552(b)(4) and 24 CFR §5.514]

The Housing Authority is required to terminate assistance for participant families in which no members are U.S. citizens or eligible immigrants. If a family member does not establish citizenship or eligible immigration status as required, the Housing Authority will prorate the assistance, or if there are no eligible family members remaining, the Housing Authority will propose program termination and provide the opportunity for an informal hearing, as explained in Chapter 16.

15.5.1 False or Incomplete Information (No Eligible Members)

Families are required to submit evidence and sign declarations of their citizenship or eligible immigration status. If the Housing Authority obtains substantive documentation (such as a permanent resident card or information from another agency) that contradicts a family member's declaration of citizenship, an investigation will be conducted and the individual given an opportunity to present relevant information.

- If the family (or any member) claimed eligible immigrant status and the USCIS primary and secondary verifications failed to document the status, the family may make an appeal to the USCIS and request a hearing with the Housing Authority either after the USCIS appeal or in lieu of the USCIS appeal.
- If the family member is unable to verify their citizenship, the Housing Authority may give the individual an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The Housing Authority will then verify eligible status, and terminate, or prorate as applicable.
- Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

After the Housing Authority has made a determination of ineligibility, the family will be notified of the determination and the reasons, and informed of the option for prorated assistance (if applicable) or the proposed termination.

The Housing Authority will terminate assistance for misrepresentations or submission of false information.

15.6 $0 ASSISTANCE TENANTS (END OF PARTICIPATION) [24 CFR §982.455]

The Housing Authority is required to automatically terminate the HAP contract 180 calendar days after the last housing assistance payment is made to the owner. A family receiving no ($0) assistance may remain in the unit for up to 180 calendar days after the last HAP payment. If the family is still in the unit after 180 calendar days, assistance is terminated. If within the 180-day period, an owner rent increase or a decrease in the TTP causes the family to be eligible for a housing assistance payment, the Housing Authority will resume assistance payments for the family.

In order for a family to move to another unit during the 180 calendar days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

15.7 OPTION NOT TO TERMINATE FOR MISREPRESENTATION OF INCOME

If the family has misrepresented any facts that caused Housing Authority to overpay assistance, the Housing Authority may choose not to terminate and may offer to continue assistance provided that the family agrees to pay the Housing Authority the amount owed and either pays the Housing Authority in full or executes a Repayment Agreement and makes payments in accordance with the agreement.

15.8 MISREPRESENTATION IN COLLUSION WITH OWNER

If the family willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the Housing Authority will deny or terminate assistance.

15.9 MISSED APPOINTMENTS AND DEADLINES [24 CFR §982.551]

It is a family obligation to supply information, documentation, and certifications as needed for the Housing Authority to complete required processes. The Housing Authority schedules appointments and sets deadlines in order to obtain the required information. Failure to supply requested information can result in termination of assistance. Examples of failing to supply requested information can include: failing to sign necessary documents, failing to return documents or returning incomplete or altered documents, failing to complete all information requested on documents, etc.

The obligations also require that the family keep all appointments and allow the Housing Authority to inspect the assisted unit. All scheduled inspections are considered "appointments."

The family will receive information about the requirement to keep appointments, and the number of times that appointments are rescheduled as specified below. Appointments are scheduled and time requirements imposed for the following events and circumstances:

1. Eligibility for Admissions;
2. Verification Procedures;
3. Voucher Issuance and Briefings;
4. HQS Inspections;
5. Re-examinations; and
6. Appeals (Informal Hearing/Reviews).

Examples of good cause for missing appointments or failing to provide information by deadlines are medical and/or family emergencies. In such cases, the family may be requested to provide verification of such circumstances.

An applicant or participant who fails to keep appointments, or to supply information required by a deadline without notifying the Housing Authority may be sent a notice of termination of assistance for failure to comply with program regulations.

The family may be granted up to two opportunities before they receive a notice of denial or termination for breach of a family obligation. After issuance of the denial or termination notice, if the family offers to correct the breach within the time allowed to request a review or hearing, the notice may be rescinded after the family corrects the breach, if the family does not have a history of non-compliance. For families with a history of non-compliance, the Housing Authority may elect to hold the review or hearing.

CHAPTER 16:
INFORMAL HEARINGS AND COMPLAINTS
(APPLICANTS AND PARTICIPANTS)

16.1 INTRODUCTION

This chapter covers the Housing Authority's policy and procedures for informal reviews and informal hearings. This chapter defines the Housing Authority's responsibilities to applicants and participants.

16.2 REASONABLE ACCOMMODATION

All requests for accommodation will be verified with a reliable, knowledgeable professional so that the Housing Authority can properly accommodate the need presented by the disability.

Requests for accommodation from persons with disabilities will be granted upon verification that they are reasonable, and they meet the need presented by the disability.

Reasonable accommodation will be made for persons with disabilities that require an advocate or accessible offices. A designee will be allowed to provide information as needed, but only with the permission of the person with the disability.

16.3 APPLICANTS – PREFERENCE DENIALS [24 CFR §982.554]

If the Housing Authority determines that an applicant is not eligible for a preference, the applicant will be informed of the decision in writing. Although such a determination does not render the applicant ineligible to receive assistance, the applicant's file is considered low priority.

If the applicant disagrees with the decision, the applicant must in writing request to review the decision to the Applications and Eligibility Unit Supervisor within 10 calendar days of the date of the notification. The request should also provide all information and documents supporting the applicant's request. The supervisor will review the file and determine if the decision was proper or if new information provided by the family warrants a change in the original determination. The Unit Supervisor will notify the applicant of his or her decision.

If the determination was properly made, the applicant's file will remain low priority until the family notifies the Housing Authority of a change in circumstance that qualifies the family for a preference.

16.4 INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR §982.554(a)]

Under certain circumstances, the Housing Authority offers informal reviews for applicants. Applicants are defined as families who are on the Section 8 waiting list and are awaiting the issuance of a voucher or families who have been issued a voucher but have not yet been assisted under a Housing Assistance Payment (HAP) Contract.

When the Housing Authority denies assistance to an applicant, the family is notified in writing. The notice contains:

- The reason(s) for the decision;
- The procedure for requesting an informal review if the applicant does not agree with the decision; and
- The time limit for requesting a review.

The Housing Authority must provide applicants with the opportunity for an Informal Review of Decisions denying issuance of a voucher or participation in the program.

Applicants who are denied assistance based on ineligible immigration status are entitled to an informal hearing (rather than an informal review).

16.4.1 When an Informal Review is Not Required [24 CFR §982.554(c)]

Informal reviews are not required for established policies, procedures, and Housing Authority determinations such as:

1. Discretionary administrative determinations by the Housing Authority;
2. General policy issues or class grievances;
3. A determination of the family unit size under the Housing Authority subsidy standards;
4. Refusal to extend or suspend a certificate or voucher;
5. Disapproval of lease;
6. Determination that the unit is not in compliance with HQS; or
7. Determination that the unit is not in accordance with HQS due to family size or composition.

16.4.2 Procedure for Review [24 CFR §982.554(b)]

Informal Reviews will be conducted via mail. Applicants will be required to submit written objections to the Housing Authority by the close of business day, no later than 15 calendar days from the date of the Housing Authority's notification of "Notice of Cancellation of Application." The informal review will be scheduled within 30 calendar days from the date the request is received.

The informal review will not be conducted by the person who made or approved the decision under review, nor a subordinate of such person. The review may be conducted by:

- A staff person who is not the person who made the decision or his/her subordinate, or
- An individual from outside the Housing Authority.

A Notice of the Review decision will be provided in writing to the applicant within 30 calendar days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

Requests for accommodations from persons with disabilities will be granted upon verification that the request is reasonable, and they meet the need presented by the disability on a case-by-case basis.

16.5 INFORMAL HEARING FOR PARTICIPANTS [24 CFR §982.555]

16.5.1 When an Informal Hearing May Be Requested [24 CFR §982.555(a)(1)]

A participant family must be given an opportunity for an informal hearing to consider whether certain Housing Authority decisions are in accordance with the law, HUD regulations and Housing Authority policies.

In the following cases, the Housing Authority must give the participant an opportunity for an informal hearing before the Housing Authority terminates HAP for the family under an existing HAP contract:

1. A determination of the family's annual or adjusted income, and the use of the income to compute the housing assistance payment.
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Housing Authority utility allowance schedule.
3. A determination of the family unit size under the Housing Authority's subsidy standards.
4. A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Housing Authority's subsidy standards, or a Housing Authority determination to deny the family request for a waiver from the standards.
5. A determination to terminate assistance for a participant family because of the family's action or failure to act.
6. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Housing Authority policy and HUD rules.

16.5.2 Notification [24 CFR §982.555(c)]

- ❑ When the matter in question is:

1. The determination of the family's annual or adjusted income or computation of the housing assistance payment;

2. Appropriate utility allowance (if any) for tenant-paid utilities; or
3. Family unit size,

The Housing Authority must notify the family that they may ask for an explanation of the basis of the Housing Authority's determination. The family must also be notified that if the family does not agree with the explanation, the family may request in writing an informal hearing on the decision.

- ❑ When the matter in question is:

1. Certificate family residing in too large a unit, or the Housing Authority's refusal to issue a waiver to subsidy standards;
2. Termination due to the family's action or failure to act; or
3. Absence from the assisted unit for longer than the maximum period permitted,

The Housing Authority must give the family prompt written notice that the family may request in writing an informal hearing on the decision.

- ❑ When the Housing Authority has made a decision to:

1. Terminate HAP on behalf of a participant under an active contract;
2. Refuse to re-issue a voucher; or
3. Refuse to execute a new contract with a program participant,

The family must be given written notice of the opportunity for an informal hearing before the termination of Housing Assistance Payments.

- ❑ The notice must:
  - Contain a brief statement of reasons for the decision;
  - Inform the participant regarding his/her right to an informal hearing;
  - Advise the participant that a request for an informal hearing must be in writing;
  - Advise the participant that the Housing Authority must receive the request within 10 calendar days of the date of the letter; and
  - Explain the basic elements of the informal hearing, i.e., right of the participant to present evidence, question witnesses, to have representation, the Housing Authority designated impartial hearing officer a written decision.

16.5.3 Prior to Hearing [24 CFR §982.555(e)(2)]

Before the informal hearing, the family may request an appointment to examine any documents in the family's portion of the file that are directly relevant to the hearing. The family must be allowed to copy any such document at the family's expense. If the Housing Authority does not make the document available for examination on request of the family, the Housing Authority may not use the document at the hearing.

The Housing Authority requires that the family submit any documents that are directly relevant to the hearing either before or at the time of the hearing. The Housing Authority must be allowed to copy any such documents at the Housing Authority's expense. If the family does not make the document available for examination on request of the Housing Authority, the family may not rely on the document at the hearing.

During the course of the hearing, if the family offers to submit evidence, the Hearing Officer is not required to, but may exercise the discretion to allow the family to submit a document within a specified period.

16.5.4 Hearing Process [24 CFR §982.555(d)]

When a participant family has timely requested a hearing, the Housing Authority will proceed within 15 calendar days of receipt of the request to notify the participant of the date, time and location of the hearing.

- There may be one postponement of the hearing date by the participant. A request to reschedule may only be granted for good cause, such as, but not limited to, hospitalization, illness or injury and must be supported by verification of the cause.
- A request to reschedule must be made before the scheduled date and may not extend beyond the proposed termination date. Additional HAP payments beyond the termination date due to a postponement for good cause will be made on a case-by-case basis.

16.5.5 Hearing Officer [24 CFR §982.555(e)(4)]

The Hearing Officer may be either a Housing Authority employee or an outside third party contracted by the Housing Authority. The Hearing Officer must not have made or approved the decision under review nor be a subordinate of the person who made the decision. The Hearing Officer will audio record the hearing and follow the format set forth below.

16.5.6 Opening

The Hearing Officer will convene the informal hearing with both parties and their representatives present. (If the participant is represented, the participant will have provided the Housing Authority written authorization for the representative to do so.)

The Hearing Officer will explain the informal hearing procedures, state the purpose of the hearing, and inform the participant that the hearing will be recorded. The Hearing Officer may request clarification or ask questions of either side or witnesses at anytime during the Informal Hearing. Each person present will introduce himself or herself.

16.5.7 Presentations

Each side will have an opportunity to present its case and be allowed to present witnesses and submit relevant evidence as determined by the Informal Hearing

Officer. (Witnesses may be cross-examined at this time.) The Housing Authority begins the hearing by presenting the Notice of Hearing. The Housing Authority will then present a copy of the original notification to the participant regarding the matter, followed by the evidence, including testimony of witnesses, which supports the allegations in the notification.

16.5.8 Rebuttals

Each side will have an opportunity to present rebuttal to the evidence presented.

16.5.9 Final Summary

Each side is then allowed to summarize its arguments.

16.5.10 Conclusion of Hearing

The Hearing Officer may continue a hearing if additional information from either party is requested. Otherwise, the Hearing Officer will advise each side that the testimony and evidence will be reviewed, a final decision made and a determination letter issued stating the decision and the reasons for the decision within 10 calendar days. The decision of the Hearing Officer is final.

The Hearing Officer will use the following principles for the Informal Hearings and decisions:

1. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
2. Determinations on the matter being reviewed shall be based on the evidence presented at the hearing.
3. If the issues and differences can properly be resolved at the hearing, the Hearing Officer should attempt to resolve them through mutual consent as long as the resolution is not contrary to applicable law, HUD regulations and/or Housing Authority's policies.
4. The purpose of the hearing is to determine if the original decision made in the case is in accordance with the law, HUD regulations and Housing Authority policies.
5. The Hearing Officer may not make a finding contrary to HUD regulations or requirements, contrary to federal, state or local law or exceeding the authority of the Hearing Officer.

16.6 WHEN AN INFORMAL HEARING IS NOT REQUIRED [24 CFR §982.555(b)]

The Housing Authority is not required to provide a participant family an opportunity for an informal hearing for the following:

1. To review discretionary administrative determinations by the Housing Authority, or to consider general policy issues or class grievances;
2. To review the Housing Authority's determination that a unit does not comply with HQS, **except** when the breach of HQS was determined to be tenant-caused;

3. To review decision by the Housing Authority to exercise or not exercise any remedy against the owner under an outstanding Contract, including the termination of HAP to the owner;
4. To review the Housing Authority's decision not to approve a family's request for an extension or suspension of the term of the voucher;
5. Determination that the unit is not accordance with HQS due to family size;
6. Establishment of the Housing Authority's schedule of utility allowances for families in the program; or
7. A Housing Authority determination not to approve a unit or lease.

CHAPTER 17:
OWNER OR FAMILY DEBTS TO HOUSING AUTHORITY
(PARTICIPANTS)

17.1 INTRODUCTION
[24 CFR §982.163 AND §792]

This chapter describes the Housing Authority's policies and guidelines for the recovery of debts and the use of repayment agreements. Before a debt is assessed against a family or owner, the file must contain documentation to support the Housing Authority's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner or the family, as appropriate.

When families or owners owe money to the Housing Authority, every effort will be made to collect the debt. A variety of collection tools to recover debts may be used including, but not limited to:

- Requests for lump sum payments
- Repayment agreements
- Abatements
- Deductions
- Collection agencies
- Credit bureaus
- Civil suits

17.2 REPAYMENT AGREEMENTS FOR FAMILIES
[24 CFR §792.103]

A Repayment Agreement as used in this plan is a document entered into between the Housing Authority and the person who owes a debt to the Housing Authority. The Repayment Agreement contains an acknowledgment by the person of the debt in a specific amount, the terms of repayment, any special provisions of the agreement, and the remedies available to the Housing Authority upon default of the agreement.

If a repayment agreement is to be entered into, the Housing Authority will usually require that the family pay an initial lump sum (in an amount determined by the Housing Authority) with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months for amounts under $2,400 or 24 months for any amount in excess of $2,400.

In determining the initial lump sum, the Housing Authority will consider the total amount owed, the ability of the person to make the remaining payments and the percentage of the total sum owed. In most cases, the Housing Authority will require a significant initial lump sum as part of entering into a Repayment Agreement to help ensure full payment to the Housing Authority and to reduce the monthly payment.

17.2.1 Late Payments

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 at the close of the next business day.

If the family's repayment agreement is in arrears, the Housing Authority may do one or more of the following:

- Require the family to pay the entire arrearage plus current month's payment in order avoid loss of assistance;
- Require the family to pay the balance in full in order to avoid losing assistance;
- Pursue civil collection of the balance due; or
- Terminate the housing assistance.

17.2.2 Requests To Move

If the family requests a move to another unit and has a repayment agreement in place and the repayment agreement is not in arrears, the family will be required to pay the balance in full prior to the issuance of a voucher.

If the family requests a move to another unit and is in arrears on a repayment agreement unless, they pay the balance in full, the request will be denied.

Under special circumstances, the Housing Authority may make an exception and allow a family to move without paying the entire balance of the debt if the family is current with its payments. The Housing Authority may also allow a family who is in arrears to become current in order to process a move if the move is for one of the following reasons:

- HAP contract is terminated due to owner non-compliance
- A natural disaster
- The unit is uninhabitable or has major HQS deficiencies that are not the result of a family action or inaction.
- A life-threatening situation such as the family is a witness to or a victim of a crime and must move for safety reasons. The family will be required to provide proof in such cases.

The Housing Authority may not agree to a repayment agreement if the family already has a Repayment Agreement in place, or if the family has breached previous Repayment Agreements.

17.2.3 Guidelines for Repayment Agreements

The Housing Authority, at its sole discretion, will determine on a case-by-case basis whether or not to offer a family a repayment agreement for monies owed to the Housing Authority.

Repayment Agreements will be executed between the Housing Authority and the head of household or other adult family member.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of hardship, and the approval of a Housing Authority Housing Supervisor.

- **Additional Debt Incurred**: If the family has a Repayment Agreement in place and incurs an additional debt to the Housing Authority:
  - The Housing Authority may choose, at its discretion, to agree to more than one Repayment Agreement at a time with the same family.
  - If a Repayment Agreement is in arrears more than 30 calendar days, any new debts must be paid in full.

17.3 FAMILY DEBTS OWED FOR CLAIMS

If a family owes money to the Housing Authority for claims paid to an owner:

- The Housing Authority may require the family to repay the amount in full.
- The Housing Authority may agree to a Repayment Agreement.

17.4 FAMILY DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION [24 CFR §792.103]

HUD's Definition of Program Fraud and Abuse: 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, and that results in payment of Housing Choice Voucher Program funds in violation of Housing Choice Voucher Program requirements.

17.4.1 Family Error/Late Reporting

Families who owe money to the Housing Authority due to the family's failure to report increases in income or change in allowances or deductions will be required to repay in accordance with the guidelines set forth in 17.2 (Repayment Agreements for Families) of this chapter.

17.4.2 Program Fraud

At the Housing Authority's discretion, families who owe money to the Housing Authority due to program fraud may be required to repay in accordance with the guidelines set forth in Section 17.2 (Repayment Agreements for Families) of this chapter.

In addition, the case may be referred to the Inspector General and/or the Housing Authority may refer the case for criminal prosecution.

17.5 FAMILY DEBTS PAID IN FULL

If the Housing Authority determines not to enter into a Repayment Agreement, or if the Repayment Agreement is breached and the Housing Authority demands payment of the balance in full, the family must pay the full amount due and owing

in one lump sum. If the family fails to pay, the Housing Authority may pursue collection through a collection agency or a civil action and may notify credit agencies of the debt. Whether or not the amount is paid, the Housing Authority does not waive its right to take other action including termination of assistance or referral for criminal prosecution in appropriate cases.

17.6 OWNER DEBTS TO HOUSING AUTHORITY

If the Housing Authority determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the Housing Authority may deduct the amounts owed from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, Housing Authority may do one or more of the following:

- Require the owner to pay the amount in full within 30 calendar days;
- Agree to a repayment agreement with the owner for the amount owed. Repayment period may not exceed 12 months;
- Pursue collections through the local court system;
- Pursue collections through a collection agency; or
- Restrict the owner from future participation.

17.6.1 Owner Debts Due to Fraud

If the landlord has been overpaid because of fraud, misrepresentation or violation of the contract, the Housing Authority may terminate the contract and arrange for restitution to the Housing Authority and/or family as appropriate.

The Housing Authority will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Possible remedies available to the Housing Authority include: recovering monies owed from payments otherwise due to the owner, setting up a repayment agreement, referring the debt to a collection agency, or pursuing the matter in a civil court. A determination on the course of action to be taken will be based on the nature of the violation and the amount of the money owed. Generally, if the owner is cooperative, is willing to pay back all monies owed, and all monies will be repaid within 12 months, the Housing Authority will offer the owner a chance to enter into a Repayment Agreement. However, in cases where the owner knowingly and willfully violated program rules, the Housing Authority may seek full repayment in one lump sum.

17.7 WRITING OFF DEBTS

Debts may be written off if:

- The debtor's whereabouts are unknown and the debt is more than 3 years old.
- A determination is made that the debtor is judgment proof.
- The debtor is deceased and has an insufficient estate.

- The debtor is confined to an institution indefinitely or for more than 3 years.
- The amount is less than $100 and the debtor cannot be located.

CHAPTER 18:
SPECIAL PROGRAMS
(APPLICANTS AND PARTICIPANTS)

18.1 INTRODUCTION

The Housing Authority periodically has the opportunity to apply for targeted funding for special populations. The Housing Authority often enters into collaborative agreements with other agencies or County departments to qualify for and/or administer these funds. **Special Program policies and procedures are the same as that of the Housing Choice Voucher program except as otherwise noted. If there is a conflict between program regulations and the Admin Plan, the program regulations have precedence.**

Currently, The Housing Authority's Special Programs Unit administers the following targeted programs:

- Family Unification Set-Aside Program (Family UP);
- Welfare-to-Work Program (WtW);
- Homeless Set-Aside Program;
- Shelter Plus Care Program (S+C);
- Housing Opportunities for Persons with AIDS Program (HOPWA); and
- The Family Self-Sufficiency Program (FSS).

This chapter provides details on the special programs currently administered by the Housing Authority. This section is divided into two main parts:

- Housing Assistance Programs, and
- Family Self-Sufficiency Program.

18.2 HOUSING ASSISTANCE PROGRAMS

18.2.1 Housing Choice Voucher Programs

- **Housing Choice Voucher Welfare-to-Work Program (WtW) Program**: This program provides assistance to families who are eligible for CalWORKs benefits, are in good standing with the employment/job training program offered by the Los Angeles County Department of Public and Social Services (DPSS) and are in need of housing in order to obtain or retain employment. Eligible families are identified by DPSS and referred to the Housing Authority for rental assistance. The Housing Authority may also refer eligible families from the Housing Authority waiting list to DPSS for assistance.

18.2.2 Voluntary Set-Aside Programs For Homeless Families

- **Housing Choice Voucher Homeless Set-Aside Program**: This program targets families throughout Los Angeles County. All eligible families are referred to the Housing Authority by pre-selected service providers.

- **Housing Choice Voucher Long Term Family Self-Sufficiency Homeless Program**: This program targets homeless families who are eligible for CalWORKs and are employed or have an offer of employment (either subsidized or unsubsidized). Families assisted under this program will have access to a $1,500 Relocation grant to help meet the cost of moving expenses and have access to Housing Counseling Services. Relocation and Housing Counseling Services are funded by the Los Angeles County Department of Public and Social Services (DPSS). This program is currently inactive until funding from the DPSS is secured.

- **Housing Choice Voucher Family Unification (Family UP) Set-Aside Program**: This program provides assistance to families who are in imminent danger of losing or who cannot regain custody of their minor children due to lack of adequate housing. This program is a collaborative effort between the Housing Authority and the Los Angeles Department of Children and Family Services (DCFS). Eligible families are identified by DCFS through their Family Preservation Unit and referred to the Housing Authority for rental assistance. The Housing Authority may also refer eligible families from the Housing Authority waiting list to DCFS.

These programs are funded from the Housing Authority's regular turnover, i.e. vouchers that are vacated throughout the year because families are terminated from the program or voluntarily leave are used to provide assistance to special needs families.

For each set-aside program, the Housing Authority works with pre-selected supportive services providers who will certify that the family meets the specific criteria for the set-aside program and commits to providing on-going supportive services for a minimum of 6 months in order to ensure that the family is able to live independently.

All families admitted into a set-aside program must be referred by an approved supportive service provider and meet all regular admission requirements with the exception of the residency requirement. For the purpose of the set-aside programs, the Housing Authority will not require that a family qualify for a residential preference since most families are homeless and are unable to provide information about their last known permanent address. However, families must agree to reside in the Housing Authority's jurisdiction for the first year of assistance.

18.2.3 Non-Housing Choice Voucher Special Programs

- **Shelter Plus Care (S+C) Program**: This program is designed to link rental assistance to supportive services for homeless individuals with disabilities and/or their families. This program primarily provides assistance to those who have been diagnosed with mental illness, chronic substance abuse problems, or AIDS. Assistance is provided for a term of 5 years or for as long as there is a continuum of funding available for this program.

- **Housing Opportunities for Persons with AIDS (HOPWA)**: This program specifically targets individuals and families afflicted by HIV/AIDS. Assistance under this program is provided for one year. After the one-year term, all HOPWA participants in good standing are allowed to transition to the regular Housing Choice Voucher Program. This program is also administered by the

Housing Authority in other cities in addition to the cities currently within the Housing Authority's jurisdiction.

18.3 HOUSING ASSISTANCE PROGRAM PROCEDURES

18.3.1 Referral Process/Waiting List

The Housing Authority does not maintain a waiting list for the Housing Choice Voucher Special Programs, Housing Choice Voucher Homeless Set-aside Programs, or Non-Housing Choice Voucher Special Programs. Eligible families are identified to apply for these programs by pre-selected service providers, other agencies or County departments are referred to the Housing Authority.

18.3.2 Eligibility

Applicants must meet HUD's eligibility requirements for that specific program to qualify for rental assistance. In order to determine final eligibility, the Housing Authority may verify all information submitted by applicants.

For more specific information on eligibility requirements, please see Chapter 2 (Admission Eligibility Factors and Applicant Requirements).

18.3.3 Verification Procedures

Since HUD requires that factors of eligibility must be verified, applicants and program participants are required to provide proof of their statements whenever required by the Housing Authority. Some Special Programs may require additional documents when verifying program eligibility. For example:

- **Homeless Condition Form**: Must be provided for all individuals/families referred through the Shelter Plus Care Program, Homeless Set-Aside Program, Homeless with AIDS program, and HOPWA program.
- **Verification of Disability and/or Diagnosis Form**: Must be provided for all individuals claiming a disability, especially a disability that is cited as a qualifying factor for a particular program (i.e. S+C, HOPWA). Written determinations must be made by a psychiatric or medical professional trained to make such determination.

18.3.4 Denial of Participation

If a family previously participated in any special program and violated a family obligation and was terminated, the family may be denied future participation.

Families may be denied participation in the program if they owe the Housing Authority or another housing agency money in connection with the Housing Choice Voucher Program or Public Housing assistance.

Families referred by contracted Community-Based Organizations (CBO's), will be sent a denial letter and referred to the CBO if there are any further questions.

18.3.5 Criminal Background

Program applicants for all voluntary set-aside programs and Housing Choice Voucher Special Programs will require criminal background checks. Shelter Plus Care applicants will not be required to undergo the criminal background check.

For more specific information on the applicant screening standards used by the Housing Authority when reviewing criminal records, please see Section 2.8 (Screening for Drug Abuse and Other Criminal Activity).

18.3.6 Briefing Sessions

Briefing sessions are conducted for all special programs. Families are issued accordingly:

- Housing Choice Voucher Special Programs and Homeless Set-aside Programs are issued a Housing Choice Voucher.
- Shelter Plus Care applicants are issued a participation agreement. This participation agreement allows for termination of assistance if any member of the family violates the terms set forth in the participation agreement.
- HOPWA applicants are issued certificates.

For more specific information on voucher issuance and briefings, please see Chapter 8 (Voucher Issuance and Briefing).

18.3.7 Contracts/Tenant Payments

Housing Choice Voucher Special Programs and Homeless Set-Aside Programs are contracted based on the payment standards, and participants may pay up to 40% of their adjusted monthly income.

Non-Housing Choice Voucher Special Programs are contracted based on the Fair Market Rents published by HUD and tenant rental portions are limited to 30% of the participant's adjusted monthly income.

For more specific information on determining total tenant payment, please refer to Chapter 6. For more specific information on the new contract process, request for tenancy approval and contract execution, please refer to Chapter 9.

18.3.8 Re-Examinations

The Housing Authority is required to process annual re-examinations. In cases where a family experiences a change in household composition and/or income between annual re-examinations, the Housing Authority will process an interim re-examination. The family is required to report all changes in household composition and/or income to the Housing Authority within 30 calendar days of occurrence.

For more specific information regarding causes for processing annual/interim re-examinations and the requirements for completing annual/interim re-examinations, please refer to Chapter 12 (Re-Examination).

18.3.9 Terminations

- **Proposed Terminations**: Community Based Organizations and/or other government units or departments currently contracted by the Housing Authority to provide supportive services may request termination of housing assistance for a program participant who is in violation of program requirements and/or conditions of occupancy.
- **Terminations**: Housing assistance may be terminated if a family violates specific program requirements and/or the family obligation. For more specific information on family obligations, please see Chapter 15 (Family Obligations).

18.3.10 Portability

All special programs have different requirements for portability. They are listed as follows:

- Housing Choice Voucher Special Programs and Housing Choice Voucher Set-aside Programs must live within the Housing Authority's jurisdiction for at least one year before becoming eligible to port out to another housing authority's jurisdiction.
- Shelter Plus Care participants have **no portability rights**. They must continue to live within the Housing Authority's jurisdiction for as long as they continue to participate in this program.
- HOPWA participants have no portability rights as long as they continue being assisted under this program. However, after 1 year of HOPWA assistance, eligible participants are converted to the regular Housing Choice Voucher program and become eligible to port out to another housing authority's jurisdiction.

For more specific information on allowable moves and eligibility for portability, please refer to Chapter 13 (Allowable Moves/ Portability).

18.4 FAMILY SELF-SUFFICIENCY PROGRAM [24 CFR §984.101(a)]

Family Self-Sufficiency promotes the development of local strategies to enable families to achieve economic independence and self-sufficiency. The program is designed to provide supportive services for families who are residents within the Housing Authority's jurisdiction. Supportive services include but are not limited to childcare, education, transportation, counseling, job preparation, vocational training and home ownership workshops.

Upon becoming employed, FSS participants continue to pay rent in accordance with the Housing Authority's housing choice voucher procedures. Whenever the participant's rent increases, the Housing Authority establishes an interest bearing Escrow Account in their name. If the family successfully completes the contract obligations within 5 years, the family can apply to graduate from the program and receive the accrued portion of their escrow account.

New admissions to the Family Self-Sufficiency program will be limited to the level of available funding.

18.5 FSS APPLICATION PROCESS

An application is mailed to the applicant and is due back within 10 calendar days from the date it was mailed. If the application is returned undeliverable, the Housing Authority will make one more attempt to contact the applicant by mail. If the second application is returned undeliverable, the file will be documented as such. Tenants will not be penalized for not participating in the FSS Program since it is a voluntary program for voucher holders with the exception of the Welfare-To-Work (WTW) participants.

The FSS application process for WTW participants is handled in the same manner as stated in the preceding paragraph, however if the participant fails to return the application, the Housing Authority would propose termination on the grounds of non-compliance with program mandate.

Once an application is returned to the FSS office, eligibility is determined. If accepted, a Contract of Participation (CoP) is developed and an Individual Training and Services Plan (ITSP) is created. Following the CoP and ITSP being executed, participants are referred to an FSS case manager or to a contracted Community-Based Organization (CBO) to administer the case. If the application is not accepted, the tenant will be notified in writing within 5 calendar days. This applies to housing choice voucher applications only. All Welfare-To-Work applications are accepted.

18.5.1 FSS Eligible Families [24 CFR §984.203]

FSS eligible families are housing choice voucher holders and/or residents of County Public Housing.

- ❑ "FSS family" or "participating family" means a family that receives assistance under Public Housing or the Housing Choice Voucher Program and elects to participate in the FSS Program and whose designated head of FSS family has signed the Contract of Participation.
- ❑ "Head of the FSS family" means the adult member of the FSS family who is the head of household for purposes of determining income eligibility and rent.

18.5.2 Denial of Participation [24 CFR §984.302]

If a family previously participated in the FSS Program but did not meet its obligations and was terminated, the family may be denied future participation.

Families may be denied participation in the program if they owe the Housing Authority or another housing agency money in connection with the Housing Choice Voucher Program or Public Housing assistance.

18.6 FSS CONTRACT OF PARTICIPATION (COP) [24 CFR §984.303]

Upon receipt of the application, the Housing Authority will prepare a Contract of Participation within 5 to 10 calendar days. The contract will contain the effective date as well as the expiration date. It will execute the resources and supportive

service and outline the starting base for determining the escrow account. In addition, the contract will outline the guidelines for administering and disbursing the escrow funds [24 CFR §984.303(b)(1)].

Each family participating in FSS must execute a Contract of Participation with Housing Authority. The effective date of the contract will be the first of the month after the contract is executed. The limited term is 5 years. The contract may be extended in writing and at the family's request, for up to 2 years for good cause [24 CFR §984.303(c)].

The Housing Authority will only grant an extension in rare circumstances that are beyond the control of the family, and which prevent completion of the training and services plan [24 CFR §984.304(d)].

Termination of employment for nonperformance by the FSS head is not justification for a contract extension.

The Housing Authority may extend the CoP to allow families to meet the interim goal of being welfare-free at least 12 consecutive months prior to the expiration of the contract.

During an extension to the contract, the family continues to have FSS amounts credited to the escrow account.

The Housing Authority may set milestones for employment and other activities leading to self-sufficiency early in the 5-year contract term in accordance with the family's abilities.

The family's obligations may terminate before the end of the 5-year contract term, and the family's participation in FSS and entitlement to the escrow may be less than 5 years.

Three items of information must be entered into the contract to be valid:

- Gross Annual Income
- The amount of earned income in the gross annual income
- Family Rent (TTP or 30 percent of Monthly Adjusted Income for vouchers)

The CoP establishes an agreement between the family and the Housing Authority as to the responsibilities of each party. The contract is to be signed by the head of the FSS family, which is the head of household for purposes of determining eligibility. Copies of the documents will be furnished to the head of household.

The CoP may be modified in the following areas, if the Housing Authority and the family mutually agree [24 CFR §984.303(f)]:

- Individual Training and Services Plan
- The contract term (extension)
- Designation of the FSS head of the family in cases where the FSS head is deceased or becomes unassisted

A change in the designated FSS head must be included as an attachment to the Contract. It must contain the following:

- Name of new designated FSS head
- The signatures of the new FSS head and a Housing Authority representative
- The date signed

18.6.1 Compliance With The Lease [24 CFR §984.303(b)(3)]

The Contract provides that the family must comply with the assisted lease. Therefore, noncompliance with County Housing Development lease, or the lease with the owner in the Housing Choice Voucher Program, is grounds for termination of the FSS Contract of Participation.

In the Housing Choice Voucher Program, if the violation of the lease is "serious or repeated," the housing authority may also terminate program assistance.

The following representative(s) is/are authorized to execute a contract on behalf of the Housing Authority: Special Programs Administrator, FSS Coordinator, and FSS Program Specialist.

18.7 INDIVIDUAL TRAINING AND SERVICE PLAN (ITSP) [24 CFR §984.303(b)(2)]

The contract must contain an ITSP for the FSS head of household. Other adult family members who wish to receive services must also have an individual training and services plan to participate in the FSS program. The resources and services to be provided must be contained in the plan. It must contain the milestones, interim goals and final goal for suitable employment.

18.7.1 Needs Assessment

The Housing Authority will perform a needs assessment with the family using various needs assessment tools. Upon completion of the assessment, FSS will be able to establish the milestones, and short- and long-term goals designated for the head of household on the ITSP and any other participating family members with an executed ITSP.

18.7.2 The Individual Training and Services Plan (ITSP) [24 CFR §984.303]

Each individual FSS contract must contain an ITSP for the FSS head of household and any participating family member. The items included on the ITSP will include:

- The resources and services to be provided by the Housing Authority and contracted supportive services provider;
- The individual milestones, interim goals and final goal for suitable employment;
- Completion dates for each individual interim goals will be included on or before the contract expiration date;

- A mandatory interim goal for families receiving welfare is that all family members must be free of welfare assistance for 12 consecutive months prior to the expiration of the contract (including extensions) [24 CFR §982.306(b)(2)];
- The requirement for the head of the FSS family to seek and maintain suitable employment throughout the term of the contract; and
- Each ITSP plan must be signed by the participant and a Housing Authority representative.

Any changes to the ITSP must be included as a revision to the original plan. The revision may be based on the following reasons: factors keeping the client from effectively becoming suitably employed, lack of supportive services, and unforeseen circumstances/barriers. The revision must include:

- The item changed;
- Signature of the participant and a Housing Authority representative; and
- The date signed.

18.8 ESCROW ACCOUNTS [24 CFR §984.305]

The general concept of the escrow account is that FSS families continue to pay rent in accordance with their incomes (even as their incomes increase due to employment income). As a rule, the amount of the increase in earned income is escrowed. Because there are other factors that affect the family rent, it will not necessarily be dollar for dollar. The amount escrowed for the family will depend on whether the family is considered a very low- or low-income family.

- **Disbursing the FSS Escrow Account**: The amount in an FSS account, in excess of any amount owed to the Housing Authority by the FSS family, is paid to the head or designated remaining family member of the FSS family [24 CFR §984.305(c)(1)]:
  - When the contract of participation has been completed; and
  - When, at contract completion, the head of the family certifies that family member receives Federal or state welfare assistance.
- **Interim Disbursement**: The Housing Authority may, at its sole option, disburse a portion of the funds from the family's escrow account during the contract period for contract-related expenses if the family has fulfilled certain interim goals and needs a portion of the FSS account funds for purposes consistent with contract such as [24 CFR §984.305(c)(2)]:
  - School tuition;
  - Business start-up expenses;
  - Car when public transportation is unavailable or inaccessible to the family; or
  - Job training expenses.

The family may use the final disbursement of escrow account funds without restriction.

The Housing Authority cannot restrict a family's use of FSS escrow account funds withdrawn by the family unless the funds are withdrawn to aid in the completion of an interim goal.

- If a family receives an advance payment from their escrow account prior to completing the Contract, the advance payment does not have to be repaid to the Housing Authority if the family drops out of the FSS program, unless the payment was due to fraud or misinformation by the family.

If the family moves outside of the Housing Authority's jurisdiction under the Housing Choice Voucher Program portability procedures, the Housing Authority may transfer the balance of the family's FSS escrow account to another public housing agency [24 CFR §984.306(e)].

18.8.1 Forfeiting the FSS Escrow Account [24 CFR §984.305(f)]]

Amounts in the FSS escrow account will be forfeited if:

- The Contract of Participation is terminated;
- The Contract of Participation is completed but the family is receiving welfare assistance when the contract expires, including extensions; or
- The head of the family dies and the remaining members of the family choose not to continue participating in the program, and the contract obligations have not been met.

If families do not pay their rent to the owner, the funds may be forfeited because:

- Compliance with the applicable housing choice voucher or Public Housing lease is a family obligation under the Contract, and
- Nonpayment of rent is grounds for terminating a family's FSS participation and forfeiture of the escrow.

In the housing choice voucher program, FSS account funds forfeited by the family will be treated as program receipts for payment of program expenses under the Housing Authority's Housing Choice Voucher Program budget. Escrow funds may be used by the Housing Authority for HUD-approved expenses; such expenses may include rental assistance payments.

In Public Housing, the forfeited account will be credited to the Housing Authority's operating reserves and counted as other income in the calculation of the PFS operating subsidy eligibility for the next budget year. The escrow funds may be used by the Housing Authority for HUD-approved expenses such as Public Housing maintenance costs.

18.9 CHANGE IN FAMILY COMPOSITION

If the head of the FSS family no longer resides with other family members in the assisted unit, the remaining family members of the family will have the right to

designate another family member to receive the funds. The Housing Authority must be consulted and must approve this change.

If a family with two adults splits up, the Housing Authority will determine if the escrow should be paid. The family may be paid if the family member that continues to reside in a Housing Development and/or retains the rental assistance through the Housing Choice Voucher Program:

- Is already head of the FSS family, or
- Was not designated as head of the FSS family but now designates himself or herself to receive the escrow account.

18.10 FSS TERMINATION/CANCELLATION/PORTABILITY [24 CFR §984.303(h)]

The Housing Authority is responsible for determining whether the family has violated the FSS contract and whether the family's rental assistance should be terminated.

18.10.1 FSS Termination Due To Portability [24 CFR §984.306(f)]

Where the family is relocating and is not absorbed by the receiving housing authority under the portability regulations, and is participating in the receiving housing authority's FSS Program, the Housing Authority must abide by the termination decision of the receiving housing authority.

If a relocating FSS family is unable to fulfill its obligation under the FSS contract, the Housing Authority or the receiving public housing agency, whoever is party to the FSS Contract of Participation may:

- Terminate the family from the FSS Program and the family's FSS account will be forfeited, and
- Terminate the family's rental assistance since the family failed to meet its obligations under the FSS contract. This is applicable to Welfare-to-Work participants only.

If the family's FSS account is forfeited, the funds in the account will revert to the housing authority maintaining the FSS account for the family and will be treated as program receipts.

CHAPTER 19:
PRE-PAY/PRESERVATION PROGRAM
[24 CFR §886]
(APPLICANTS AND PARTICIPANTS)

19.1 INTRODUCTION

The Section 8 Pre-Pay/Preservation Program is a transition program designed to preserve the level of affordable housing and avoid the potential displacement of low and moderate-income families when owners of eligible properties pre-pay their HUD-insured mortgage loan or voluntarily terminate their mortgage insured contract. Families determined eligible for this program are assisted with special Section 8 Vouchers. **The Preservation Program policies and procedures are the same as that of the Housing Choice Voucher program except as otherwise noted. If there is a conflict between program regulations and the Admin Plan, the program regulations have precedence.**

19.2 TERMS/PROVISIONS

There are two types of housing conversion actions that the property owners can choose: pre-pay or opt-out.

1. Pre-pay date is the date the owner officially "pays off" their HUD-insured mortgage. The property is no longer considered a Project-Based or Affordable Development, and the owner is free to increase rents to market levels. As early as 60 days after this "pre-payment date," the residents are no longer protected by the subsidy or affordable rents.

   The residents on the Project-Based program under the HUD Section 8 Contract are eligible to receive an Enhance Housing Choice Voucher if the participant eligibility screening is approved, including the criminal background check requirement.

   The participant has the right to stay in the unit if they so desire, however, the families who choose to stay are required to contribute a minimum rent requirement for as long as they are eligible to receive this assistance and must remain in the unit for at least for 1 year.

   Families assisted with enhance housing choice voucher assistance have a special statutory minimum rent requirement (read above statement). The law requires that a family receiving enhance voucher assistance must pay for rent no less than the rent the family was paying on the date of the pre-pay date of the Section 8 housing contract or the expiration date of the expiring project-based contract in case of owner opt-outs.

   The enhance voucher minimum rent only applies if the family remains in the project. The enhance voucher minimum rent does not apply if the family moves.

   Families who choose to vacate, the enhance voucher becomes regular housing choice voucher and the eligibility requirements policy is the same as for screening regular admissions for the Housing Choice Voucher Program.

Families are also eligible for portability and the minimum rent requirement is no longer applicable.

2. Opt-out is where owners elect to discontinue the existing contract with HUD and no longer desire to participate in any subsidy program. In cases when owners pre-pay either their mortgage loan or opt-out of the Section 8 Housing Assistance, federal law requires that owners provide the tenants with a 1-year notification before the expiration of the Section 8 Contract. The owners are required to give proper notice of intent to pre-pay or opt-out to HUD, a notice of intent to pre-pay loan to California Housing Partnership Office, the Participant City, the local Housing Authority, and the Legal Aid Foundation. These notifications must be sent at least 1 year in advance, along with the notice of intent to increase the rent with a minimum of 60-day notice to the tenants of such a rent increase.

CHAPTER 20:
MODERATE REHABILITATION PROGRAM [24 CFR §882]
(APPLICANTS AND PARTICIPANTS)

20.1 INTRODUCTION

The Moderate Rehabilitation (Mod Rehab) Program was designed in 1978 to be an expansion of the rental certificate program. The rental certificate program was initially amended to permit moderate levels of rehabilitation to upgrade and preserve the housing stock. The rental certificate program required a minimum expenditure of $1,500 in repairs to meet the program housing quality standards.

After the work was completed, owners entered into a 15-year Housing Assistance Contract with the local housing authority. Using this 15-year rental certificate contract, the housing authority helped the owner repay the loan by subsidizing the rents of low-income participants at a higher-than-fair market rate. The contract tied rental subsides to the building not the participant. Although funding is no longer available for new participants, the Assisted Housing Division continues to administer existing contracts under this program. **Mod Rehab policies and procedures are the same as those of the Housing Choice Voucher program except as otherwise noted. If there is a conflict between program regulations and the Admin Plan, the program regulations have precedence.**

20.2 THE EXPIRED 15-YEAR CONTRACTS

To date, many of the 15-year contracts have now expired. HUD has authorized housing authorities to extend expiring Moderate Rehabilitation Contracts under certain conditions. These conditions are as follows:

- The project must have five or more units. If a building has five or more units, but only one of the units is under Moderate Rehabilitation Program then the unit is covered under the contract. The building still qualifies for an extension because the requirement is tied to the project not the contract.
- The owner must be in good standing with the current contract. Examples of non-compliance: on-going non-compliance with the Housing Quality Standard inspections.

20.3 REQUESTING AN EXTENSION

The Housing Authority closely monitors the expiration dates for all Moderate Rehabilitation contracts and mails the owners a letter asking owners if they would like to request an extension. Owners need to reply immediately to this letter if they wish to extend another year. The extension of the contract is a 1-year extension. HUD has allowed the Housing Authority to continue to extend the "extension" contract for another year. This has been the practice since 1996. However, there is no guarantee that the contracts will continue to be extended in the future.

If an owner does not wish to extend the Mod Rehab Contract for their building, they are under no obligation to extend the contract. Rules governing the Moderate Rehabilitation program require that the owners give their tenants 1-year notice in advance of the expiration of the contract and their intent to opt-out of the program. The families will receive enhanced vouchers and have the right to remain in the units as long as the units are used for rental housing. If the family chooses to vacate the Mod Rehab unit, then the family will be given a Housing Choice Voucher.

If an owner does not provide a family with the required notice, the family is protected as if they were under an assisted tenancy until 1 year from the time the owner actually provides the notice. This means that if the owner elects not to renew the contract and the family chooses to remain in the unit as an unassisted tenant, the owner will be required to accept the family portion of the rent as full payment until he/she has complied with the notification requirement.

20.4 ANNUAL INCREASE FOR THE EXPIRED 15-YEAR CONTRACTS

The Housing Authority will mail the owner a letter regarding their upcoming expiration date and advise them of their annual increase that may be granted to them providing that they choose to extend their contract. The owner must respond immediately for an extension so that the Housing Authority can expedite the process to secure funding for the new coming year.

The methodology used to calculate the rent that an owner may be eligible to receive under the renewal contract is different. To determine the rent under the extension contract the Housing Authority must compare the following three rent analyses:

- Existing contract rents multiplied by the Operating Cost Adjustment Factors (OCAF);
- The Mod Rehab FMR (120% of the existing Fair Market Rents) minus the Utility allowance; and
- Comparable market rents

The rent under the extension contract is based on the lowest of the above three figures. The Housing Authority will complete this analysis for the building and provide the owner with a copy.

For the participant's re-examination process, see Chapter 12 (Re-Examination). For family obligations, see Chapter 15 (Family Obligations). These two rulings apply to the Section 8 Certificate Program and the Housing Choice Voucher Program.

20.5 NON-EXPIRED MOD REHAB CONTRACTS

For those Mod Rehab contracts that have not reached their 15-year contract, the annual increases may be granted providing:

- The owner submits a proper 60-day notice, prior to the anniversary date, of their rent increase amount to the Housing Authority.

- The new rent increase does not exceed the annual adjustment factor and comparables justify the increase.
- The unit has passed the annual inspection.

For the re-examination process for the participant, see Chapter 12 (Re-Examination). On family obligations, see Chapter 15 (Family Obligations). These rulings apply to the Section 8 Certificate Program and the Housing Choice Voucher Program.

20.6 REQUEST TO MOVE

Since the assistance is attached to the unit and not the participant, a participant wishing to relocate and continue their assistance must relocate to another Mod Rehab Unit. The participant must submit their 30-60 day notice to vacate to their owner and mail a copy to the Housing Authority. Once the office receives the vacate notice, the Housing Authority will confirm receipt of the notice to vacate by sending the participant a confirmation notice along with a set of income verification forms. The participant must submit their income verifications forms by the due date on the cover letter. Upon receipt of the completed income forms, the representative will contact the participant to schedule an appointment for their issuance. Listings for other vacant Mod Rehab Units may be available.

For those participants who placed themselves on the waiting list for a Housing Choice Voucher and have been contacted by the Applications and Eligibility Department for issuance, the participant must submit their proper 30-60 day notice to their owner and mail a copy to the Housing Authority.

If the participant vacates their unit without the proper 30-60 day written notice to their owner and the Housing Authority, they will be terminated from the program. Keep in mind that under the Mod Rehab program, the owner may file for vacancy loss and if any money is paid on behalf of the participant, they must reimburse the Housing Authority before we can consider any future assistance.

If the owner has submitted a written notice to the participant to vacate their premises, the participant needs to contact their representative immediately. The representative will advise and direct the participant of their responsibilities.

20.7 REFERRALS
24 CFR §882.514

When a Mod Rehab unit is ready for new lease inspection, the owner/manager will refer their next applicant off their waiting list to the Mod Rehab unit. Once the applicant calls the office, the applicant's name and family composition will be requested in order to prepare the income verification packet along with the Criminal Background Check (family members 18 years and older need to sign this form) for the Head of Household to pick-up at the office. The applicant will have 10 calendar days to return the completed income verification forms to the office to determine eligibility. If the applicant has not submitted all the necessary documents to determine eligibility, a final notice will be mailed out and given a 10 working day due date. If the final request is not returned by the due date, the owner must refer the next applicant on their waiting list.

The criminal background check is required for family members 18 years and older. For information on the eligibility process, please see Chapter 2 (Admission Eligibility Factors and Applicant Requirements).

20.8 NEW LEASE PROCESS

Once the applicant has been determined eligible for the Mod Rehab program, the Housing Authority will contact the applicant and schedule them for a lease issuance. Following the issuance of the lease, the Housing Authority will contact the owner/manager to schedule a new lease inspection. The unit is subject to lead-based paint requirements specified at 24 CFR §882.404(d). Chapter 10 (Housing Quality Standards and Inspections) contains details on inspections.

Upon passing of the initial inspection, the Housing Authority will contact the owner to confirm the effective date of the new lease and the amount of the security deposit that will be collected.

The Housing Authority will complete the new lease process by entering all the necessary tenant and owner information into the Emphasys Computer Solutions system and print the new lease. The new lease will then be mailed to the owner for signatures from the participant and owner. Upon receipt of the signed lease, then the representative will release the HAP payment to the owner.

20.9 CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS

This section applies to Moderate Rehabilitation Program contracts that were effective before October 2, 1995.

20.9.1 Owner Claims

Under the Moderate Rehabilitation Program, owners may make a special claim for damages, unpaid rent, and vacancy loss after the tenant has vacated the unit. Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The Housing Authority establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the Housing Authority will ascertain whether the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The Housing Authority will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the Housing Authority for claims paid to the owner.

20.9.2 Unpaid Rent

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease and only until the termination date of the HAP contract.

Separate agreements are not considered a tenant obligation under the lease and the Housing Authority will not reimburse the owner for any claims under these agreements.

20.9.3 Vacancy Loss
24 CFR §882.411

Vacancy loss under the Mod Rehab Program is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

In order to claim vacancy loss, the unit must be available for lease and the landlord must:

1. Notify the Housing Authority within 72 hours upon learning of the vacancy, or prospective vacancy, and
2. Pursue all possible activities to fill the vacancy, including, but not limited to:
    - Contacting applicants on the owner's waiting list, if any;
    - Seeking eligible applicants by listing the unit with the Housing Authority;
    - Advertising the availability of the unit; and
    - Not rejecting potentially eligible applicants except for good cause.

In the event that a unit becomes vacant because of death, the Housing Authority will permit the owner to keep the HAP for the month in which the tenant died, but may pay no further HAP.

If the tenant moves after the date given on their notice of intent to vacate, the landlord may claim vacancy loss by providing acceptable documentation that there was a bona fide prospective tenant to whom the unit could have been rented.

20.9.4 Damage Claims

To ensure valid claim processing, the Housing Authority should conduct a thorough move-in inspection noting conditions as well as HQS deficiencies, take pictures of questionable items, and send a report of all items to the owner and tenant.

The owner must be present during the move-out inspection and only damages claimed by the owner are reimbursable.

All claims for damages must be supported by the actual bills for materials and labor and a copy of the canceled checks or other receipts documenting payment. Estimates are accepted at the discretion of the Housing Authority depending upon the nature of the work to be done.

Bills from individuals providing labor must include their name, Social Security number, address and phone number. The owner may not bill himself/herself for labor since that is not considered by the Housing Authority to be an "actual cost". However, the actual cost of the owner's employees' labor, such as the resident manager, to make repairs may be included.

Persons making repairs or replacements must be licensed to do business in Los Angeles County.

Reasonableness of costs will be based on the Means Cost Estimating Guide. Reimbursement for replacement of items such as carpets, drapes, or appliances, are based on depreciation schedules in general use by the Housing Authority.

The Housing Authority may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation, and cyclical interior painting are not paid.

The Housing Authority will inspect the unit to verify that repairs were made.

20.9.5 Move-Out and Close-Out Inspections

Move-out (vacate) inspections are performed for the Mod Rehab Program after the tenant has vacated the unit. These inspections are performed by Program Specialists/Inspectors to assess the condition of the unit, not to evaluate the HQS.

The owner must notify the Housing Authority of the move-out and request an inspection within 5 calendar days of learning of the move-out, or contract termination, whichever is first, in order to submit a claim for damages.

If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.

The owner and tenant will be notified of the date and time of the inspection. If the owner is not present, the move-out inspection will not be rescheduled.

The Housing Authority will conduct a move-out inspection on the tenant's request.

In the event that the Housing Authority is unable to inspect within 10 calendar days, the owner will be permitted to use date-stamped photographs to substantiate the claim.

20.9.6 Processing Claims

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum security deposit that the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from the Housing Authority up to the limits for each program.

If the owner claims vacancy loss, the security deposit that s/he collected or could have collected will be deducted from the vacancy loss claim.

The Housing Authority reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminarily determined amount, the type of claim, and describe the procedure for contesting the claim.

1. The Housing Authority will offer the family 10 calendar days to contest the claim. If the family disputes the claim, the Housing Authority will schedule an informal meeting/claim review with the owner and tenant in order to resolve the differences.
2. If the tenant fails to attend the meeting, the Housing Authority will proceed with its original determination; the meeting will not be rescheduled unless there are extenuating circumstances.
3. At the Claim Review, the amount and type of claim will be discussed with the family. If the family agrees with the amount and type of claim, the family may be offered a Repayment Agreement. If the family does not agree to sign a Repayment Agreement, the Housing Authority will process the account for collection.
4. If the family demonstrates that the claim, or parts of it, is invalid, the Housing Authority will adjust the amount. The Housing Authority may offer the tenant an opportunity for an Informal Hearing regarding the claim if disputes cannot be resolved.

After a determination has been made, the Housing Authority will notify the family in writing of the decision. If it has been determined that the family owes money, the Housing Authority will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse the Housing Authority as required.

20.9.7 Other Requirements for Claims Processing

- ❑ The Housing Authority will require proof that the owner has complied with State and local laws applicable to security deposits before making payment on any claim.
- ❑ All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.
- ❑ Costs of filing eviction to remove the tenant or any other legal fees, shall not be reimbursed.
- ❑ No claims will be paid for a unit that is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord or as a result of a mutual rescission between the landlord and tenant family.

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 30 calendar days of the date the owner learned of the move-out.

CHAPTER 21:
PROJECT-BASED VOUCHERS
(APPLICANTS AND PARTICIPANTS)

ADMISSIONS AND CONTINUED OCCUPANCY POLICY FOR THE CONVENTIONAL PUBLIC HOUSING PROGRAM

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

APPROVED BY BOARD OF COMMISSIONERS:

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Housing Authority of the County of Los Angeles (herein referred to as HA) is responsible for public and affordable housing stock located throughout Los Angeles County. Through our efforts to provide and maintain housing that is decent, safe, and sanitary, the HA strives for a high standard of property management. In addition, the HA believes that residents of public housing deserve a living environment that promotes individual achievement and empowers families.

The administration of the public housing program and the functions and responsibilities of the HA shall be in compliance with the Annual Contributions Contract (ACC), and this Admissions and Continued Occupancy Policy (herein referred as ACOP). The administration of the HA's housing program will also meet the requirements set forth by the U.S. Department of Housing and Urban Development (HUD). Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 Code of Federal Regulations (CFR), Parts V, VII and IX.

A. LOCAL OBJECTIVES

The ACOP demonstrates that the HA manages its program in a manner that reflects its commitment to improving the quality of housing available to the public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, the ACOP is designed to achieve the following objectives:

To provide improved living conditions for very-low and low-income families while maintaining their rent payments at an affordable level.

To operate a public housing authority that provides decent, safe, and sanitary housing within a suitable living environment for residents and their families.

To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.

B. PURPOSE OF THE POLICY

The purpose of the ACOP is to establish guidelines for the Housing Authority staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements set forth by HUD with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the HA.

The HA Board of Commissioners must approve the original policy and any changes. Required portions of the ACOP will be provided to HUD.

C. FAIR HOUSING POLICY

It is the policy of the HA to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The HA will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964

Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)

Executive Order 11063

Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975

Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

Any applicable State laws or local ordinances and any legislation protecting individual rights of residents, applicants or staff that may subsequently be enacted.

The HA shall not discriminate on the basis of race, color, sex, religion, familial status, disability, national origin, marital status, in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any development or developments under the HA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Posters and housing information are displayed in locations throughout the HA's office in such a manner as to be easily readable from a wheelchair.

The HA's facilities are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

The HA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status:

Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

Treat a person differently in determining eligibility or other requirements for admission; or

Deny a person access to the same level of services.

The HA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

Service and Accommodations Policy

The HA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on HA forms and letters to all families, and all requests will be verified so that the HA can properly accommodate the need presented by the disability.

This policy is applicable to all situations described in the ACOP when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

Federal Americans with Disabilities Act of 1990

With respect to an individual, the term "disability," as defined by the 1990 Act means:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such impairment.

Undue Hardship

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for the HA, meaning an action requiring "significant difficulty or expense."

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

The nature and cost of the accommodation needed;

The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and

The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

Posting of Required Information

The HA will maintain a bulletin board in a conspicuous area of the management offices which will contain:

Current schedule of routine maintenance charges

A Fair Housing Poster

An Equal Opportunity in Employment poster

Current Resident Notices

Required public notices

Utility Allowance Survey Results

Reasonable Accommodations

A person who has a disability, under HUD regulations, as defined in 42 U.S.C. 423, has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

A resident with a disability as defined above, may ask for:

A modification to our rules or policies;

A change in the way we communicate with you or give you information;

An alteration or change in your unit;

An accessible unit; or

An alteration or change to some other part of a HA owned property.

Verification of a Request for a Reasonable Accommodation

A request for an accommodation can be made at any time.

Any resident that requests an accommodation will be given a packet that contains the following:

Form 1: Notice of the Right to Reasonable Accommodation
Form 2: Request for a Reasonable Accommodation
Form 3: Verification of Need for Reasonable Accommodation

All requests for an accommodation must be in writing. A resident may request an accommodation for this requirement.

All residents that request a reasonable accommodation must submit Forms 2 and 3 to the management office.

The management office has a Reasonable Accommodation binder that includes the Reasonable Accommodation Log and all supporting documentation.

The housing development management staff will forward the reasonable accommodation request to the ADA compliance officer at the HA's administrative office for processing.

The ADA compliance officer will evaluate the request and forward a recommendation to the Area Manager.

The Area Manager will send a decision to the resident on the Reasonable Accommodation Request form within 60 working days of receiving the request.

The Reasonable Accommodation Request form will include an approval or a denial of the request. If denied, the form will include reasons for denial and possible alternative accommodations.

Copies of the Decision on Reasonable Accommodation Request will be sent to the housing development site to be placed in the Reasonable Accommodation binder.

D. VIOLENCE AGAINST WOMEN ACT

The HA's policy is to compy with the 2005 Violence Against Women Act (VAWA) Pub. L. 109-162; Stat.2960 signed into law on January 5, 2005. The HA shall not discriminate against an applicant, or public housing resident on the basis of the rights or privileges provided under the VAWA.

E. FAMILY OUTREACH

The HA will publicize and disseminate information to make known the availability of housing units and housing-related services for very low-income families on a regular basis.

The HA will communicate the status of housing availability to other service providers in the community. The PHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

F. PRIVACY STATEMENT

Applicants and participants, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The HA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

Any and all information, which would lead one to determine the nature and/or severity of a person's disability, must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration.

G. CONFIDENTIALITY

It is the policy of the HA to comply fully with all Federal, State, and local laws and with rules and regulations governing Confidentiality in housing. Each HA staff signs a "Confidentiality Agreement" at the commencement of their employment and participates in an annual Confidentiality training. Each HA staff agrees not to disclose any applicant/resident information, directly or indirectly, that is of a personal, private, and confidential nature, to any person or use such information in any way, either during the term of their employment or at any other time thereafter, except as follows:

To an officer, employee, or authorized representative of the HA who has a job related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance;

If the tenant/applicant (or tenant's/applicant's parent/guardian, if tenant is a minor) consents in writing;

If disclosure is allowed by Court Order;

If disclosure is made to medical personnel in a medical emergency;

To the duly appointed guardian or conservator of the individual;

To a law enforcement or regulatory agency, if the use of the information requested is in an investigation of unlawful activity under the jurisdiction of the requesting agency or for Licensing, certification, or regulatory purposes by that agency;

To any person pursuant to a subpoena, court order, or other compulsory legal process if, before the disclosure, the HA reasonably attempts to notify the individual to whom the record pertains, and if the notification is not prohibited by law;

Disclosure of any information about suspected child or elder abuse and/or neglect reported to appropriate state local authorities pursuant to state law.

To share resident information that is necessary to determine eligibility for County welfare department programs or services for which the client has applied or is receiving, as authorized by the State of California Health and Safety Code, section 34217.

By signing the "Confidentiality Agreement", the HA staff agrees that all files, records, documents and similar items relating to their employment, whomever prepared by, are and shall remain exclusively the property of the HA and that said files shall be removed from the premises only with the express prior written consent of the Executive Director or his/her designee. A violation of the "Confidentiality Agreement" may result in disciplinary action up to and including termination of employment. The unauthorized release of information may subject the HA and the HA staff to civil action under the Quality Housing and Work Responsibility Act of 1998.

Chapter 2

ELIGIBILITY AND SUITABILITY FOR ADMISSION TO PUBLIC HOUSING

[24 CFR Part 960, Subpart B]

INTRODUCTION

This chapter describes the eligibility and suitability criteria for admission to the public housing program. The policy of the HA is to apply these criteria to evaluate the qualifications of families who apply. The HA will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility and suitability.

PART I: ELIGIBILITY

A. QUALIFICATION FOR ADMISSION

In order to be deemed eligible for admission to public housing, an applicant must meet the following criteria:

Meets the definition of a family as defined by HUD and the HA

Heads a household where at least one member of the household is either a citizen or eligible non-citizen. (24 CFR Part 5, Subpart E)

Has an annual income at the time of admission that does not exceed the low-income limits for occupancy established by HUD and posted separately at the HA

Provides a Social Security number for all family members, age six or older, or will provide written certification that they legally cannot obtain Social Security numbers at this time and will notify the HA upon receipt of a Social Security number

Meets the Suitability Criteria as set forth in this chapter

Has no outstanding debts to any housing authority

The HA shall permanently deny admission to public housing units to persons convicted of manufacturing or producing methamphetamine on the premises of assisted housing.

The HA shall deny admission to sex offenders who are subject to a lifetime registration requirement under a State sex offenders registration program.

Timing for the Verification of Qualifying Factors

The HA shall not verify eligibility factors until the HA "batches" applicant files from the waiting list after determining that a sufficient number of vacancies warrant a pool of eligible applicants.

B. FAMILY COMPOSITION

Definition of Family

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

Other families are defined by the HA as follows:

> A family, other than an elderly, disabled, or displaced family, is defined by the HA as two or more persons who intend to share residency in the public housing unit, and whose income and resources are available to meet the family's needs.

The term "family" also includes, but is not limited to:

> A family with or without children;
>
> An elderly family;
>
> A disabled family;
>
> A displaced family;
>
> The remaining member of a resident family;
>
> A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a resident family;
>
> Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides;
>
> Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.

The temporary absence of a child from the home due to placement in foster care may be considered in determining family composition and family size.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Spouse of Head

"Spouse" means the husband or wife of the head.

For proper application of the Noncitizens Rule, the definition of "spouse" is the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a

common-law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-In Attendants

A family may include a live-in aide provided that such live-in aide:

Is determined by the HA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program.

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the resident family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in attendant may also reside in the unit, providing that doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A live-in aide may only reside in the unit with the approval of the HA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50–61) or disabled.

Verification of the need for a live-in aide must include the hours the care will be provided.

The HA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this chapter.

The family is responsible for the actions of the live-in aide. The live-in aide must comply with obligations of the family to maintain the unit and premises in a decent, safe and sanitary manner and not to disturb the peaceful enjoyment of the premises.

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Families are required to provide verification of Social Security Numbers for all family members age six and older prior to admission, or written certification that they legally cannot obtain Social Security numbers at this time and will notify the HA upon receipt of a Social Security number. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of Social Security Numbers is grounds for denial of admission or termination of tenancy.

If a member legally cannot obtain a Social Security Number, he/she must sign a certification stating that he/she does not have one. The certification shall:

State the individual's name, state that the individual has not been issued a Social Security Number;

State that the individual will disclose the Social Security Number to the HA, if he/she obtains one at a later date;

Be signed and dated.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen, a citizen of the Freely Associated States of the Marshall Islands, the Federated States of Micronesia, and Palau, or an eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

Non-eligible members: Applicant families that include only non-eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students: As defined by HUD in the non-citizen regulations, non-citizen students are not eligible for assistance.

The HA will establish and verify eligibility no later than the date of the family's first annual reexamination.

E. DENIAL OF ADMISSION FOR PREVIOUS DEBTS TO THIS OR ANY OTHER HA

Previous outstanding debts incurred by all adult members of an applicant household to this HA

or any housing authority resulting from a previous tenancy in the public housing or Section 8 program must be paid in full prior to admission.

The HA reserves the right, in the case of hardship, to approve a Payment Agreement if the debt owed to the HA occurred due to significant medical bills or utility costs due from the applicant at time the debt was recorded. Full documentation of the hardship will be required. In no case will the debt be forgiven.

F. INCOME LIMITS

Income eligibility for the public housing program is based on the total anticipated income from all sources received by any family member 18 years of age or older. Income limits are determined by HUD and subject to periodic change. The HA shall use income guidelines provided by HUD to determine program eligibility for the public housing program. These income guidelines will be posted at all times at the HA's site management offices.

PART II: SCREENING FOR SUITABILITY [24 CFR 960.204, 960.205]

A. SUITABILITY CRITERIA

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

To pay rent and other charges as required by the lease in a timely manner;

To care for and avoid damaging the unit and common areas;

To use facilities, appliances and equipment in a reasonable way;

To create no health or safety hazards, and to report maintenance needs in a timely manner;

Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;

Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off the HA premises;

Not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;

Not to be subject to sex offender lifetime registration under a State sex offender registration program. *

To comply with necessary and reasonable rules and program requirements of HUD and the HA; and

To comply with local health and safety codes.

* This requirement includes minors from 13 to 17 years of age.

In developing its admission policies, the aim of the HA is to attain a resident body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of the HA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

The HA will conduct a detailed interview of all applicants designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers may be subject to third party verification.

An applicant's misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition, criminal history, or rent may result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease. Should the applicant require assistance in order to comply with the terms of the lease, the applicant must notify the HA that the assistance will be available at the time of admission. (24 CFR 8.2 Definition: Qualified Individual with Disabilities) The availability of assistance is subject to verification by the HA.

The HA's minimum age for admission as head of household is 18, so that the HA will avoid entering into leases that would not be valid or enforceable under applicable law.*

As a part of the final suitability determination, the HA will screen each applicant household to assess their suitability as renters.

The HA will complete a credit check or rental history check on all applicants.

The HA may complete a home visit at the current residence of all applicants who:

Have had landlords refuse to sign their Resident Reference Form;

Stated information on their application that is inconsistent with information on the credit and unlawful detainer report;

Do not have an established residence at the time of their suitability review (e.g., state they live "here and there with friends");

Have landlords raise suitability issues on the Resident Reference Forms;

Have a criminal history that raises suitability concerns;

Claim to have zero income (to establish how they are meeting their needs);

Were interviewed by HA staff who has found the applicant's statement or behavior to raise concerns regarding suitability.

* The HA shall make an exception for emancipated minors upon completion of verifying their legal status as such.

The HA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

The applicant's past performance in meeting financial obligations, especially rent;

Eviction or records of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences, which may adversely affect the health, safety, or welfare of other residents or neighbors;

Any history of criminal activity on the part of any applicant family member, involving criminal acts, including drug-related criminal activity;

Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors;

Any history of initiating threats or behaving in a manner that indicates intent to assault employees or other residents;

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the HA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare [24CFR 960.205(b)];

Adversely affect the physical environment or financial stability of the development [24CFR 960.205(b)];

Violate the terms and conditions of the lease [24CFR 8.3];

Require services from HA staff that would alter the fundamental nature of the HA's program [24 CFR 8.3].

B. SCREENING FOR DRUG-RELATED AND/OR CRIMINAL ACTIVITY

It is the intention of the Housing Authority to administer a policy that maintains decent, safe, and sanitary public housing. All screening procedures shall be administered fairly and in such a way as to not discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups as well as not in violation of the right to privacy.

The HA will obtain criminal summary history information from State and/or local law enforcement agencies, and the FBI on all applicants over the age of eighteen for the purpose of determining resident suitability.

All applicants to the public housing program will be screened for drug-related, violent- and other criminal activity during the suitability review process. The HA defines criminal activity in the following manner:

> 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. 802)).
>
> Violent Criminal Activity: any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property.
>
> Any criminal activity that subjects a member of the applicant's household, which includes minors 13 to 17 years of age, to be subject to sex offender lifetime registration under a State sex offender registration program.
>
> Other Criminal Activity: any criminal activity including, but not limited to, violent criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the public housing premises by other residents or employees of the HA.

Denial of Admission for Drug-Related Criminal Activity:

The HA will deny admission to those applicants convicted of manufacturing or producing methamphetamine on the premises of Federally assisted housing, in accordance with HUD regulations.

Any applicant evicted from federally assisted housing by reason of drug-related criminal activity within the previous three-year period shall be denied admission, unless the evicted resident successfully completed a rehabilitation program approved by the HA and is willing to continue with counseling and support activities.

The HA will deny admission to applicants where it is determined that there is a pattern of illegal use of a controlled substance or abuse of alcohol by the applicant. The HA will consider the illegal use of a controlled substance or abuse of alcohol a "pattern" where there are three or more incidents during the previous twelve months.

In determining whether to deny admission to public housing based on a pattern of illegal use of a controlled substance or abuse of alcohol by an applicant, and/or prior eviction from federally assisted housing by reason of drug-related criminal activity, the HA may consider the following mitigating factors:

Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is willing to continue with counseling and support activities and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);

Has otherwise been rehabilitated successfully and is willing to continue with counseling and support activities and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable); or

Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

Notwithstanding Sections a, b, and c, the HA reserves the right to deny admission to applicants who have engaged in any drug-related criminal activity within a previous three-year period. In such a determination, the HA will take into account the above-listed mitigating factors.

Denial of Admission for Violent Criminal Activity

In accordance with 24 CFR 960.204 (a)(4), the HA will deny admission to public housing for any applicant, which includes minors 13 to 17 years of age, who is subject to sex offender lifetime registration under a State sex offender registration program.

In accordance Section 576 (C) of the Quality Housing and Work Responsibility Act of 1998, the HA will deny admission to public housing for any applicant who has engaged in violent criminal activity within the last three years.

Denial of Admission for Lifetime Sex Offender Registrants

In accordance with 24 CFR 960.204 (a)(4), the HA will deny admission to any applicant, which includes minors 13 to 17 years of age, who is subject to a sex offender lifetime registration under a State sex offender registration program.Other Criminal Activity

The HA will consider "other criminal activity" engaged in by an applicant in determination of suitability for public housing.

Right to Informal Hearing

Applicants denied admission to public housing based on drug-related, violent or other criminal activity may dispute the information revealed in the criminal summary history information or the determination made by the HA and request an informal hearing in accordance with the HA's grievance policy.

C. OTHER SUITABILITY FACTORS

Rent-Paying Habits

The HA will examine any HA records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from current and former landlords for up to the past three years.

Based upon these verifications, the HA will determine if the applicant was chronically late with rent payments, has been evicted for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Screening Applicants Who Claim Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant's record of unsuitable history or behavior, which, when verified, would indicate both: (1) what the reason for the unsuitable history and/or behavior is; and (2) that the reason for the unsuitable history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the HA's screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the HA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The HA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

Examples of mitigating circumstances:

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by the HA;

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The HA will consider such circumstances in light of:

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and the applicant's overall performance with respect to all the screening requirements.

D. QUALIFIED AND UNQUALIFIED APPLICANTS

Information which has been verified by the HA will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a family;

The eligibility of the applicant with respect to income limits for admission; and

The eligibility of the applicant with respect to citizenship or eligible immigration status.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and HA procedures, except for a pending HA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. The HA shall provide applicants an opportunity for an informal hearing (see chapter titled "Complaints, Grievances, and Appeals").

The HA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the HA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the HA, such as turnover rates, and market demands as they affect bedroom sizes and development location.

E. DOCUMENTATION OF FINDINGS

An authorized representative of the HA shall document any pertinent information received relative to the following:

Criminal Activity—includes the activities listed in the definition of criminal activity in this chapter.

Pattern of Violent Behavior—includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

Pattern of Drug Use—includes a determination by the HA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug-Related Criminal Activity—includes a determination by the HA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.

Pattern of Alcohol Abuse—includes a determination by the HA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

Initiating Threats—or behaving in a manner indicating an intent to assault employees or other residents.

Abandonment of a Public Housing Unit without advising HA officials so that staff may secure the unit and protect its property from vandalism.

Non-Payment of Rightful Obligations—including rent and/or utilities and other charges owed to the HA or any other HA.

Falsifying an Application for Leasing—providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior—consists of patterns of behavior that endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; that damage the equipment or premises in which the applicant resides; or that are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties that have resulted in serious disturbances of neighbors.

Grossly Unsanitary or Hazardous Housekeeping—includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

Destruction of Property from previous rentals.

Whether Applicant or Resident Is Capable of Maintaining the Responsibilities of Tenancy In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects.

F. PROHIBITED CRITERIA FOR DENIAL OF ADMISSION

The HA shall not reject an applicant on the basis that such applicant:

Has no income;

Is not employed;

Does not participate in a job-training program;

Will not apply for various welfare or benefit programs;

Has a child (or children);

Has children born out of wedlock;

Is on welfare;

Is a student.

G. APPEALS

If information is revealed that would cause the HA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity to appeal the denial according to the HA's hearing procedures outlined in the chapter regarding grievances and appeals.

Chapter 3

APPLICATIONS AND MANAGEMENT OF THE WAITING LIST

[24 CFR 5.400, 5.600, 960.201 through 960.208]

INTRODUCTION

The policy of the HA is to ensure that all families who express an interest in public housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This chapter describes the policies and procedures for entering new applications on the waiting list, opening and closing the waiting list, determining essential applicant information for waiting list placement, administering preferences, and removing applicants from the waiting list.

A. ENTERING NEW APPLICANTS ON THE WAITING LIST

Applicants interested in public housing may call the HA's application phone line to submit an application for the waiting list or apply online at www.hacola.org. Upon a request from a person with a disability, the HA will make the waiting list application available in an accessible format.

B. PROCEDURES FOR INITIAL APPLICATION TO THE WAITING LIST

The purpose of the initial application is to permit the HA to preliminary assess family eligibility or ineligibility and to determine placement on the waiting list.

At the time of the application intake, whether through the application line or website, the HA will obtain the following information:

- Name and social security number of head of household;
- Address of head of household;
- Date and time of application;
- Number of household members;
- Amount and source of annual income;
- Information regarding request for reasonable accommodation or accessible unit.

The HA requires that applicants inform the HA in writing of changes in family composition and address. The HA also requires that applicants respond to requests from the HA to update information on their application, or to determine their continued interest for assistance.

Multiple families in same household

When families apply that consist of two families living together, (such as a mother and father, and a daughter with the own husband or children), if they apply as a family unit, they will be treated as a family unit.

C. NOTIFICATION OF APPLICANT STATUS

Upon submission of the initial application, the HA will notify the applicant in writing of their preliminary eligibility and waiting list status.

Should the family be determined as ineligible, based on the information provided during the initial application, the HA will notify the family in writing (or in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. Refer to the chapter "Complaints, Grievances, and Appeals."

D. OPENING AND CLOSING THE WAITING LIST

The HA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of the HA to house an applicant in an appropriate units within a reasonable period of time.

The HA will publicly announce the decision to close the waiting list and/or restrict intake through public notice in local newspaper publications, media entities, and social service agencies. The public notice will contain the date and time when the HA will close the waiting list. Generally, the HA will give at least ten days' notice prior to closing the list. Furthermore, during the period when the waiting list is closed, the HA will not maintain a list of individuals who wish to be notified when the waiting list is open.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit and application in cases when a social service organization provides inaccurate or untimely information about the closing date.

Opening of the waiting list will be announced in the same manner as closing the waiting list. This notice will be made in an accessible format if requested. It will provide potential applicants with information that includes the HA address and telephone number, how to submit an application, and information on eligibility requirements.

Unless the waiting list is closed, the HA will accept an application, even if the HA believes that the applicant is probably not eligible.

E. REMOVAL FROM THE WAITING LIST AND PURGING

Purging of the waiting list

The waiting list may be purged at least once a year by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest in the program.

Should an applicant fail to respond within ten calendar days s/he will be removed from the waiting list. If a letter is returned by the Post Office with a forwarding address, it will be re-mailed to the

address indicated.

Should an applicant be removed from the waiting list for failure to respond, s/he will not be entitled to reinstatement. The applicant may be reinstated at the discretion of the HA.

Notices will be made available in an accessible format upon the request of the person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability. The HA will also consider as an accommodation the reinstatement of an applicant who did not respond in the timeframe described above because of verified reason connected to a disability.

All applicants are required to contact the HA in writing to confirm their continued interest in public housing.

Removal from the waiting list

The HA will only remove applicants from the public housing waiting list because they have been housed, they have requested in writing that their names be removed, their applications have been cancelled or denied, or they have refused an offer of housing without good cause (24 CFR 960.206).

Applicants' names may be removed either at their request or because the HA is unable to contact them to follow up on their application. No informal hearing is required following removal of an application, although the HA will store the application file for three years.

If the reason an applicant with disabilities did not respond to the HA's attempts to contact him/her is related to the disability, the HA will, as a reasonable accommodation, reinstate the applicant in the former position on the waiting list.

Applicants who are denied (because the HA determined they were ineligible/unsuitable) are entitled to an informal hearing. Please refer to chapter 13 "Grievances and Appeals."

F. WAITING LIST PREFERENCES

A preference is not an automatic guarantee of admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must meet the HA's Selection Criteria as defined in this policy.

The HA's preference system will work in combination with requirements to match the characteristics of the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by current law, the HA will give preference to qualified families.

Families who reach the top of the waiting list will be contacted by the HA to verify their preference and, if verified, the HA will complete a full application for occupancy. Applicants may not retain their place on the waiting list if they refuse to complete the application process.

Among applicants with equal preference status, the waiting list will be organized according to date

and time of application.

Local Preferences

Local preferences will be used to select among applicants on the waiting list. A public notice with opportunity for public comment will be held before the HA adopts or changes any local preference.

The notice will be distributed following the same guidelines as those used for opening or closing the waiting list.

General Occupancy Developments

The HA has established the following local admissions preferences for general occupancy developments:

First Priority: Homeless

Homeless families must be referred to the HA by a homeless service provider currently under contract with the HA. The family must consist of two (2) or more persons with one (1) member being under the age of 18 or be a single elderly and/or disabled person:

This preference is limited to 30% of the number of vacant general occupancy units available on July 1 of each fiscal year. Furthermore, the HA will consider victims of domestic violence and emancipated youth aging out of Foster Care as part of the definition of homeless families. Victims of domestic violence and emancipated youth aging out of Foster Care will receive the same admissions preference as homeless families. In order to qualify for the domestic violence preference, the applicant must be referred to the HA by a homeless service provider currently under contract with the HA. In order to qualify for the emancipated youth aging out of Foster Care preference, the applicant must be referred to the HA by the Department of Children and Family Services (DCFS).

Second Priority: Families that have been displaced by a natural disaster declared by the President of the United States or through a governmental action.

Third Priority: All other families who live and/or work in unincorporated Los Angeles County.

Fifth Priority: All other families that do not live or work in unincorporated Los Angeles County.

In accordance with the State of California Healthy and Safety Code, section 34322.2, the Housing Authority gives priority to families of veterans and servicepersons within each of the above admissions preference categories.

Treatment of Single Applicants

All families with children, elderly families, and disabled families will have an admission preference over "Other Singles."

Mixed Population Developments

The HA has established the following local admissions preferences for mixed population developments:

First Priority: Families that live and/or work in unincorporated Los Angeles County, are Veterans or surviving spouses of Veterans, AND who are Elderly Families (head, spouse or sole member is 62 years of age or older) OR Disabled Families (head, spouse or sole member meets the HUD/Social Security definition of disability).

Second Priority: Families who live and/or work in unincorporated Los Angeles County AND who are Elderly Families OR Disabled Families.

Third Priority: Families who do not live and/or work in unincorporated Los Angeles County AND who are Veterans or spouses of Veterans, AND Elderly Families OR Disabled Families.

Fourth Priority: Families who do not live and/or work in unincorporated Los Angeles County and who are Elderly Families OR Disabled Families.

G. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying its preference system, the HA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for the elderly and/or disabled limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

H. INCOME TARGETING

The HA will monitor its admissions to ensure that at least 40% of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the HA's jurisdiction.

The HA shall, at its discretion, at least annually, exercise the "fungibility" provision of QHWRA by admitting less than 40% of "extremely low income families" to public housing in a fiscal year, to the extent that the HA has provided more than 75% of newly available Section 8 Housing Choice Vouchers to "extremely low income families." This fungibility provision discretion by the HA is also reflected in the HA's Section 8 Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40% of admissions to public housing for extremely low income families by the lowest of the following amounts:

The number of units equal to 10% of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing developments located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the HA's admissions to public housing will be for extremely low-income families. The fungibility floor is the number of units that cause the HA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

I. UNITS DESIGNATED FOR THE ELDERLY

The HA may elect at some future time to submit an Allocation Plan as required by the 1992 Housing Act to designate specific units or sites for elderly applicants only. In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age would receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities.

J. UNITS DESIGNATED FOR THE DISABLED

The HA may elect at some future time to submit an Allocation Plan as required by the 1992 Housing Act to designate specific units or sites for disabled applicants only. In accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan.

K. MIXED POPULATION UNITS

A mixed population development is a public housing development, or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character).

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. All other HA preferences will be applied.

L. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families. In accordance with the HA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the HA's general occupancy units.

The HA will use its local preference system as stated in this chapter for admission of eligible families to its general occupancy units.

M. DECONCENTRATION OF POVERTY AND INCOME MIXING

The HA's admission policy is designed to provide for deconcentration of poverty and income-mixing by bringing higher income residents into lower income developments and lower income residents into higher income developments.

A resident's gross annual income is used to determine income limits at admission and for income-mixing purposes.

Deconcentration and Income-Mixing Goals

The HA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families," will be to admit higher income families to lower income developments, and lower income families to higher income developments.

Deconcentration will apply to transfer families as well as applicant families.

Development Designation Methodology

Annually, the HA will determine on an annual basis the average income of all families residing in general occupancy developments.

The HA will then determine the average income of all families residing in each general occupancy development.

The HA will then determine whether each general occupancy development falls above, within, or below the Established Income Range (EIR).

> The EIR is 85 percent to 115 percent (inclusive of 85 percent and 115 percent) of the HA-wide average income for general occupancy developments.

The HA will then determine whether or not developments outside the EIR are consistent with local goals and strategies in PHA Agency Plan.

> The HA may explain or justify the income profile for these developments as being consistent with and furthering two sets of goals:

1. Goals of deconcentration of poverty and income mixing (bringing higher income residents into

lower income developments and vice versa); and

2. Local goals and strategies contained in the PHA Annual Plan.

Deconcentration Policy

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the PHA Plan, the HA shall adhere to the following policy for deconcentration of poverty and income mixing in applicable developments.

Skipping a family on the waiting list to reach another family in an effort to further the goals of the HA's deconcentration policy:

If a unit becomes available at a development below the EIR, the first eligible family on the waiting list with income above the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list with income above the EIR will be offered the unit. The process will continue in this order. For the available unit at the development below the EIR, if there is no family on the waiting list with income above the EIR, or no family with income above the EIR accepts the offer, then the unit will be offered to the next family regardless of income.

If a unit becomes available at a development above the EIR, the first eligible family on the waiting list with income below the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list with income below the EIR will be offered the unit. The process will continue in this order. For the available unit at the development above the EIR, if there is no family on the waiting list with income below the EIR, or no family with income below the EIR accepts the offer, then the unit will be offered to the next family regardless of income.

Skipping of families for deconcentration purposes will be applied uniformly to all families.

A family has the sole discretion whether to accept an offer of a unit made under the HA's deconcentration policy. The HA shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under this deconcentration policy. However, the HA shall uniformly limit the number of offers received by applicants, described in this Chapter.

The HA provides a waiting list preference to homeless families referred by the agencies listed in this Chapter. Only the homeless preference can override deconcentration and income mixing policies.

If the average incomes of all general occupancy developments are within the Established Income Range, the HA will be considered to be in compliance with the deconcentration agreement.

Nothing in the deconcentration policy relieves the HA of the obligation to meet the income targeting requirements.

HA Incentives for Higher Income Families

The HA may offer certain incentives to families with incomes above the EIR willing to move into a

development with average income below the EIR.

N. PROMOTION OF INTEGRATION

Beyond the basic requirement of nondiscrimination, HA shall affirmatively further fair housing to reduce racial and national origin concentrations.

The HA shall not require any specific income or racial quotas for any development or developments.

The HA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

O. VERIFICATION OF PREFERENCE QUALIFICATION

A family's placement on the waiting list is based upon whether the family qualifies for an admissions preference. When a family is selected from the waiting list during the final determination of eligibility, the HA shall verify the preference.

If the preference verification indicates that the family does not qualify for an admissions preference, the family will be returned to the waiting list and ranked without regard for a local preference and given an opportunity for a review.

Change in Circumstances

Changes in applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the HA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.

P. PREFERENCE DENIAL

If the HA denies a preference, the HA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. The applicant will have ten calendar days to request the meeting in writing. 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 by the HA.

Q. COMPLETION OF A FULL APPLICATION

The HA utilizes the full application form to obtain information related to applicant's eligibility, preferences, and tenant history. Applicants who fail to complete the full application will be cancelled from the jurisdiction-wide waiting list.

Reasonable accommodation(s) will be made for persons with a disability that may include: providing

materials in formats requested by applicants, allowing applicants to be represented by a family member, advocate, or case worker designated by the applicant, completing paperwork at a site other than the HA administrative office for applicants who cannot come to the office for a reason connected to their disability, granting extended time for responses to persons who cannot respond within the established timeframes because of a disability and reinstating applicants who do not respond within established timeframes due to a verified reason connected to a disability.

Preferences are based on an applicant's current status and shall be verified during the eligibility review, regardless of the length of time an applicant may have been on the waiting list. The preference must exist at the time the HA initiates verification of applicant information. The HA shall conduct Third Party Verification (TPV) of eligibility and preference at the time the HA initiates the eligibility review.

R. PROCESSING FULL APPLICATIONS

The HA will conduct TPV for the following items to determine qualification for admission to the HA's public housing program:

- Preference(s)
- Family composition and type (elderly/non-elderly)
- Annual income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers for all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal history
- Rental history
- School enrollment (for all household members attending school)

If the HA determines that additional information or document(s) are needed, the HA will request the document(s) or information in writing. The applicant will be given ten calendar days to supply the information. Should this information not be supplied within the timeframe, the HA will provide the applicant a notification of cancellation for assistance.

S. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the HA will make a final determination of eligibility based upon information provided by the family, the verification conducted by the HA, and determination of resident suitability (refer to chapter on Eligibility for Admission).

As the rules and regulations governing the housing program are subject to change by HUD and/or applicants may have experienced a change in circumstance(s) during the review process that may affect their eligibility, it is necessary to make final eligibility determination.

The applicant is not actually eligible for a unit offer until this final determination has been made,

even though they may have been preliminarily determined eligible and have been placed on the waiting list.

T. PLAN FOR UNIT OFFERS

The HA plan for selection of applicants and assignment of dwelling units will assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin. The HA plan for selection is based on how many locations within its jurisdiction have available units of suitable size and type in the appropriate type of development. This plan is also based on the distribution of vacancies.

The applicant will be offered a unit in the location with the oldest vacancy. If the offer is rejected, the applicant will be offered a suitable unit in the location with the second oldest vacancy. If that unit is rejected, a final offer will be made in the location with the third oldest vacancy.

When an applicant rejects the final unit offer the HA will remove the applicants name from the waiting list. Removal from the waiting list means the applicant must reapply.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

For elderly/disabled applicants on elderly/disabled housing development waiting lists, applicants will be cancelled after three unit offers.

The HA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

U. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Resident Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable. (See chapter on Complaints, Grievances, and Appeals.)

V. OFFER OF ACCESSIBLE UNITS

The HA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the HA will offer such units:

> First, to a current occupant of another unit of the same development, or other public housing developments under the HA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the HA will require the applicant to sign a certified statement agreeing that the applicant will relocate within 30 days to the first available vacant unit of appropriate size, at the same or comparable housing development site, should the modified unit be required for an eligible disabled family. This requirement will be a provision of the lease agreement.

W. TIME LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within three calendar days of the date the offer is made. Offers made over the telephone will be confirmed in writing by the HA. If the HA is unable to contact an applicant by telephone, the HA will write to the applicant to inform him/her of the unit offer.

X. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the final unit offer, the HA will remove the applicants name from the waiting list.

Y. REQUIREMENT TO ATTEND INTERVIEW

The HA utilizes the interview session to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure such information is complete. Families are also given information on HA services or programs that may be available.

All adult family members must attend the interview. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses three scheduled meeting(s), the HA will not provide housing.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

At the time of the interview, all adult members will be required to sign the House Rules, Lease Agreement and other documents required by the HA. Failure to sign any required documents will be cause for denial of housing.

If the HA determines at or after the interview that additional information or document(s) are needed, the HA will request the document(s) or information in writing. The family will be given ten calendar days to supply the information.

If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals.)

Z. APPLICANTS UNABLE TO TAKE OCCUPANCY

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the

offer for "good cause," the applicant will not be removed from the waiting list.

Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

Unit is not of the proper size and type, and the applicant would be able to reside there only temporarily;

Unit contains lead-based paint, and accepting the offer could result in subjecting the applicant's children under seven (7) years of age to lead-based paint poisoning;

An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; [24 CFR 945.303(d)];

A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member;

The unit is inappropriate for the applicant's disabilities.

AA. ELDERLY/DISABLED HOUSING DEVELOPMENT WAITING LIST

The HA offers elderly and single disabled applicants who have determined eligible and suitable the opportunity to take the first available vacant unit offer or place their name on a maximum of three elderly/disabled housing development waiting lists.

Applicants may select from the following list of elderly/disabled housing developments:

Carmelitos (senior)
Colonia de las Rosas (Nueva Maravilla)
Whittier Manor
Foothill Villa
Marina Manor I & II
Palm Apartments
Francisquito Villa
Herbert Avenue
Southbay Gardens
Orchard Arms
Ocean Park
Westknoll Apartments
Carmelita
Triggs Street

If an applicant, who selects the option of placing their name on an elderly/disabled housing development waiting list(s), and refuses all three units selected at the time the HA makes the unit offer, will be cancelled and their name will be removed from the jurisdiction-wide waiting list.

Every reasonable accommodation will be taken by the HA to ensure that applicants can make informed choices regarding the development(s) in which they wish to reside. The HA will disclose information to applicants regarding the location of available sites, occupancy number and size of accessible units. The HA will also include basic information relative to amenities such as security, programs and services, transportation, and the estimated waiting period for admittance to unit of different types.

Chapter 4

DWELLING UNIT OCCUPANCY STANDARDS

INTRODUCTION

This Chapter states the HA Occupancy Standards used to determine the appropriate type development and unit size for families, based on the following guidelines.

A. DETERMINING UNIT SIZE

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: Minimum #	Persons in Household: Maximum #
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	5	10

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

Generally the HA will assign one bedroom to two people within the following guidelines:

A minimum of one person per bedroom.

Adults of different generations, persons of the opposite sex (other than spouses and significant others), and unrelated adults will not be required to share a bedroom.

Foster children will be included in determining unit size.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

Space may be provided for a child who is away at school but who lives with the family during school recesses.

The living room may be used as a bedroom at the request of the family and the approval of the HA.

The HA may offer a family a unit that is larger than required by HA's occupancy standards.

All members of the family residing in the unit must be approved by the HA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HA within ten calendar days.

B. EXCEPTIONS TO OCCUPANCY STANDARDS

Person with Disability

The HA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified [* and meets requirements in the "Service and Accommodations Policy" section of Chapter 1].

Accessible units will be offered to non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

Zero Bedroom Units

For units with zero bedrooms and that are more than 510 square feet in size, two persons may occupy that unit (Palm and West Knoll apartments fit this criteria).

Other Circumstances

Circumstances may dictate a larger size than the occupancy standards permit when:

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Verification from a doctor must accompany requests for a larger bedroom to accommodate medical equipment.

Requests based on health related reasons must be verified by a doctor.

The HA will grant exceptions from the guidelines in cases where it is the family's request or the HA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply.

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until they have been admitted and have occupied the unit for 18 months.

The family may request to be placed on a larger bedroom size waiting list than indicated by the HA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the HA before the family is placed on the larger bedroom size list.

In all cases, where the family requests an exception to the general occupancy standards, the HA will evaluate the relationship and ages of all family members and the overall size of the unit.

C. OCCUPANCY STANDARDS ARE APPLICABLE TO TRANSFERS

When a change in the circumstances of a resident family requires another unit size, if the unit is not available at the time it is requested, the family will be placed on the Transfer List.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the manager who will make determination after review of the situation, the individual circumstances, and the verification provided.

D. OCCUPANCY BY POLICE OFFICERS

In order to provide an increased sense of security for public housing residents the HA may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to the HA's public housing program.

Chapter 5

DETERMINATION OF TOTAL TENANT PAYMENT AND FAMILY CHOICE IN RENTS

[24 CFR 5.609, 5.611, 5.613, 5.615]

PART I: DETERMINATION OF TOTAL TENANT PAYMENT (TTP)

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income ensures that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable deductions from gross Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the QHWRA now gives HAs broader flexibility to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

The minimum rent for the HA is $50. The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly gross income

The minimum rent as established by the HA

HA Procedures for Notification to Families of Hardship Exceptions

The HA will notify those participant families subject to a minimum rent of their right to request a minimum rent hardship exception under the law.

The HA will notify all families at the annual recertification appointment of their right to request a minimum rent hardship exception.

The HA notification will advise the family that hardship exception determinations are subject to HA

grievance procedures.

The HA will review all resident requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent exception are required to be in writing.

Requests for minimum rent exception must state the family circumstances that qualify the family for an exception.

Exceptions to Minimum Rent

The HA will immediately grant the minimum rent exception to all families who request it.

The minimum rent will be suspended until the HA determines whether the hardship is:

Covered by statute

Temporary or long-term

If the HA determines that the minimum rent is not covered by statute, the HA will impose a minimum rent including payment for minimum rent from the time of suspension.

HUD Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall into one of the following criteria:

The family has lost eligibility (for reasons other than failure to comply with program requirements and/or committing program fraud) or is awaiting an eligibility determination for Federal, State, or local assistance.

The family would be evicted as a result of the imposition of the minimum rent requirement.

The income of the family has decreased because of changed circumstances, including:

Loss of employment as defined whereby an individual is out of work due to no fault of their own;

Death of the Resident or other member of the Resident's household;

Other circumstances as determined by the HA or HUD

Temporary Hardship

If the HA determines that the hardship is temporary, a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 day period commencing on the date of the family's request for exemption.

The HA defines temporary as less than 90 days.

Repayment Agreements for Temporary Hardship

The HA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

If the family owes the HA money for rent arrears incurred during the minimum rent period, the HA will require that the family pay an initial lump sum (in an amount determined by the HA) with the remaining balance to be paid equal payments over a period of time not to exceed 12 months under $2400 or 24 months for any amount in excess of $2400.

Minimum rent arrears that are less than $50 will be required to be paid in full the first month following the end of the minimum rent period.

The HA's policies regarding repayment agreements are further discussed in the chapter entitled "Family Debts to the HA."

B. INCOME AND ALLOWANCES

The HA shall define income and allowances as the following:

"Income": The types of money that are to be used as income for the purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

"Annual income" is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. "Gross income" is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 5.607)

"Adjusted income" is defined as the annual income minus any HUD allowable deductions.

Allowable Deductions

HUD has five allowable deductions from Annual Income:

1. Dependent allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. "Elderly" allowance: $400 per household for families whose head or spouse is 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for elderly and disabled families.

4. Childcare expenses for children under 13 are deducted when child-care is necessary to allow an adult member to work or attend school (including vocational training). This amount cannot exceed the income a family receives from working. It also cannot exceed the market rate for a day care provider in the area.

5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

The rent for qualified families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the date on which the employment begins. Only family members 18 years of age or older can qualify for the earned income disallowance.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing development, is paying income-based rent; and

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

   The HUD definition of "previously unemployed" includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

2. Whose earned income increases as a result of increased earnings by a family member during participation in any family self-sufficiency or other job training program; or

   The HUD definition of economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

   Amounts to be excluded are any earned income increases of a family member during the self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment. The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

3. Who is or was, within six months, assisted under any State program for TANF and whose earned income increases, if the amount received under TANF was at least $500 for the six-month period.

The amount that is subject to the disallowance is the amount of incremental increase in income. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment to the amount of such income after the beginning of employment.

Initial Twelve-Month Exclusion:

During the cumulative 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 HA will exclude from annual income any increase in income of the family member as a result of employment over the prior income of that family member.

Second Twelve-Month Exclusion:

Upon the expiration of the 12-month period referred to above, the rent payable by a family may be increased due to the continued employment of the family member above, except that during the 12-month period beginning upon such expiration the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion.

Maximum Four-Year Disallowance:

The earned income disallowance is limited to a lifetime 48-month period for each family member. For each family member, the disallowance only applies for a maximum of 12 months total exclusion of incremental increase, and a maximum of 12-month phase in exclusion during the 48-month period starting from the date of the initial exclusion.

If the period of increased income does not last for 12 consecutive months, the disallowance period may be resumed at any time within the 48-month period, and continued until the disallowance has been applied for a total of 12 months of each disallowance (the initial 12-month total exclusion and the second 12-month Housing phase in exclusion).

No earned income disallowance will be applied after the 48-month period following the initial date the exclusion was applied.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

Date the increase in earned income was reported by the family

Name of the family member whose earned income increased

Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income

Amount of the increase in earned income (amount to be excluded)

Date the increase in income is first excluded from annual income

Date(s) earned income ended and resumed during the initial cumulative 12-month period of

exclusion (if any)

Date the family member has received a total of 12 months of the initial exclusion

Date the 12-month Housing phase in period began

Date(s) earned income ended and resumed during the second cumulative 12-month period phase in exclusion

Date the family member has received a total of 12 months of the phase in exclusion

Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance

The HA will maintain a tracking system to ensure correct application of the earned income disallowance.

Family's Responsibility to Report Changes

Changes in Family Composition

The HA's policy is not to raise rent between annual recertifications, except in the case of a change in family composition. Residents must report all changes in the household composition.

Changes in Income

The HA's policy is not to raise rent between annual recertifications, except in the case of a change in family composition and/ or source of income and/or an increase of $200/month or more. If the HA determines that the family is a qualified family for Earned Income Disallowance, the 12-month exclusion will begin on the first day of the month after the family becomes eligible. At annual recertification, the remainder of the 12-month full exclusion will be applied. After the 12-month full exclusion ends, the 12-month phase-in exclusion will begin. The family will be required to report any change in income or family composition during this period (while full or housing phase in exclusion is applied).

Inapplicability to Admission

The earned income disallowance is only applied to determine the annual income of families residing in public housing, and is not used in determining the annual income of applicants for purposes of eligibility or income targeting for admission.

D. TRAINING PROGRAMS FUNDED BY HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

Upon employment with the HA, the full amount of employment income received by the person is

counted. There is no 18-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

E. AVERAGING INCOME

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

When Annual Income cannot be anticipated for a full twelve months, the HA will average known sources of income that vary to compute an annual income.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year, will be used.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

F. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HA will calculate the Total Tenant Payment by excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

G. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received on a regular basis regardless of frequency will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. This information will be requested from the family and will be averaged over a twelve-month period and included in the calculation of Total Tenant Payment. It does not include casual contributions or sporadic gifts. (See chapter on "Verification Procedures," for further definition.)

H. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The HA will accept as verification that the family is receiving an amount less than the award if:

The HA receives verification from the agency responsible for enforcement or collection.

It is the family's responsibility to supply a copy of the divorce decree.

I. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive resident rent that the family owes as a result of the lump sum receipt the HA will always calculate retroactively to date of receipt.

Retroactive Calculation Methodology

The HA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The HA will determine the amount of income for each certification period, including the lump sum, and recalculate the resident rent for each certification period to determine the amount due the HA.

At the HA's option, the HA may enter into a Repayment Agreement with the family. The HA will only enter into a Repayment Agreement with the family if they are in good standing (no unpaid rent or other charges, no disturbance complaints). The family will be required to pay fifty percent (50%) of the retroactive amount due at the time of calculation and the balance of the amount over a six-month period.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney 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.

J. CONTRIBUTIONS TO RETIREMENT FUNDS—ASSETS

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

K. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The HA must count assets disposed of for less than fair market value during the two years preceding certification or recertification. The HA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

L. CHILD CARE EXPENSES

Unreimbursable child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, attend school full time, or attend full-time vocational training.

In the case of a child attending private school, only before or after-hours care can be counted as child-care expenses.

Child-care expenses must be reasonable. Reasonable is determined by what the average child care rates are in the HA's jurisdiction.

Allowability of deductions for child-care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Child care for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Amount of Expense: Each site management office will survey the local care providers in the surrounding community to determine what is reasonable. The site management office will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, the HA may calculate the allowance using the guideline.

M. MEDICAL EXPENSES [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS

Publication 502 will be used as a guide.

Over- the- counter medication must be doctor-prescribed in order to be considered a medical expense and will be counted toward medical expenses for families who qualify if the family furnishes legible receipts with identification of the type of purchase.

Acupressure, acupuncture, physical therapy including exercise and chiropractic services may be considered allowable medical expenses if these services are recommended as a specific treatment by the family's primary physician.

The cost of transportation to and from medical appointments and treatments will be an allowable medical expense and will be calculated at the current IRS rate.

N. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

Proration of 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 immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See chapter titled "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

O. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The HA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

Fraud; or

Failure to participate in an economic self-sufficiency program; or

Noncompliance with a work activities requirement.

However, the HA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Verification Before Denying a Request to Reduce Rent

A family's request for rent reduction shall be denied upon the HA obtaining written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance.

Cooperation Agreements

The HA has taken a proactive approach to culminating an effective working relationship between the HA and the local welfare agency for the purpose of targeting economic self sufficiency programs throughout the community that are available to public housing residents.

P. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Resident Rent, a utility allowance will be deducted from the total tenant payment. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, the HA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the utility company after the family has been notified.

Resident-Paid Utilities

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

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

Q. EXCESS UTILITY PAYMENTS

Residents in units where the HA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

PART II: FAMILY CHOICE IN RENTS

A. FAMILY RENT CHOICE

The HA shall provide information to enable each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income; or 2) the flat rent. The HA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the HA.

B. FLAT RENTS

The HA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:

Is based on the rental value of the unit, as determined by the HA; and

Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

The HA shall review the income of families paying flat rent not less than once every three years.

C. INCOME-BASED RENTS

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the HA, that does not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income;

10 percent of the family's monthly gross income; or

The HA's Minimum TTP of $50.

D. SWITCHING RENT DETERMINATION METHODS BECAUSE OF HARDSHIP CIRCUMSTANCES

In the case of a family that has elected to pay the HA's flat rent, the HA shall, no later than the first of the month following the month the family reported the hardship, provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made for the following hardship circumstances:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment through no fault of the individual, death in the family, and reduction in or loss of income or other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and

Such other situations as may be determined by the HA.

All hardship situations must be verified. If a family has switched from flat rent to income-based rent because of hardship, the family shall remain on income-based rent until the next scheduled annual recertification, at which time the Housing Authority shall allow the family to elect whether to pay flat rent or income-based rent.

E. HA'S FLAT RENT METHODOLOGY

The HA has set a flat rent for each public housing unit, based on the reasonable market value of the unit. The HA's methodology is also described in the HA Agency Plan.

Each public housing development obtains three rent comparables for each bedroom size from unsubsidized units in the surrounding area. The rent comparable information includes factors such as age of the building, location, physical condition, amenities and design. Once three rent comparables are obtained, an average of the three rents is calculated to obtain the flat rent. Rent comparables shall be calculated not less than once each year.

The rent comparable analysis is kept at each site, including documentation as to how the flat rent was determined.

F. ANNUAL RECERTIFICATION

During the annual recertification process, the family will be provided a form from the HA, on which the family will indicate whether they choose flat rent or income-based rent. The HA form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be. This form will be retained in the resident's file.

Chapter 6

VERIFICATION PROCEDURES

[24 CFR Part 5, Subpart B; 24 CFR 960.259]

INTRODUCTION

This chapter explains the HA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The HA's verification procedures are designed to meet HUD's requirements that the factors of eligibility and Total Tenant Payment be verified and that the HA maintain program integrity. Applicants and program residents must furnish proof of their statements whenever required by the HA, and the information they provide must be true and complete. The HA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

A. METHODS OF INCOME VERIFICATION AND TIME ALLOWED

The HA will verify information provided by applicants and residents utilizing the following verification methods:

1. Up-Front Income Verification (UIV): The HA's first choice is up-front income verification to substantiate claims made by an applicant or resident. If the institution providing the UIV report charges the resident, the HA will utilize the next income verification method.
2. Third-Party Written Verification
3. Third-Party Oral Verification: The HA may also use telephone verifications.
4. Review of Documents: The HA will review documents, when relevant, to substantiate the claim of an applicant or resident, should the other three forms of Third-Party Verification (UIV, written or oral) not be available.
5. Personal Declaration: When verification cannot be made utilizing the four above methods of Third-Party Verification, information on Personal Declaration will be used.

At all times, should the HA not obtain Third-Party verification, the HA staff must document why third party verification was not obtained and the verification method utilized to substantiate the information.

The HA will not delay the processing of an application beyond two weeks in cases where third party verification is not received by the HA in a timely manner.

Third-Party Verification for applicants may not be more than 120 days old at the time of a unit offer. For residents, they are valid for 120 days from date of receipt.

Up-Front Income Verification

Up-Front Income Verification are computer-generated reports, which reduce the possibility of written fraud. Some UIV is available for wages, welfare benefits, social security benefits and other incomes sources such as child support.

Possible UIV sources are:

Tenant Assessment Sub-System (TASS) matches Social Security and Supplemental Security Income to HUD's MTCS and TRACS databases.

State Wage Information Collection Agencies (SWICAs) are a source of employers and reported wages. SWICAs are required to share data with the HA upon request.

The Work Number is an automated service that provides controlled access to a national database. The information is provided at no cost to the HA.

Internal Revenue Service (IRS) Letter 1722 shows the applicant/tenant filing status, exemptions claimed, adjusted gross income, taxable income, taxes paid, etc.

Credit Bureau (CBA) Credit Profiles contains public record information, credit relationships, inquiries and demographic information. This source will not provide income information, however it can be utilized to identify possession of assets.

Third-Party Written Verification

Third-party verification is used to verify information provided by the family. Third-party written verification forms will be sent and returned via first class mail. Families will be required to sign an authorization form in order for requested information to be released to the HA.

Verifications received electronically directly from the source are considered third party written verifications.

The HA may accept verifications delivered by the family as third party documents, as deemed necessary to complete the application or recertification process in a timely manner.

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will complete a HA verification form. If oral third party verification is not available, the HA will compare the information to any documents provided by the applicant. If provided by telephone, the HA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within two weeks, the HA will utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The HA will accept the following documents from the family:

Printed wage stubs

Computer print-outs from the employer

Signed letters (provided that the information is notarized or confirmed by phone)

Other documents noted in this chapter as acceptable verification

The HA will accept faxed and/or photocopied documents.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HA will utilize the third party verification.

Personal Declaration

When verification cannot be made by third-party verification or review of documents, information included in the Personal Declaration may be used. A verification form will be completed and documented by HA staff.

B. RELEASE OF INFORMATION

Applicants and residents are required to sign specific authorization forms when information is needed that is not covered by the HUD Form 9886, Authorization for Release of Information.

Each family member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature. Family refusal to cooperate with the HUD prescribed verification procedure will result in denial of admission or termination of tenancy in accordance with the family's obligation to provide information requested by the HA.

C. COMPUTER MATCHING

For some time, HUD has conducted a computer matching initiative to independently verify resident income. HUD can access income information and compare it to information submitted by HAs on the 50058 form. HUD can disclose Social Security information to HAs, but is precluded by law from disclosing Federal tax return data to HAs. If HUD receives information from Federal tax return data indicating a discrepancy in the income reported by the family, HUD will notify the family of the discrepancy. The family is required to disclose this information to the HA (24 CFR 5.240). HUD's letter to the family will also notify the family that HUD has notified the HA in writing that the family has been advised to contact the HA. HUD will send the HA a list of families who have received "income discrepancy" letters.

When the HA receives notice from HUD that a family has been sent an "income discrepancy" letter,

the HA will send a written notice to the family, advising the family to contact the HA within 10 days to disclose the contents of the family's notice from HUD.

When the family furnishes the copy of the HUD notice to the HA, the HA will verify the information contained in the notice using the verification procedures contained in this chapter of the Admissions and Continued Occupancy Policy. Based on the verified information, the total tenant payment and resident rent will be adjusted and the HA will take other actions, as appropriate. (*Also see chapters on Recertifications, Lease Terminations, Complaints, Grievances and Appeals, and Family Debts to the HA.)*

Once the site management office has completed this procedure and determined the outcome (e.g., retroactive payment is due or HUD information cannot be verified), the Property Supervisor will send a copy of the disposition document (repayment agreement, letter to family) to the Administrative Unit Manager.

D. ITEMS TO BE VERIFIED

1. All income not specifically excluded by the regulations.

   Zero-income applicants and residents will be required to complete a family expense form at each certification or recertification interview.

2. Full-time student status including high school students who are 18 or over.

3. Current assets including assets disposed of for less than fair market value in preceding two years.

4. Child-care expense where it allows an adult family member to be employed or to further his/her education.

5. Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.

7. Legal identity.

8. U.S. citizenship/eligible immigrant status.

9. Social Security Numbers for all family members 6 years of age or older or certification that a family member does not have a Social Security Number.

10. Preference status, based upon HA preferences.

11. Family/marital status when needed for head of household or spouse definition.

12. Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

This section defines the methods the HA will use to verify various types of income. Whenever "in this order" is used in this chapter, the HA will request and utilize verifications, if available, in the order specified.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year-to-date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.
3. W-2 forms plus income tax return forms.
4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program residents may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the HA will require the most recent federal income tax statements.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.
2. Computer report electronically obtained or in hard copy.
3. Award or benefit notification letters prepared by the providing agency.
4. Bank statements for direct deposits.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Computer report electronically obtained or in hard copy, stating payment dates and amounts.

2. Verification form completed by the unemployment compensation agency.

3. Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. HA verification form completed by payment provider.

2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

3. Computer-generated Notice of Action.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

2. A notarized letter from the persons paying the support.

3. 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.

4. If payments are irregular, the family must provide appropriate court or welfare agency documents supporting the family's claim that the amount they are actually receiving is less child support/alimony than was ordered.

Net Income from a Business

In order to verify the net income from a business, the HA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification, in this order, include:

1. IRS Form 1040, including:

   Schedule C (Small Business)

   Schedule E (Rental Property Income)

   Schedule F (Farm Income)

   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.

2. Audited or unaudited financial statement(s) of the business.

3. Documents such as cash-books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

Child Care Business

If an applicant/resident is operating a licensed day care business, income will be verified as with any other business.

If the applicant/resident is operating a "cash and carry" operation (licensed or not), the HA will require the applicant/resident to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

Recurring Gifts

The family must furnish a Notarized Statement, which contains the following information:

The person who provides the gifts

The value of the gifts

The estimated frequency of the gifts

Zero-Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

Families must also provide a written statement as to how they meet living expenses, such as utilities, food, clothing, and other incidentals, when they claim a zero income.

Full-Time Student Status

Only the first $480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or HA verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

3. IRS Form 1099 from the financial institution, provided that the HA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).

2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

4. Lessee's written statement verifying rent payments to the family and family's Notarized Statement as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets

The HA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, current checking account statements and/or a 3-month average of savings account funds, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

.Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV)

For all Certifications and Recertifications, the Family will certify as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the

time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Typical verification for child-care expenses included but is not limited to: income tax records, money orders to the child care provider, cancelled checks.

Medical and Disabled Assistance Expenses

Families who claim medical expenses or expenses to assist a person(s) 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. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration's of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

The HA will use mileage at the IRS's rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

NOTE: Disability expenses are allowable deductions only if the expenses enable a member of the household age 18 and over (including the disabled member) to go to work.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of birth, naturalization papers

Current, valid driver's license

U.S. military discharge (DD 214)

U.S. passport

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of birth

Adoption papers

Custody agreement

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing name

Birth certificates

Verification of guardianship:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation (utility bills)

Credit reports showing relationship

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported) through letters, telephone calls, leases, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources. Verification of legal custody must be a court-ordered assignment or verification from a social service agency.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who were residents and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The HA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HA must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide. If an applicant or resident family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For resident families, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs prior to the new member moving in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents. The HA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members six and over, unless the family member cannot legally obtain a Social Security number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

A valid driver's license

Identification card issued by a Federal, State or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

Earnings statements or payroll stubs

Bank statements

IRS Form 1099

Verification of benefits or SSN from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the HA.

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 certification to that effect provided by the HA. The applicant/resident or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family member must be removed from the household or the family's tenancy will be terminated.

In the case of an individual at least 62 years of age, the HA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family member must be removed from the household or the family's tenancy will be terminated.

If the family member states they cannot legally obtain a Social Security number, the family member will be required to sign a certification to this effect.

Matricula Consular

The Housing Authority may require that all non-contending family members who are Mexican or Argentine citizens submit a copy of their Consulate General of Mexico's or Argentina's Matricula Consular identification card for identification purposes only.

J. VERIFICATION OF SUITABILITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

HA of the County of Los Angeles and Other HAs (to whom the family may owe debt)

(See Chapter 2 on eligibility.)

Ability to Meet Financial Obligations Under the Lease

All applicants may be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants may be interviewed and asked questions about the basic elements of tenancy.

The HA will access a Credit Report on all applicants prior to selection.

The HA may independently verify the rent-paying history of all applicants directly from previous landlord(s).

Drug-Related or Violent Criminal Activity

The HA will complete a criminal background check of all adult members of the household.

Housekeeping

The HA will obtain references from prior landlords to determine acceptable housekeeping standards.

The HA may conduct a home visit prior to admission.

K. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 5.410, 5.415, 5.430]

Local Preferences

1. Homeless families: This preference requires written certification by an agency with whom the HA has a cooperation agreement.

2. Residency preference: For families who live, work or have been hired to work in the jurisdiction of the HA. Families who are unable to work due to age or disability automatically qualify for this preference.

   In order to verify that an applicant is a resident, the HA will require any of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the family is residing.

3. Veterans preference: This preference is available to current members of the U.S. Armed Forces, veterans, or surviving spouses of veterans.

The HA will require U.S. government documents that indicate that the applicant qualifies under the above definition.

Chapter 7

TRANSFER POLICY

INTRODUCTION

It is the policy of the HA to permit a resident to transfer within or between housing developments under certain conditions (i.e., to be in closer proximity to work or school); when it is necessary to comply with occupancy standards; or when it will help accomplish the affirmative housing goals of the HA.

The HA will always consider transfer requests as a reasonable accommodation for a person with a disability.

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability[1].

Residents will receive one unit offer for a transfer, whether for HA-initiated transfers or resident-initiated transfer requests approved by the HA. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

The HA Executive Director shall retain discretionary authority to approve/disapprove all transfers.

A. HA-INITIATED TRANSFER CATEGORIES

The HA may require that a family transfer to another unit at the same housing development or to another housing development under the following hierarchy:

1. Emergency Transfers:

   Emergency transfers are mandatory when the HA determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety[2]; alleviate verified disability problems of a life threatening nature; or to protect residents due to a reasonable fear of direct violence[3].

   These transfers shall take priority over new admissions.

2. Category 1

   Category 1 Administrative transfers include mandatory transfers to remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified

scale and duration that disturbs lead-based paint or controls lead-based paint hazards; or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to the HA Administrative Office with the necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by the HA (e.g., moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).

3. Category 2 correct serious occupancy standards problems.

   These transfers will take priority over new admissions.

   Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of sleeping areas, or so large that the number of household members would equal more than two persons per sleeping area. These transfers are mandatory.

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

4. Category 3 transfers may be made to avoid concentration of the most economically and socially deprived families, correct occupancy standards[4], or address situations that interfere with peaceful enjoyment of the premises.

   These transfers will not take priority over new admissions.

B. PROCESSING TRANSFERS

1. A centralized transfer waiting list will be administered by the HA Eligibility/Suitability Unit. Property Supervisors will submit requests for transfer, including necessary documentation, to the E/S Unit Supervisor.

2. Transfers will be sorted into their appropriate categories by the E/S Unit staff. Admissions will be made in the following order:

   First: Emergency transfers;
   Second: Category 1;
   Third: Category 2;
   Fourth: Resident initiated transfer requests and,
   Fifth: Category 3

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

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-

examination or interim re-examination.

4. Residents in Category 2 over/under housed status will be advised by the HA that a transfer is recommended and that the family has been placed on the transfer list.

5. When a HOH, 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 four (4) years of age. Exceptions: spouse or partner is added to the Lease Agreement, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.

C. TRANSFERS AT THE REQUEST OF THE RESIDENT

1. A resident shall have resided in their unit for a minimum of 24 months before being eligible for a transfer. Each resident may not request more than one transfer every four years. (Exceptions to this standard will be made for medical or other emergency situations.)
2. Furthermore, the HA will consider approving transfer requests, other than those for health and safety reasons, by taking into account whether the resident is in good standing with the HA. Please see Section D below, "Good Record Requirement for Transfers".
3. New applicants shall have priority over transfers except for Emergency and Category 1 and Category 2 transfers and other Administrative reasons as determined by the HA.
4. Residents requesting to transfer to another unit or development are required to submit a Resident Request to Transfer Form to the site management office. Within ten calendar days, the Property Supervisor will review the request and determine if the resident is in good standing with the HA, has met the 24 month residency requirement, and has not transferred from another site within the last four years.
5. Upon determination by the Property Supervisor that the resident has met the transfer eligibility criteria, the Resident Request to Transfer Form will be submitted to the Eligibility/Suitability Unit Supervisor.
6. The Eligibility/Suitability Unit Supervisor will review and forward the resident's request to a Division Manager for final approval or denial within ten calendar days. If the request is approved, the HA will notify the resident that their name has been placed on the transfer list for the location and/or bedroom size desired. If the request is denied, the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal hearing.

D. UNIT OFFERS

1. With the exception of Emergency, Category 1, and Category 2 Transfers, the HA will make a maximum of one unit offer to residents. A resident must accept or reject the unit offered within three calendar days of the date of the offer is made. Residents are entitled to reject transfer offers for a "good cause".

2. Examples of "good cause" reasons for the refusal to take a housing unit offered include, but are not limited to:

i. Unit is not of the proper size and type, and the applicant would be able to reside there only temporarily;
ii. Unit contains lead-based paint, and accepting the offer could result in subjecting the applicant's children under seven (7) years of age to lead-based paint poisoning;
iii. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; (24 CFR 945.303(d));
iv. A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member;
v. The unit is inappropriate for the applicant's disabilities.

E. GOOD RECORD REQUIREMENT FOR TRANSFERS

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past 24 months:

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

2. Exceptions to the good record requirements may be made for emergency transfers as deemed necessary by the HA.

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

   i. If back rent is owed, the resident will not be transferred until the total amount of back rent is paid in full.
   ii. A resident with housekeeping standards citations will not be transferred until he/she passes a follow-up housekeeping inspection.

F. SECURITY DEPOSITS

1. The HA will charge the family for any damages to the previous unit that exceed that unit's security deposit. If there is a balance left on the original security deposit, it will be applied to the new unit security deposit and the family must pay the balance due on the new unit security deposit at move-in date. Any charges due prior to move out (i.e., delinquent maintenance charges, late rent fee, etc.) will be collected by the sending development and the resident must pay those charges in full prior to entering into a new Lease Agreement. Any charges that are incurred after the resident vacates the unit (i.e., maintenance charges) that exceed the security deposit will be posted to

the new unit and will be collected by the receiving department.

2. The balance of a security deposit paid on the old unit will be transferred from the sending development to the receiving development minus any damage or cleaning charges applicable to the old unit. The resident will be required to pay the balance due on the security deposit on the new unit prior to the move-in so that the security deposit paid is in accordance with HA policy.

G. RESIDENT'S RESPONSIBILITY

Residents are responsible for all moving costs related to their transfer. The HA will only incur the reasonable cost of transfers initiated by the HA due to demolition, disposition, revitalization, rehabilitation, and/or a reasonable accommodation for a resident with a disability. In the case of transfers due to threat of violence, the HA will determine on a case-by-case basis whether the resident shall be responsible for moving costs. Upon approval of the transfer, residents must complete their move within three calendar days.

The resident will be charged rent on both units until the keys from the old unit are turned in to the HA.

H. RECERTIFICATION

The date of annual recertification will change upon the completion of the transfer. A resident may have more than one annual recertification as a result of their transfer in accordance with the HA policy.

[1] 24 CFR 100.5

[1] If a unit become uninhabitable due to conditions caused by the resident, any member of the resident household, or the resident's guests, will be addressed through the lease violation process and the resident shall not have the rights set forth above, or if the cause for the conditions is determined after the transfer, the HA may still terminate tenancy.

[1] Such transfers may be initiated after the HA receives input from local law enforcement. In considering whether to initiate such transfers, the HA will take account the circumstances creating the risk of violence and make a determination in the best interest of the resident and the HA.

[1] 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.

Chapter 8

LEASE AGREEMENT

[24 CFR 966.4]

INTRODUCTION

All units must be occupied pursuant to a dwelling Lease Agreement that complies with HUD's regulations [24 CFR Part 966]. This chapter describes the HA's policies pertaining to lease execution, terms of Lease Agreement, security deposits, rent payments, inspection of units, and additions to the lease.

A. LEASE ORIENTATION

Upon execution of the lease, the HA will conduct a lease orientation for all adult members of the household. The family must attend an orientation before taking occupancy of the unit.

Families will be provided with the following information during the lease orientation:

A copy of the Lease Agreement

A copy of the HA's lease and grievance procedure

A copy of the House Rules

A copy of the full application and signed release forms

A copy of Parking Policy

Information on the Privacy Act

Lead Based Paint Information

Fair Housing Booklet

A copy of the HA's Pet Policy

A schedule of HA maintenance charges

Topics to be discussed will include, but are not limited to:

Applicable deposits and other charges

Provisions of the Lease

Orientation to the community

Unit maintenance and work orders

B. TERM OF LEASE AGREEMENT

The initial term of the lease will be for 12 months. The lease will renew for a 12-month term unless good cause exists not to renew the lease.

C. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse, and all other adult members of the household, and by an authorized representative of the HA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the resident, and the HA will retain one in the resident's file. The lease is incorporated into this policy by reference. The lease document will reflect current HA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new residents.

A new lease is executed at the time of the transfer of a resident from one HA unit to another with a change in recertification date.

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.

The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to resident rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the HA, which becomes an attachment to the lease. Documentation will be included in the resident file to support proper notice.

Households that include a live-in attendant are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant.

D. MODIFICATIONS TO THE LEASE

The HA may modify its form of lease from time to time, giving residents 30 days for an opportunity to comment on proposed changes and advance notice of the implementation of any changes.

Schedules of special charges and rules and regulations are subject to modification or revision. Residents will be provided at least thirty days written notice of the reason(s) for any proposed

modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and at site management offices.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

A resident's refusal to execute HA approved lease modifications, or those modifications required by HUD, is a material breach of the Lease Agreement and grounds for termination of tenancy.

E. ADDITIONS TO THE LEASE

Requests for the addition of a new member to the household must first be approved by the HA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request to add a new member, the HA will conduct a pre-admission suitability review for those proposed household members over the age of 18. Only those members approved by the HA will be added to the lease. Furthermore, the HA will consider whether the resident's request to add a member(s) will exceed the occupancy limit for the unit as a factor determining whether to approve the request.

Factors which may determine a pre-admissions suitability review include, but are not limited to:

In cases where the resident plans to marry and add his or her spouse to the lease;

In cases where resident desires to add a new family member to the lease, and/or employ a live-in aide.

In addition, the HA may exercise its discretion to screen prospective household members under the age of 18 provided a parent or legal guardian signs consent to allow the HA to access the juvenile records of the child. Sources to be checked may include any of the following:

School Records (attendance/behavior)

Juvenile Probation/Court Records

Police Records

Children born to a family member are not subject to screening for purposes of determining household additions.

Residents who fail to notify the HA of additions to the household, or who permit persons to join the household (includes permitting non-tenants to utilize a resident's address), without undergoing screening are considered to have unauthorized occupants by the HA, and are in violation of the lease and subject to termination of tenancy [24 CFR 966.4(f)(3)].

F. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES
[24 CFR 8.27(a)(1)(2) and (b)]

Before offering a vacant accessible unit to a non-disabled applicant, the HA shall offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the HA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

Third, to an eligible qualified applicant on the waiting list who does not require the special features of the vacant unit.

The HA may require such applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

G. UTILITY SERVICES

Residents are responsible for direct payment of utilities. Residents must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits. Failure to maintain utility services during tenancy is a lease violation and grounds for termination of tenancy.

If there is a utility reimbursement payment, the HA may pay the utility reimbursement payment directly to the utility provider and will notify family of the action.

H. SECURITY DEPOSITS

New residents must pay a security deposit to the HA at the time of admission.

Mixed Population (elderly/disabled) Developments:

The Security Deposit is the greater of the applicant's TTP or $75 for mixed population (elderly/disabled) developments.

General Occupancy Developments:

The Security Deposit is the greater of the applicant's TTP or $125 for general occupancy developments.

The HA will hold the security deposit for the period the resident occupies the unit.

The HA will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the Lease.

The HA will refund the Security Deposit less any amounts owed, as required by California State Law, within 21 days, following move out and resident's notification of new address.

The HA will provide the resident or designee identified above with a written list of any charges against the security deposit. If the resident disagrees with the amount charged to the security deposit, the HA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the HA. All keys to the unit must be returned to the Management upon vacating the unit.

The HA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

If the resident transfers to another unit, the HA will refund the security deposit, less damages, and collect a new deposit, using the current information regarding Total Tenant Payment. If applicable, the resident will be informed of the new deposit amount. However, the new deposit will not be collected until the old deposit (if any) is refunded.

I. RENT PAYMENTS

The tenant rent is due and payable to a specific Bank of America (BofA) Post Office Box on the first day of every month. If the first day falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If BofA does not receive a payment by the fifth business day of the month, a notice to pay rent or quit will be served on the resident. Residents shall make all payments by check or money order payable to THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES (HACoLA). The HA shall collect a fee in the amount charged the HA by the bank anytime a check is not honored for payment. Residents who submit more than two (2) checks that are not honored for payment will be required to make rent payments by money order only.

J. FEES AND LOCKBOX SYSTEM

The following is the LOCKBOX procedure for paying rent:

All rent payments are mailed to a Bank of America (BofA) Postal Office Box;

BofA scans the front of the money order/check, envelope and statement;

All scanned documents and payment information is inputted and batched by BofA;

BofA uploads all payment information to a secure web site;

The HA accesses the secure BofA web site and import rent payment data into the Information Systems and Services Incorporated (ISSI) housing software.

K. NONPAYMENT PENALTIES

If BofA does not receive the resident's rent payment by the fifth day of the month, a late fee as set forth in the lease will be charged.

L. SCHEDULES OF MAINTENANCE CHARGES

A schedule of charges for maintenance services and repairs which is incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the management office.

M. INSPECTIONS OF PUBLIC HOUSING UNITS

Move-In Inspections

The HA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the HA and the resident, will be kept in the resident file.

Annual Inspections

The HA will inspect all units annually using HUD's Uniform Physical Condition Standards as a guideline.

Residents who "fail" the inspection due to housekeeping or resident-caused damages will be given 10 calendar days to correct noted items. The HA will schedule a follow-up inspection to verify that the resident corrected the deficiencies.

Residents will be issued a copy of the inspection report with required corrections.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the HA.

Damages beyond "normal wear and tear" will be billed to the resident.

Quality Control Inspections

The HA will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the HA can be of service to the family and to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

The HA will conduct quality control inspections on 10% of all units.

Special Inspections

The HA may conduct a special inspection for housekeeping, unit condition, or suspected lease violation every 30 days for one year.

HUD representatives or local government officials may review HA operations periodically and as a part of their monitoring may inspect a sampling of the HA's inventory.

Move-Out Inspections

The purpose of these inspections is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The HA will determine if there are resident caused damages to the unit. Resident caused damages may affect part or all of the family's security deposit.

In accordance with Section 1950.5(f) of the California Civil Code, the HA will abide by the following Move-Out Inspection procedures when the resident submits a 30-day Notice of Intent to Vacate or the HA issues a 30-day Notice to Vacate or a 14-Day Notice to Pay Rent or Quit or a 30-Day Notice to Cure or Quit, to the resident.

These procedures do not apply to residents who receive a Three-Day Notice to Quit due to a lack of time to provide an initial Move-Out inspection.

The HA shall notify the resident in writing of their option to request an initial Move-Out inspection and their right to be present at the inspection.

At the time the resident submits a 30-Day Notice of Intent to Vacate or the HA issues a 30-Day or 14-Day Notice, the residents will be informed that the request for the initial inspection must be in writing and delivered to the Management office during normal business hours within three (3) days of the date of service of the Notice. Should the resident fail to request an initial inspection, the HA will be discharged of its duty.

After the resident submits a request for an initial inspection, the HA and the resident will schedule said inspection at a mutually agreed upon date and time. The inspection should be scheduled no earlier than two weeks before the termination of the Lease Agreement.

The HA will give the resident 48 hour prior written notice of the mutually agreed upon date and time. However, the HA and the resident may forego the 48 hour written notice by executing a written waiver. The HA will then proceed with the inspection whether the resident is present or not in the unit.

Upon the completion of the inspection, the HA will give the resident an itemized statement specifying the items that are in need of repair and/or cleaning which will be the basis for deductions from the security deposit. This itemized statement will be handed to the resident at the conclusion of the inspection or placed inside the unit (should the tenant not be present).

The resident will have the opportunity during the period from the completion of the initial inspection until termination of the Lease Agreement to remedy the deficiencies.

Following the final inspection, the HA may deduct from the security deposit items not cured, items which occurred after the initial inspection, or items not identified during the initial inspection due to the presence of the resident's possessions.

Emergency Inspections

The HA may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit. In addition, the HA may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

Emergency Repairs to Be Completed in Less than 24 Hours

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

Lock-out (with proper identification of resident)

Broken lock that affects unit security

Broken window glass that affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)

Escaping gas

Plumbing leaks that have the capacity to create flooding or cause damage to the unit

Natural gas leaks or smell of fumes

Backed-up sewage

Electrical hazard or electrical failure

Roof leaks (depending on circumstances)

Smoke detector malfunction/destruction

Elevator operation

HVAC malfunction (depending on unit and circumstances, e.g., weather)

Defective stairs, handrails, guardrails/support apparatus

Residents who disengage smoke detectors for convenience purposes may be cited as being in violation of their lease agreement with the HA.

Entry of Premises Notices

The HA will give 24 hour advance written notice prior to entering the unit for non-emergency

inspections or repairs. Non-emergency entries to the unit will be made during reasonable hours of the day. For emergency inspections or repairs, no advance notice is required for the HA to enter the unit.

An adult family member must be present in the unit during the inspection or repair if there are children present in the unit.

If no person is at home, the HA will enter the unit and conduct the inspection or repairs.

If no one is in the unit, the HA will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

Where the HA is conducting regular annual examinations of its housing units, the family will receive at least thirty days advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

The HA reserves the right to enter a unit, subject to the applicable notice, under the following conditions:

Inspections and maintenance

To make improvements and repairs

To show the premises for leasing

In cases of emergency

Non-Inspection Emergency Entry

The HA staff will allow access to the unit to proper authorities when issues of health or safety of the resident are concerned.

Family Responsibility to Allow Inspection

It is a violation of the Lease Agreement for the resident to refuse to allow entry to the unit for the reasons set forth in this ACOP.

Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a reinspection will be conducted within 10 calendar days by HA staff. Should the resident "fail" the reinspection, the HA will conduct a unit inspection every thirty (30) days for a twelve (12) month period.

Should the family fail to comply with the reinspection, it can be a material breach of the lease and grounds for termination of tenancy.

More than one citation issued to a family who has purposely and for convenience disengaged the unit's smoke detector will be considered a violation of the lease.

Resident Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items that could be charged against the resident's security deposit under state law.

N. GUEST POLICY

Residents shall obtain HA management written approval for the presence of any person not identified in the lease as a member of the resident's household who occupies the unit for over ten consecutive days or a total of 14 days within a twelve month period. The Executive Director or his/her designee has discretionary authority to approve the occupation of a unit beyond 14 days.

Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

The HA will consider:

Statements from neighbors and/or HA staff

Vehicle license plate verification

Post Office records

Driver's license verification

Law enforcement reports

Credit reports

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a guest rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the HA may terminate the family's lease since prior approval was not requested for the addition.

In a joint custody arrangement, if the minor is in the household less than 90 days per year, the minor will be considered to be an eligible guest and not a family member. If both parents reside in Public Housing, only one parent shall be able to claim the child for deductions and for determination for the occupancy standards.

O. HOME OCCUPATIONS

The HA in its sole discretion, may authorize a unit to be used as a place for conducting a home occupation; provided that the unit is used primarily as a place of residence and the following conditions are met to assure that the use of the unit is consistent with residential use and will not disturb the peaceful enjoyment of the premises by other residents.

Criteria for Home Occupations

1. No construction, structural alteration or addition to the unit shall be permitted;

2. Not more than one room in a unit shall be primarily used in connection with the home occupation;

3. No special equipment or facilities other than furnishings, small tools, and hand-carried or light office machines shall be installed or utilized;

4. No persons other than residents of the HA shall work on the Premises in connection with the home occupation;

5. There shall be no excessive vehicular traffic to or from the unit by customers, salesmen, repairmen, service vehicles, deliverymen, messengers or others beyond the amount of such traffic generally incidental to residential uses;

6. No sound created by the operation of the home occupation shall raise the noise to a level which disturbs the neighbors or the housing complex;

7. No hazardous or offensive materials shall be stored or utilized;

8. No sign shall be displayed which in any way indicates the presence of a nonresidential activity;

9. There shall be no evidence of nonresidential activity visible from any point beyond the immediate premises where the home occupation is located;

10. Storage of goods and materials not associated with residential uses shall be limited and shall not create a safety or health impact such as, but not limited to, fire safety or blockage of passage ways;

11. Sale of firearms shall be prohibited.

12. The Property Supervisor shall have final approval of all Home Occupation activities.

Criteria for Childcare Home Occupations

For those residents electing to provide childcare in their unit, the following additional requirements must be followed:

1. Criminal background check for all family members 18 years of age and older;

2. Executed Space Use Agreement (SUA) which will include the following:

    a. In accordance with the revised Health and Safety Code Section 1597.531, the childcare provider shall maintain one of the following:

        1. Liability insurance kept in force covering injury to clients and guests in the

amount of at least one hundred thousand dollars ($100,000) per occurrence and three hundred thousand dollars ($300,000) in the total annual aggregate, sustained on account of the negligence of the licensee or its employees; or

2. A bond in the aggregate amount of three hundred thousand dollars ($300,000); or

3. A file of affidavits signed by each parent with a child enrolled in the home. The affidavit shall state that the parents has been informed that the family child care home does not carry liability insurance or a bond according to standards established by the state of California, and that the parent has been informed that the liability insurance, if any, of the owner of the property may not provide coverage for losses arising out of, or in connection with, the operation of the family day care home, except to the extent that the losses are caused by, or result from, an action or omission by the owner of the property for which the owner of the property would otherwise be liable under the law.

A family day care home that maintains liability insurance or a bond pursuant to the above section, shall name the HA as an additional insured party on the liability insurance policy or bond with the following conditions being met:

The HA may make a written request to be added as an additional insured party;

The addition of the HA does not result in cancellation or nonrenewal of the insurance policy or bond carried by the family day care home;

Any additional premium assessed for this coverage is paid by the HA.

b. Copy of State of California Child-Care License

3. Pass a Unit Inspection;

4. Comply with the Home Inspection Criteria;

5. Abide by and assure that childcare clients comply with the applicable terms of the Lease Agreement (section 6 parts A, B, C, D, E, F, H, L, N, O, Q, S, T, U, W, Z, AA, CC, DD, and EE) established for the benefit and well being of the Housing Development in which the Residence is located. The Lease Agreement is available in the Management office;

6. Provide to the Property Supervisor the names of each parent and child utilizing the childcare services;

7. Complete a safety training to be conducted by site Maintenance staff;

8. Notify the site Community Policing Program (CPP) that resident is conducting childcare in the unit;

9. Resident, as Licensee, shall comply with all applicable Federal, State, and local laws

regarding the provision of childcare in the unit and comply with all terms of their Lease Agreement;

10. The HA shall ensure the peaceful enjoyment of all residents at the housing development;

11. Failure to comply with the Childcare Home Occupations Policy may result in the resident losing their housing;

12. Provide the site management office with the name of an alternate person as back-up child caretaker, including a copy of the person's California Identification Card or Driver's License.

Chapter 9

PET POLICY—ELDERLY/DISABLED DEVELOPMENTS

[24 CFR 5.309]

INTRODUCTION

The purpose of this policy is to establish the HA's policy and procedures for ownership of common household pets in elderly and disabled developments and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

This policy changes provisions previously applicable to elderly/disabled developments. Only residents who had pets prior on or before the effective date of the revised Pet Policy are allowed to keep pets providing they have adhered to the terms of the Pet Agreement – Addendum to Lease Agreement.

Animals That Assist Persons with Disabilities

In accordance with Section 504 of the Rehabilitation Act and the Fair Housing Act, pet rules will not be applied to animals that assist persons with disabilities except as provided below:

There is a reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;

There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;

The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or

The presence of the assistance animal would fundamentally alter the nature of the provider's services.

To be excluded from the pet policy, the resident/pet owner must certify that:

There is a person with disabilities in the household; and

The animal has been trained to assist with the specified disability.

A. HA APPROVAL OF PETS

All pets must be approved in advance by the HA.

Pets must meet the HA's pet standards and the tenant and the PHA must enter into a Pet Agreement.

B. PET STANDARDS

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Residents are not permitted to have more than two (2) common household pets

1. Dogs

   Maximum number: 1

   Maximum adult weight: 30 pounds

   Must be housebroken

   Must be spayed or neutered

   Must have all required inoculations

   Must be licensed as specified now or in the future by State law and local ordinance

   Any litter resulting from the pet must be removed as soon as the puppies are weaned or are eight weeks of age.

2. Cats

   Maximum number: 2

   Must be a household cat

   Must be spayed or neutered

   Must have all required inoculations

   Must be trained to use a litter box or other waste receptacle

   Must be licensed as specified now or in the future by State law or local ordinance

   Any litter resulting from the pet must be removed as soon as the kittens are weaned or are eight weeks of age.

3. Birds

   Maximum number: 3

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: (10 gallons)

Must be maintained on an approved stand

5. Rodents (rabbit , guinea pig, or hamster ONLY)

Maximum number: 1

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local ordinance

The following are NOT "common household pets":

Domesticated dogs that exceed thirty pounds (Animals certified to assist the disabled are exempt from the weight limitation.)

Vicious or intimidating dogs. Under California law (Food and Agriculture Code Sec. 31603), a "vicious" dog is defined as, but not limited to:

(a) Any dog seized under Section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of Section 597.5 of the Penal Code.

(b) Any dog which, when provoked, in an aggressive manner, inflicts severe injury on or kills a human being.

(c) Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in Section 31602 or is maintained in violation of Section 31641, 34642, or 31643.

(d) Any dog breeds that have been determined to be "potentially dangerous" or "vicious" under California law or local animal control ordinance.

Wild, feral, or any other animals that are not amenable to routine human handling

Any poisonous animals of any kind

Fish in aquariums exceeding ten gallons in capacity

Non-human primates

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children

Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans

Snakes or other kinds of reptiles

Any other animal that, due to its size, nature or disposition, presents a risk to public health or safety or cannot be properly cared for due to its physical needs.

C. REGISTRATION OF PETS

Pets must be registered with the HA ten (10) days before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual recertification.

Each pet owner must provide a color photograph of their pet(s) and display a "Pet Here" sticker, provided by the HA, which will be displayed on the front door of the unit at all times.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal To Register Pets

If the HA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The HA will refuse to register a pet if:

The pet is not a "common household pet" as defined in this policy;

Keeping the pet would violate any House Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The HA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

D. PET AGREEMENT

Residents who have been approved to have a pet must adhere to the following rules:

1. Agree that the resident is responsible and liable for all damages caused by their pet(s).

2. No animals may be tethered or chained inside the dwelling unit.

3. When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.

4. All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of $50. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.

5. Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.

6. Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.

7. All complaints of cruelty and all mammalian bites will be referred to animal control or the applicable policy agency for investigation and enforcement.

8. Deceased pets shall be properly disposed by Los Angeles County Animal Control Services where applicable and shall not be disposed on Housing Authority property.

9. The right of management to enter dwelling unit upon receipt of notice from the HA.

10. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.

11. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the HA accepts no responsibility for pets so removed.

12. Failure to abide by any animal-related requirement or restriction constitutes a violation of the

"Resident Obligations" in the resident's Lease Agreement.

E. DESIGNATION OF PET/NO-PET AREAS

The following areas are designated no-pet areas: HA playgrounds, management offices, community centers, and recreation center areas.

F. FEES AND DEPOSITS FOR PETS

The resident/pet owner shall be required to pay a refundable deposit of $75.00 per unit for the purpose of defraying all reasonable costs directly attributable to the presence of a pet (or pets). The deposit fee shall not apply to birds and fish.

The HA will refund the Pet Deposit to the resident, less any damage caused by the pet(s) to the dwelling unit, upon removal of the pet or the owner from the unit.

The HA will provide the resident or designee identified above with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the HA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the HA as a result of damages directly attributable to the presence of the pet(s) in the dwelling unit will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the development if applicable.

G. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

Single bedroom dwelling units are limited to no more than two pets of any kind.

H. ADDITIONAL REQUIREMENTS

Pet owners must take precautions to eliminate pet odors.

Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Residents shall not feed stray animals; doing so, or keeping stray or unregistered animals will be considered having a pet without permission.

I. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of $50 per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

J. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet(s).

In the event the resident relocates to non-HA owned property (such as a privately-owned apartment complex or hotel) at the request of the HA to complete emergency repairs to the resident's unit and/or complete modernization and/rehabilitation activities, the resident shall have the responsibility for the board and care of their pet(s) during the duration of the resident's relocation to non-HA-owned property.

K. RESPONSIBLE PARTIES

The resident will provide the following information when registering their pet(s): Name, address and telephone number of the veterinarian who will be providing regular care for the pet(s); name of the adult household member who will be primarily responsible for animal care; name and contact information for a household member who will return home in the event an animal experiences distress or causes a disturbance w hen left alone; contact information for a non household member w ho will respond to emergency situations regarding the pet(s) in question.

L. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements that a resident/pet owner has violated the Pet Rule Policy, the HA will serve a 30-Day Notice to Cure or Quit.

M. NOTICE FOR PET REMOVAL

If the resident/pet owner and the HA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the HA, the HA may serve notice to remove the pet. The Notice shall contain:

A brief statement of the factual basis for the HA's determination of the Pet Rule that has been violated; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

N. TERMINATION OF TENANCY

The HA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

O. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets that are poorly cared for or have been left unattended for over 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if the HA after reasonable efforts cannot contact the responsible party, the HA may contact the appropriate State or local agency and request the removal of the pet.

P. EMERGENCIES

The HA will take all necessary steps to insure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the HA to place the pet in a shelter facility, the cost will be the responsibility of the resident/pet owner.

Chapter 10

PET POLICY—GENERAL OCCUPANCY SITES

[24 CFR 960.701]

INTRODUCTION

The purpose of this policy is to establish the HA's policy and procedures for ownership of common household pets in general occupancy developments and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

Animals That Assist Persons with Disabilities

In accordance with Section 504 of the Rehabilitation Act and the Fair Housing Act, pet rules will not be applied to animals that assist persons with disabilities except as provided below:

There is a reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;

There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;

The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or

The presence of the assistance animal would fundamentally alter the nature of the provider's services.

To be excluded from the pet policy, the resident/pet owner must certify that:

There is a person with disabilities in the household; and

The animal has been trained to assist with the specified disability.

A. HA APPROVAL OF PETS

All pets must be approved in advance by the HA.

Pets must meet the HA's pet standards and the tenant and the PHA must enter into a Pet Agreement.

B. PET STANDARDS

Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Residents are not permitted to have more than one common household pet.

1. Dogs

   Maximum number: 1

   Maximum adult weight: 30 pounds

   Must be housebroken

   Must be spayed or neutered

   Must have all required inoculations

   Must be licensed as specified now or in the future by State law and local ordinance

   Any litter resulting from the pet must be removed from the unit as soon as the puppies are weaned or are eight weeks of age.

2. Cats

   Maximum number: 1

   Must be a household cat

   Must be spayed or neutered

   Must have all required inoculations

   Must be trained to use a litter box or other waste receptacle

   Must be licensed as specified now or in the future by State law or local ordinance

   Any litter resulting from the pet must be removed from the unit as soon as the kittens are weaned or are eight weeks of age.

3. Birds

   Maximum number: 3

   Must be enclosed in a cage at all times

4. Fish

   Maximum aquarium size: 10 gallons

   Must be maintained on an approved stand

5. Rodents (rabbit, guinea pig, or hamster ONLY))

Maximum number: 1

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local ordinance

The following are NOT "common household pets":

Domesticated dogs that exceed thirty pounds (Animals certified to assist the disabled are exempt from the weight limitation.)

Vicious or intimidating dogs. Under California law (Food and Agriculture Code Sec. 31603), a "vicious" dog is defined as, but not limited to:

(a) Any dog seized under Section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of Section 597.5 of the Penal Code.

(b) Any dog which, when provoked, in an aggressive manner, inflicts severe injury on or kills a human being.

(c) Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in Section 31602 or is maintained in violation of Section 31641, 34642, or 31643.

(d) Any dog breeds that have been determined to be "potentially dangerous" or "vicious" under California law or local animal control ordinance.

Wild, feral, or any other animals that are not amenable to routine human handling

Any poisonous animals of any kind

Fish in aquariums exceeding ten gallons in capacity

Non-human primates

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children

Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those who handle them

Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans

Snakes or other kinds of reptiles

Any other animal that, due to its size, nature, or disposition, presents a risk to public health or safety or cannot be properly cared for due to its physical needs.

C. REGISTRATION OF PETS

Pets must be registered with the HA ten (10) days before they are brought onto the premises. Registration includes certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the pet has no communicable disease(s) and is pest-free.

Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual recertification.

Each pet owner must provide two color photographs of their pet(s) and display a "Pet Here" sticker, provided by the HA, which will be displayed on the front door of the unit at all times.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Refusal To Register Pets

If the HA refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD Notice requirements.

The HA will refuse to register a pet if:

The pet is not a "common household pet" as defined in this policy;

Keeping the pet would violate any House Rules;

The pet owner fails to provide complete pet registration information, or fails to update the registration annually;

The HA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of a pet violation.

D. PET AGREEMENT

Residents who have been approved to have a pet must adhere to the following rules:

1. Agree that the resident is responsible and liable for all damages caused by their pet(s).

2. No animals may be tethered or chained inside the dwelling unit.

3. When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.

4. All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of $50. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.

5. Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.

6. Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.

7. All complaints of cruelty and all mammalian bites will be referred to animal control of applicable policy agency for investigation and enforcement.

8. Deceased pets shall be properly disposed by Los Angeles County Animal Control Services where applicable and shall not be disposed on Housing Authority property.

9. The right of management to enter dwelling unit upon receipt of notice from the HA.

10. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress, or is creating a nuisance.

11. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the HA accepts no responsibility for pets so removed.

12. That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.

E. DESIGNATION OF PET/NO-PET AREAS

The following areas are designated no-pet areas: HA playgrounds, management offices, community centers, and recreation center areas.

F. FEES AND DEPOSITS FOR PETS

The resident/pet owner shall be required to pay a refundable deposit of $200.00 per unit for the purpose of defraying all reasonable costs directly attributable to the presence of a pet. The deposit fee shall not apply to birds and fish.

The HA will refund the Pet Deposit to the resident, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The HA will provide the resident or designee identified above with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the HA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the HA as a result of damages directly attributable to the presence of the pet in the dwelling unit will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the development if applicable.

G. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

Single bedroom dwelling units are limited to no more than one pet of any kind.

H. ADDITIONAL REQUIREMENTS

Pet owners must take precautions to eliminate pet odors.

Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Residents shall not feed stray animals; doing so, or keeping stray or unregistered animals will be considered having a pet without permission.

I. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of $50 per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

J. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

In the event the resident relocates to non-HA owned property (such as privately-owned apartment complex or hotel) at the request of the HA to complete emergency repairs to the resident's unit and/or to complete modernization and/or rehabilitation activities, the resident shall have the responsibility for the board and care of their pet during the duration of the resident's relocation to non-HA owned property.

K. RESPONSIBLE PARTIES

The resident will provide the following information when registering their pet: Name, address and telephone number of the veterinarian who will be providing regular care for the pet; name of the adult household member who will be primarily responsible for animal care; name and contact information for a household member who will return home in the event an animal experiences distress or causes a disturbance w hen left alone; contact information for a non household member w ho will respond to emergency situations regarding the pet in question.

L. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements that a resident/pet owner has violated the Pet Rule Policy, the HA will serve a 30-Day Notice to Cure or Quit.

M. NOTICE FOR PET REMOVAL

If the resident/pet owner and the HA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the HA, the HA may serve notice to remove the pet. The Notice shall contain:

A brief statement of the factual basis for the HA's determination of the Pet Rule that has been violated; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

N. TERMINATION OF TENANCY

The HA may initiate procedure for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

O. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if the HA after reasonable efforts cannot contact the responsible party, the HA may contact the appropriate State or local agency and request the removal of the pet.

P. EMERGENCIES

The HA will take all necessary steps to insure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the HA to place the pet in a shelter facility, the cost will be the responsibility of the resident/pet owner.

Chapter 11

STANDARDS FOR CONTINUED OCCUPANCY AND RECERTIFICATIONS

[24 CFR 5.613, 24 CFR 5.61524; 24 CFR Part 960, Subpart C]

INTRODUCTION

This chapter defines the HA's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for continued occupancy.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

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

Qualify as a family as defined in this policy;

Are in full compliance and able to abide with all the obligations and responsibilities described in the Lease Agreement;

For family members ages six years and older, have submitted their Social Security numbers (or have certifications on file that they do not have a Social Security number);

For family members who have submitted required citizenship/eligible immigration status/noncontending documents.

Are not subject to sex offender lifetime registration under a State sex offender registration program. *

* If the HA discovers that a current public housing resident is subject to sex offender lifetime registration under a State sex offender registration program, the HA will proceed with eviction of the resident. Families who fail to remove any household member(s), which includes minors 13 to 17 years of age, that are subject to a sex offender lifetime registration under a State sex offender registration program, will be evicted.

B. ANNUAL RECERTIFICATION

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. Families are required to report and certify this information by completing a Personal Declaration with the HA. Additionally, families must complete an Emergency Notification card annually at recertification.

Families who choose flat rent are to be recertified every three years. For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary

of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year.)

For families who move in during the month, the annual recertifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit an annual recertification will be conducted and the anniversary date will be changed, but under no circumstances shall the annual recertification take place later than twelve months.

Recertification Notice to the Family

All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HA will provide the notice in an accessible format. The HA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

During recertification, the HA staff shall explain family choice of income-based or flat rent, with an estimate of what the income-based rent would be and a statement of what the flat rent is.

The family will indicate whether the family chooses income-based or flat rent by checking the appropriate box on the document, and signing the document. The document will be retained in the resident's file.

Methodology

If the family chooses income-based rent, or if the family has paid the flat rent for three (3) years, the HA will schedule the specific date and time of appointments in the written notification to the family.

Persons with Disabilities

Persons with disabilities, who are unable to come to the HA's office will be granted an accommodation of conducting the interview at the person's home/by mail/hospital, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The family is required to complete the Personal Declaration form and an Emergency Notification card.

Requirements to Attend

All adult family members will be required to attend the recertification interview and sign the Personal Declaration for continued occupancy.

If the head of household is unable to attend the interview the appointment will be rescheduled.

Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to five calendar days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HA, the HA will reschedule a second appointment.

Exceptions to these policies may be made by the Property Supervisor if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required from the Family

In the notification letter to the family, the HA will include instructions for the family to bring the following:

Documentation of income for all family members

Documentation of liquid and non-liquid assets

Documentation to substantiate any deductions or allowances

Personal Declaration Form completed and signed by all adult family members

Completed Emergency Notification card

Verification of Information

All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 120 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

The continued eligibility of the resident as a *family* or as the *remaining member* of a family;

The unit size required by the family;

The amount of rent the family should pay.

Changes in the Tenant Rent

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a new lease will be executed, and a Notice of Rent Adjustment will be issued [24 CFR 966.4(c)].

Tenant Rent Increases

If tenant rent increases, a thirty-day notice will be mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the recertification is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the recertification processing by the HA.

C. REPORTING INTERIM CHANGES

Families must report within ten calendar days all changes in household composition to the HA between annual recertifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the HA of the family member being added to the lease.

D. INTERIM RECERTIFICATION POLICY

Increases in Income to Be Reported

Families that select to pay flat rent are not required to report increases in income or assets.

If families elect to pay income-based rent, the family must report any of the following factors which could result in an increase in rent to management within ten calendar days of their occurrence:

- Receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment such as unemployment or social security benefits.
- Change in family (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies).
- A change of source of income, such as moving from welfare benefits to employment income.
- An increase in income of $200/month or more.

Any other changes reported by residents electing to pay income-based rent, other than those list above, will not be processed between regularly scheduled annual recertifications.

Increases in Income and Rent Adjustments

The HA's policy is not to raise rent between annual recertifications, except in the case of a change in family composition and/ or source of income and/or an increase of $200/month or more.

Decreases in Income and Rent Adjustments

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions, which would reduce the amount of the total tenant payment.

The HA will initiate third-party verification of the decrease in income no later than five (5) days after the resident reports the change to the HA. Upon completion of the third-party verification, the HA will process a rent adjustment to be effective the first day of the month following the month in which the HA completes the verification. If the reduction in income is reported after the HA's cut-off date for the following months rent set-up, Management will charge the resident the former, higher rent, subject to a credit when the circumstances of reduction are verified.

E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The HA will not reduce the public housing rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in welfare benefits due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

A "specified welfare benefit reduction" does not include a reduction of welfare benefits due to:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

Definition of "Covered Family"

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

Definition of "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 included in the family's income for purposes of determining rent.

The amount of imputed welfare income is determined by the HA, based on written information supplied to the HA by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim recertifications during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

Verification Before Denying a Request to Reduce Rent

The HA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

The HA will rely on the welfare agency's written notice to the HA regarding welfare sanctions.

Cooperation Agreements

The HA has an unwritten cooperation agreement in place with the local welfare agency which assists the HA in obtaining the necessary information regarding welfare sanctions.

The HA has taken a proactive approach to culminating an effective working relationship between the HA and the local welfare agency for the purpose of targeting economic self- sufficiency programs throughout the community that are available to public housing residents.

The HA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income and the HA denies the family's request to modify the amount, the HA will provide the resident with a notice of denial, which will include:

An explanation for the HA's determination of the amount of imputed welfare income

A statement that the resident may request a grievance hearing

If the resident requests a grievance hearing, the resident is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

F. OTHER INTERIM REPORTING ISSUES

An interim recertification will be scheduled for families with zero income every 90 days.

Any changes reported by residents other than those listed in this section will not be processed between regularly scheduled annual recertifications.

HA Errors

If the HA makes a calculation error at admission to the program or at an annual recertification, an interim recertification will be conducted to correct the error. If the family had been undercharged as a result of the calculation error, the family will not be charged retroactively. If the family had been overcharged as a result of the calculation error, the family will receive a rent credit retroactively.

G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes for Reexaminations and Interims

The HA requires that families report changes, such as change in family composition, to the HA within ten calendar days of when the change occurs. Any information, document or signature needed from the family needed to verify the change must be provided within three calendar days of the reported change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the HA), it will be considered untimely reporting.

Procedures When the Change Is Reported in a Timely Manner

The HA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice. It is the HA's policy to not process interim increases in Tenant Rent between regular annual recertifications except for a receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment, change in family (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies), a change of source of income and/or an increase in income of $200/month or more. The family must report any of the above factors which could result in an increase in rent to management within ten calendar days of their occurrence.

Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

Procedures When the Change Is Not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim or annual recertification processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date the increase in income became effective. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement. The Repayment Agreement will require that the family pay an initial lump sum (in an amount determined by the HA) with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months for amounts under $2400 or 24 months for any amount in excess of $2400.

Decrease in Tenant Rent will be effective on the first of the month following completion of processing by the HA and not retroactively.

Procedures When the Change Is Not Processed by the HA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change and provides all information, documents and signatures in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HA in a timely manner.

Therefore, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the HA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

H. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the HA. The family must inform the HA and request approval of additional family members other than additions due to birth, adoption, court-awarded custody before the new member occupies the unit.

All changes in family composition must be reported within ten calendar days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household [or spouse] that the member (who may be the head of household) removed is permanently absent.

Increase in Family Size

The HA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition by marriage/or marital-type relation

Addition of a minor who is a member of the nuclear family who had been living elsewhere

Addition of a HA-approved live-in attendant

Addition of any relation of the Head or Spouse

Addition due to birth, adoption or court-awarded custody

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

Definition of Temporarily/Permanently Absent

The HA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

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.

It is the responsibility of the head of household to report changes in family composition. The HA will evaluate absences from the unit in accordance with this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the HA before they move out of a unit in accordance with the lease and to give the HA information about any family absence from the unit.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the HA may:

Conduct a home visit

Write letters to the family at the unit

Post letters on exterior door

Telephone the family at the unit

Interview neighbors

Verify if utilities are in service

Check with Post Office for forwarding address

Contact emergency contact

If the entire family is absent from the unit for more than 90 consecutive days, whether or not rent has been paid, the unit will be considered to be abandoned and the HA will terminate the Lease Agreement.

As a reasonable accommodation for a person with a disability, the HA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

Absence of Any Member

Any member of the household will be considered permanently absent and removed from the lease if s/he is away from the unit for 90 days in a 12-month period except as otherwise provided in this chapter.

Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA's "Absence of Entire Family" policy.

Absence Due to Incarceration

If the sole member is incarcerated for more than 90 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 90 consecutive days. The rent and other charges must

remain current during this period.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 180 days from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the HA's occupancy guidelines.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor for the first 90 calendar days. This will be noted as an exception to the HA's Visitor Policy.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

The HA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than 90 days and it is reasonable to expect that custody will be granted.

When the HA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted pending a final disposition. The HA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 90 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

I. REMAINING MEMBER OF RESIDENT FAMILY—RETENTION OF UNIT

To be considered the remaining member of the resident family, the person must have been previously approved by the HA to be living in the unit and must have signed the lease.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

J. CHANGES IN UNIT SIZE

The HA shall grant exceptions from the occupancy standards if the family requests and the HA determines the exceptions are justified according to this policy.

The HA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

(Reference chapter on Occupancy Standards.)

K. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Non-Citizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

> The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; AND
>
> The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If the mixed families do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See chapter titled "Factors Related to Total Tenant Payment Determination"). The HA may no longer offer temporary deferral of termination (see chapter on Lease Terminations).

Chapter 12

LEASE TERMINATIONS

[24 CFR 966.4]

INTRODUCTION

The HA may terminate tenancy for a family based on the resident's action(s) or failure to act in accordance with HUD regulations [24 CFR 966.4 (l)(2)], and the terms of the Lease Agreement. This chapter describes the HA's policies for notification of lease termination and provisions of the Lease Agreement.

A. TERMINATION BY RESIDENT

The resident may terminate their Lease Agreement by providing the HA with a written thirty-day advance notice as defined in the Lease Agreement. The HA in its sole discretion, may reinstate the tenancy of an elderly and/or disabled resident 120 days after move-out. The resident must have been in good standing with the HA. Good standing means the resident has demonstrated prompt rent paying habits; the resident has demonstrated and maintained adequate housekeeping standards; the resident has a good overall record since living in public housing.

B. TERMINATION BY HA

The lease may be terminated at any time by the HA who shall give written notice for serious or repeated violation of the terms of the lease, such as, but not limited to:

Nonpayment of rent or other charges due under the Lease, or chronic late payment of rent (3 times in 12 months is considered chronic)

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers

Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, except as approved by the HA for a home based occupation

Failure to abide by reasonable rules made by the HA for the benefit and well being of the housing development and the Residents

Failure to abide by applicable building and housing codes materially affecting health or safety

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, development buildings, facilities, equipment, or common areas

Sex offender lifetime registrants

Being subject to sex offender lifetime registration under a State sex offender registration program will be grounds for eviction. For families, failure to remove any household member(s), which includes minors 13 to 17 years of age, that are subject to a sex offender lifetime registration under a State sex offender registration program will result in eviction of the family.

Criminal activity

> Residents must refrain from and ensure that household members and guests refrain from engaging in drug-related and/or violent criminal activity on or off the housing development premises. The illegal manufacture, sale, distribution or use of, or possession with the intent to manufacture, sell, distribute or use, a controlled substance constitutes a drug-related criminal activity. Residents on or off the housing development premises and having a controlled substance in his/her system are in violation of the lease. Committing of any of the above acts is a material breach of the lease and may result in termination of tenancy on three days notice.

Alcohol abuse that the HA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents

Non-compliance with Non-Citizen requirements

Physically or verbally abusive behavior toward residents and/or HA staff

Other good cause

C. NOTIFICATION REQUIREMENTS

The HA's written notice of lease termination will state the reason for the proposed termination, the date of termination, and the rights and protections afforded the resident by the regulations and this policy. (See chapter on Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to resident or adult member of the household or posted on the unit; and in all cases sent by first class mail addressed to the resident at the unit.

Timing of the Notice

If the HA terminates the lease, written notice will be given as follows:

Fourteen (14) calendar days in the case of failure to pay rent;

Three (3) calendar days for drug-related criminal activity, or criminal activity when the health or safety of other residents or HA employees is threatened;

Thirty (30) calendar days in all other cases.

Following the eviction for drug-related criminal activity, the HA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for drug-related criminal activity.

D. CRIMINAL ACTIVITY

The HA shall terminate the lease if any family member is convicted of manufacturing or producing methamphetamine on the premises of the housing development in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The HA may terminate the lease in cases where the HA determines there is reasonable cause to believe that a family member, or a guest of a family member, is illegally using a controlled substance or engages in drug-related criminal or violent criminal activity. The same will apply if it is determined that a family member, or a guest of a family member, abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the HA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The HA will consider the use of a controlled substance or alcohol to be a "pattern" if there is three or more incidents in the previous 12-month period.

"Engages in" drug related criminal or violent criminal activity means any act by a family member, or guest of a family member, which involved drug-related criminal or violent criminal activity which may or may not have resulted in the arrest and/or conviction of the family member, or guest of a family member.

In evaluating whether to terminate the lease, the HA will give fair consideration to the seriousness of the activity, and/or likelihood of favorable conduct in the future (including evidence of rehabilitation).

The HA will also consider whether:

The person demonstrates successful completion of a credible rehabilitation program approved by the HA, and is willing to continue in a supportive program approved by the HA; or

The individual involved in drug-related criminal activity is no longer in the household due to incarceration.

If the HA determines not to terminate the lease, and permit continued occupancy, the HA may require the family accept imposed conditions such as that the involved family member(s) does not reside in or visit the unit. The HA will consider evidence that the person is no longer in the household such as a divorce decree/incarceration/ death/ copy of a new lease for the person including the owner's telephone number and address/ or other substantiating evidence.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six months, up to an aggregate maximum of three years for deferrals granted prior to 11/29/96 or up to 18 months if granted after 11/29/96.

However, due to the timeframe applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

If the HA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

Chapter 13

FRAUD POLICY

INTRODUCTION

Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Fraud and abuse by a tenant or applicant therefore, may constitute an intentional misrepresentation of income, assets, and allowances, or intentional misrepresentation of family composition or initiating and participating in bribes or other illegal activities. Intentional may mean a claim that a tenant or applicant *knows or has reason to know* is false, fictitious, or fraudulent. Knows or has reason to know may mean a person acts in deliberate ignorance of the truth or acts in reckless disregard of the truth or falsity of the claim or statement.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

The HA does not intend to undertake an inquiry or an audit of a tenant family arbitrarily. The HA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The HA staff will make an effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the HA has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and, when indicators of possible abuse come to the HA' s attention, to investigate such claims.

The HA may initiate an investigation of a tenant family in the event of one or more of the following circumstances:

> Referrals, Complaints, or Tips: Referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a tenant family is in noncompliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A notation of the allegation will be retained in the tenant file.

Internal File Review: If the HA staff discovers (as a function of a (re)certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HA's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation: If the HA receives independent verification or documentation, which conflicts with representations in the tenant file (such as public record information, credit bureau reports, or reports from other agencies).

B. STEPS TO HELP PREVENT PROGRAM ABUSE AND FRAUD

Management and program staff utilizes various methods and practices (listed below) to help prevent program abuse, noncompliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know (HUD-1140-OIG): This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all tenants/ applicants to promote understanding of program rules, and to clarify the HA's expectations for cooperation and compliance.

Program Orientation Session: Mandatory orientation sessions will be conducted by HA staff for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Things You Should Know" (HUD-1140-OIG) form to confirm that all rules and pertinent regulations were explained to him/her regarding fraud and abuse.

Resident Counseling: HA staff will routinely provide tenant counseling as a part of the recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Use of Instructive Sign and Warnings: Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Review and Explanation of Forms: Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

C. STEPS TO DETECT PROGRAM ABUSE AND FRAUD

HA staff training to maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each tenant file will be reviewed. Such reviews may include, but are not limited to:

1. Changes in reported Social Security Numbers or dates of birth.
2. Authenticity of file documents.

3. Ratio between reported income and expenditures.

4. Review of signatures for consistency with previously signed file documents.

5. Assurance that verification of all income and deduction is present.

Observation. Management and Program Staff (to include maintenance personnel and policing authorities) training to maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income and assets, including personnel and real property.

Public Record Bulletins. Reviewed by management and staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries. Credit Bureau inquiries may be made in the following circumstances:

1. Application Process.

2. Annual Re-certification.

3. When an allegation is received by the HA wherein unreported income sources are disclosed.

4. When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

Enterprise Income Verification (EIV) Inquiries. Enterprise Income Verification is a system that enables PHAs to verify participant reported income and identified households that may have under reported their households annual income. EIV inquires may be made in the following circumstances:

1. Annual Re-certification.

2. When an allegation is received by the HA wherein unreported income sources are disclosed.

3. When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

HA staff will encourage all tenant families to report suspected abuse to the Property Supervisor. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The HA will not follow up on allegations which are vague or otherwise nonspecific. They will only review allegations, which contain one or more independently verifiable facts.

Preliminary File Review

An internal file review will be conducted to determine:

1. If the subject of the allegation is a tenant of a project based Housing Development and, if so, to determine whether or not the information reported has been previously disclosed by the family.

2. It will then be determined if the HA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review

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 Fraud Analyst will initiate an investigation to determine if the allegation is true or false.

E. HOW THE HA REVIEWS ALLEGATIONS OF ABUSE AND FRAUD

If the HA determines that an allegation or referral warrants follow-up, the Fraud Analyst will conduct the review. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the HA will ensure, where required, that a written authorization from the program participant for the release of information has been obtained.

Credit Bureau Inquiries (CBIs). In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

IRS. Request for IRS Returns or W-2's may be required.

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.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages, which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HA's review.

Field Investigation: Field Investigators may be utilized to gather additional information as determined by the HA.

Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the HA will review public records kept in any jurisdictional courthouse or county recorder's office. 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.

Interviews with Head of Household or Family Members. The HA will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the site office with the Property Supervisor and the Fraud Analyst. The HA intends to conduct such interviews with a high standard of courtesy and professionalism, avoiding inflammatory language, accusations, or unprofessional conduct or language. If necessary, an additional staff person may attend such interviews.

Enterprise Income Verification (EIV) Inquiries. The HA will conduct Enterprise Income Verification inquires to identify households that may have under reported their households annual income.

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HA

Documents and other evidence obtained by the HA during the course of an investigation will be considered "work product" and will be kept in a separate "work file." The work file will be kept locked and under the control of the Fraud Analyst and Assistant Director. Such cases under review will not be discussed among the HA staff unless they are involved in the process, or have information, which may assist in the investigation.

The Fraud Analyst will maintain a Fraud Data Base System (FDBS), which will document the status of the cases and additional information in order to provide a tracking devise for all fraud cases. The FDBS will be maintained by the Fraud Analyst. Assess of the FDBS will be limited to the HA Director, the HA Assistant Director, the PHA Executive Director and Assistant Executive Director and HA legal counsel.

G. CONCLUSION OF THE HA'S INVESTIGATIVE REVIEW

At the conclusion of the fraud review, the Fraud Analyst will report the findings to the HA Director, Assistant Executive Director, Assistant Director or designee, Property Supervisor or Area Manager. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive. In any event, the Fraud Analyst will document the file of his/her fraud investigation by providing a Fraud Findings memorandum including proposed course of action.

H. EVAULATION OF THE FINDINGS

If it is determined that a program violation has occurred, the Fraud Analyst will review the facts to determine:

1. The type of violation (noncompliance, fraud).
2. Whether the violation was intentional or unintentional.
3. What amount of money (if any) is owed by the tenant.
4. If the family is eligible for continued occupancy.

I. PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

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

Procedural Noncompliance - Retroactive Rent

When the tenant owes money for failure to report changes in income or assets, a Notification of Underpaid Rent may be issued. This Notice will contain the following:

1. A description of the violation and the date(s).

2. Any amounts owed to the HA .

3. A 10-day response period.

4. The right to disagree and to request an informal hearing with instructions for the request of such hearing incompliance with the grievance policy established in the ACOP.

    a. Tenant Fails to Comply with the Notice. If the tenant fails to comply with the notice, and a material provision of the lease has been violated, termination of tenancy may be initiated.

    b. Tenant Complies with the Notice. When a tenant complies with the notice, the Property Supervisor responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The Property Supervisor will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the tenant file.

A Tenant Conference may be scheduled by the Property Supervisor to discuss any procedural noncompliance issues and to provide the Tenant with the *Things You Should Know* Program Integrity Bulletin, to promote understanding of the Program Rules and to clarify the expectation for cooperation and compliance. The Property Supervisor may enlist the assistance of the Fraud Analyst.

Intentional Misrepresentations

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, an evaluation will determine whether or not:

1. The tenant had knowledge that his/her actions were wrong, and

2. That the tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certification, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to

establish knowledge of wrongdoing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the tenant of the misrepresentation.
2. That the act was done repeatedly.
3. If a false name or Social Security Number was used.
4. If there were admissions to others of the illegal action or omission.
5. That the tenant omitted material facts, which were known to them (e.g., employment of self or other household member).
6. That the tenant falsified, forged or altered documents.
7. That the tenant uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

The Tenant Conference for Serious Violations and Misrepresentations

When the HA has established that material misrepresentation(s) have occurred, a Tenant Conference may be scheduled with the family representative, the Fraud Analyst, the Property Supervisor and/or the staff person most knowledgeable about the circumstances of the case. In the event that a conference is scheduled, an appointment letter confirming the Tenant Conference date may include a checklist of documents and/or information for the resident to bring to the meeting.

The purpose of such conference is to review the information and evidence obtained with the tenant, and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the HA . The tenant will be given 10 working days commencing from the conclusion of the Tenant Conference to furnish any mitigating evidence.

A secondary purpose of the Tenant Conference is to assist the HA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the following will be considered:

1. The duration of the violation and number of false statements.
2. The tenant's ability to understand the rules.
3. The tenant's willingness to cooperate and to accept responsibility for his/her actions.
4. The amount of money involved.
5. The tenant's past history.
6. The number of false statements.

Notification to Tenant of Proposed Action

The tenant will be notified by mail of the proposed action no later than fifteen (15) business days after the conclusion of the Tenant Conference.

Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Civil Remedies: The HA may:

1. Terminate tenancy and demand payment of restitution in full.

2. Terminate assistance and execute an administrative repayment agreement in accordance with the HA's Repayment Policy.

3. Terminate assistance and/or pursue restitution through civil litigation.

4. Terminate assistance and seek recovery through tax refunds and/or garnishment of wages or other forms of collection.

5. Continue assistance at the correct level upon repayment of restitution in 30 days.

6. Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the HA's repayment policy.

Criminal Referral : If the HA believes that the case meets the criteria established by the HA for prosecution, the HA may refer the case to other enforcement agencies.

Termination by the HA:

In any event, and at the sole discretion of the HA, the HA may terminate a public housing tenancy for a material breach of the lease for discovery of material false statements or fraud, including but not limited to misrepresentation of facts, omitted pertinent information, or failure to inform Management of information it requires for an annual re-certification or interim adjustments, by the tenant or family member in connection with an application for assistance, with re-certification, or reexamination of income.

Chapter 14

GRIEVANCES AND APPEALS

[24 CFR 966.50–966.57]

INTRODUCTION

This chapter describes the policies to be used when applicants or residents disagree with a HA decision. It is the policy of the HA that all applicants and residents have the benefit of all appeal/grievance rights due to them under the law.

PART I: APPEALS

A. APPEALS BY APPLICANTS

Applicants who are determined ineligible because they do not meet the HA's admission standards, will be given prompt written notification stating reason for the determination and the procedure for requesting an informal hearing. Applicants must submit their request for an informal hearing in writing to the HA within ten days from the date of the notification of their ineligibility.

Except for an applicant caused delay(s), if an applicant requests an informal hearing, the HA will schedule the hearing to be held within ten calendar days of receiving the request. The HA will notify the applicant of the time, date, and location.

An impartial hearing officer will conduct informal hearings. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of such person.

The hearing officer will consider documentation or evidence provided by the applicant and data compiled by the HA. The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within ten calendar days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedure for public housing residents is not applicable to applicants, and applicants have no rights under the HA's grievance procedures.

B. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family in a HA unit pursuant to a lease may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the HA hearing is pending but assistance to an applicant may be delayed pending the HA hearing.

INS Determination of Ineligibility

If a family member or applicant claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or resident within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the HA either in lieu of or subsequent to the INS appeal.

If the family or applicant appeals to the INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for a HA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of the INS decision.

After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and residents. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HA will deny the applicant family.

If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

> 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 assistance.
>
> Participants 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 described above) are entitled to a hearing based on the right to a hearing regarding determinations of Resident Rent and Total Resident Payment.
>
> Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

PART II: GRIEVANCE PROCEDURES

A. DEFINITIONS

Grievance

Any dispute that a resident may have with respect to an HA action or failure to act in accordance with the individual resident's lease or HA regulations that adversely affects the individual resident's rights, duties, welfare, or status. Grievance does not include disputes between residents not involving the HA; to class grievances such as rent strikes; as a forum for initiating or renegotiating policy changes between groups of residents and the HA Board of Commissioners; nor to an eviction based upon violent criminal activity or drug-related criminal activity.

Complainant

Any resident whose grievance is presented to the HA or at the site/management office.

Hearing Officer

A person selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

B. APPLICABILITY

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or HA employees, or

Any drug-related criminal activity on or off such premises.

C. INFORMAL HEARING

Any grievance shall be presented in writing through a "Grievance Request Form" submitted to the HA office or to the housing management office who sent the notice on which the grievance is based. Written grievances must be signed by the resident/applicant. Except for resident/applicant caused delay(s), the grievance must be presented within ten (10) calendar days after receipt of the notice on which the grievance is based. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The HA will provide reasonable accommodation for persons with disabilities to participate in the informal hearing. The HA must be notified within three days of the scheduled time if special accommodations are required.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing. A formal hearing is only for current residents.

A designated HA representative shall hold an informal hearing with the resident/applicant within ten (10) calendar days of receipt of the grievance.

When the informal hearing is completed and within (10) calendar days, the HA representative is to complete a summary report. The report will include the date of the informal hearing, names of participants, nature of the disposition of the complaint and supporting reasons, date on which corrective action will be completed, if necessary, as well as procedures and final date by which a hearing may be obtained if the grievance has not been resolved at this level. One copy will be filed in the resident's file.

1.Dissatisfaction with Informal Hearing

If the resident, also known as the complainant, is dissatisfied with the proposed disposition of the grievance, s/he shall submit a "Grievance Request Form" requesting a formal hearing within ten (10) calendar days of the date of the summary of the informal meeting.

The request must specify the reason for the grievance request and the relief sought.

2. Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within ten (10) calendar days of the date of service of the informal hearing decision, s/he waives his/her right to a hearing, and the HA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the HA's disposition in an appropriate judicial proceeding.

D. FORMAL HEARING

After exhausting the informal hearing procedures outlined above, a complainant shall be entitled to a formal hearing before a hearing officer.

The head of household must attend the formal hearing.

If the complainant fails to appear within 30 minutes of the scheduled time, the hearing officer may determine that the complainant has waived their right to a hearing.

The HA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The HA must be notified within three days of the scheduled time if special accommodations are required.

1. Formal Hearing Officer

A grievance hearing shall be conducted by an impartial person appointed by the HA other than the person who made or approved the HA action under review, or a subordinate of such person.

Hearing Officer shall be appointed by the Housing Authority through an approved list of hearing officers or through an organization approved by the Executive Director of the Housing Authority.

Each party may challenge the hearing officer for good cause and must file an objection stating reason prior to start of hearing.

2. Notifying Hearing Officer to Administer Hearing Proceedings

The designated HA representative will send written notification to the hearing officer with a copy of the grievance/complaint form, the informal hearing summary report, and a copy of the request for formal hearing.

The designated HA representative advises the hearing officer of name(s) and address(es) of all participants.

The hearing officer notifies all parties as to date, time and place of hearing.

E. PROCEDURES TO OBTAIN A HEARING

Informal Hearing Prerequisite

All grievances must be presented pursuant to the informal hearing procedure as a prerequisite to a formal hearing.

The hearing officer may waive the prerequisite informal hearing if, and only if, the complainant can show good cause why s/he failed to proceed informally.

Escrow Deposit

Before a hearing is scheduled in any grievance involving an amount of rent the HA claims is due, the complainant shall pay to the HA all rent due and payable as of the month preceding the month in which the act or failure to act took place.

The complainant shall thereafter give the HA their monthly rent and the HA will deposit the monthly rent into an escrow account each month until the complaint is resolved by decision of the hearing officer.

The HA will waive these escrow requirements if the complainant is paying minimum rent and the grievance is based on a request for hardship exemption or imputed welfare income.

Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the HA's disposition of the grievance in any appropriate judicial proceeding.

Scheduling

If the complainant complies with the procedures outlined above, a hearing shall be scheduled promptly by the HA.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate HA official.

The HA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The HA must be notified within three days of the scheduled time if special accommodations are required.

F. HEARING PROCEDURES

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing, at the expense of the complainant ($.10 per copy), all documents, records and regulations of the HA that are relevant to the hearing with at least a 24 hour notice prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the HA at the hearing.

The HA shall also have the opportunity to examine and to copy at the expense of the HA all documents, records and statements that the resident plans to submit during the hearing to refute the HA's inaction or proposed action. Any documents not so made available to the HA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the HA, and to confront and cross-examine all witnesses upon whose testimony or information the HA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant or HA fail to appear at the scheduled hearing, the hearing officer may make a determination that the party has waived his/her right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HA must sustain the burden of justifying the HA action or failure to act against which the complaint is directed.

The hearing shall be conducted by the hearing officer as follows:

> Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
>
> The hearing officer shall require the HA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing officer to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

Either party may request a tape recording of the hearing. The HA shall provide equipment and an operator for the purpose of recording the hearing. The complainant may secure a duplicate at his/her expense.

G. DECISIONS OF THE HEARING OFFICER

The hearing officer shall mail to the HA and the complainant a written decision, including the reasons for the decision, within 10 calendar days for public housing following the hearing. The HA will place one copy in the resident files. The written decision will be sent to the address provided at the hearing.

The decision of the hearing officer shall be binding on the HA which shall take all actions necessary to carry out the decision, unless the Board of Commissioners intervene in the matter. The Board of Commissioners may overturn a hearing officer's decision in either of the following two situations:

> The grievance does not concern the HA action or failure to act in accordance with or involving the complainant's lease or HA regulations that adversely affect the complainant's rights, duties, welfare or status.
>
> The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the HA.

A decision by the hearing officer or Board of Commissioners in favor of the HA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

H. HA EVICTION ACTIONS

If a resident has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a HA notice of termination of tenancy, and the hearing officer upholds the HA action, the HA shall not commence an eviction action until the notice of termination of tenancy expires. The notice of termination tolls pending the grievance hearing procedures. As the notice of termination tolls, rent shall be due and owing during and pending the grievance hearing procedures.

Chapter 15

FAMILY DEBTS TO THE HOUSING AUTHORITY

INTRODUCTION

This chapter describes the HA's policies and guidelines for the recovery of debts and the use of repayment agreements. Before a debt is assessed against a family, the file must contain documentation to support the HA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family, as appropriate.

When families owe money to the HA, every effort will be made to collect the debt. A variety of collection tools to recover debts may be used including, but not limited to:

Requests for lump sum payments

Repayment agreements

Abatements

Deductions

Collection agencies

Credit bureaus

Civil suits

A. REPAYMENT AGREEMENT FOR FAMILIES

A Repayment Agreement is a document entered into between the HA and the resident who owes a debt to the HA. The Repayment Agreement contains an acknowledgment by the person of the debt in a specific amount, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

If a repayment agreement is to be entered into, the HA will require that the family pay an initial 50% lump sum with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months. In the discretion of the HA, a repayment agreement can provide that the remaining balance be paid in equal payments over a period of time not to exceed 24 months if the debt is for an amount in excess of $2,400.

Late Payments

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 at the close of the next business day.

If the family's repayment agreement is in arrears, the HA may do one or more of the following:

Require the family to pay the entire amount that has not been paid timely plus the current month's payment in order to avoid termination of tenancy, or

Require the family to pay the balance in full in order to avoid termination of tenancy, or

Pursue civil collection of the balance due, or

Terminate the tenancy.

Requests to Move

If the family requests a move to another unit and has a repayment agreement in place and the repayment agreement is not in arrears, the family may be required to pay the balance in full prior to moving to the new unit.

If the family requests a move to another unit and is in arrears on a repayment agreement, unless they pay the balance in full, the request will be denied.

Under special circumstances, the HA may make an exception and allow a family to move without paying the entire balance of the debt if the family is current with its payments. The HA may also allow a family who is in arrears to become current in order to process a move if the move is for one of the following reasons:

A natural disaster.

The unit is uninhabitable or has major UPCS deficiencies that are not the result of a family action or inaction.

A life-threatening situation, such as the family is a witness to or a victim of a crime and must move for safety reasons. The family will be required to provide proof in such cases.

Guidelines for Repayment Agreements

The HA may not agree to a repayment agreement if the family already has a Repayment Agreement in place, or if the family has breached previous Repayment Agreements.

The HA, at its sole discretion, will determine on a case-by-case basis whether or not to offer a family a repayment agreement for monies owed to the HA. All Repayment Agreements must be approved by a HA Manager.

Repayment Agreements will be executed between the HA and the head of household or other adult family member.

The HA may approve in writing a decrease in the monthly payments, either temporary or permanent,

in cases of hardship after receiving from the family a written request for a decrease and verification of hardship.

Additional Debt Incurred: If the family has a Repayment Agreement in place and incurs an additional debt to the HA:

> The HA may choose, at its discretion, to agree to more than one Repayment Agreement at a time with the same family.
>
> If a Repayment Agreement is in arrears more than 30 days, any new debts must be paid in full.

B. FAMILY DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

> Constitutes a false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead the Housing Authority.

Immediate Payment of Retroactive Rent Where Debt is the Result of Resident Misrepresentation or Failure to Disclose Material Information

If the Resident submits false information on any application, Personal Declaration, certification documents or request for interim adjustment or does not report interim changes in family income or other factors as required by his/her Lease Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Resident agrees to reimburse the HA for the difference between the rent he/she should have paid and the rent he/she was charged. The HA, in its sole discretion, may terminate the Lease for a material breach and/or may make the rent increase retroactive to the date the income increased. If the HA determines that a Resident is liable for the payment of Retroactive Rent, the resulting retroactive rent amount, shall be paid immediately by the Resident.

A decision by the HA to accept the payment of Retroactive Rent from a Resident, shall not constitute a waiver of its right to either terminate the Lease or otherwise pursue any additional actions allowable under Federal,

State or local law.

Payment of Retroactive Rent Where Debt Is Not the Result of Resident Misrepresentation or Failure to Disclose Material Information

The HA, in its sole discretion, may enter into a Repayment Agreement for a debt to the HA that did not result from the Resident's submission of false information on any application, Personal Declaration, certification documents or request for interim adjustment or from a failure to report interim changes in family income or other factors as required by his/her Lease Agreement.

C. REPAYMENT AGREEMENTS AT CONCLUSION OF TENANCY OR RESOLUTION OF EVICTION PROCEEDINGS

The HA may enter into a repayment agreement in resolution of a debt incurred by a Resident during the course of his or her tenancy where the Resident has indicated his or her intent to voluntarily vacate. The HA may also enter into a repayment agreement in resolution of either a notice to terminate or not renew a tenancy. The terms of such agreements shall be determined at the discretion of the HA.

D. FAMILY DEBTS PAID IN FULL

If the HA determines not to enter into a repayment agreement, or if the repayment agreement is breached and the HA demands payment of the balance in full, the family must pay the full amount due and owing in one lump sum. If the family fails to pay, the HA may pursue collection through a collection agency or a civil action and may notify credit agencies of the debt. Whether or not the amount is paid, the HA does not waive its right to take other action including termination of tenancy or referral for criminal prosecution in appropriate cases.

Chapter 16

COMMUNITY SERVICE REQUIREMENT

[24 CFR Part 960 Subpart F and 24 CFR 903.7]

A. REQUIREMENT

Except for any adult resident who is an exempt individual, each adult resident of public housing shall:

1. Contribute eight (8) hours per month of community service (not including political activities); or

2. Participate in an economic self-sufficiency program for eight (8) hours per month; or

3. Perform eight (8) hours per month of combined activities.

B. EXEMPTIONS

The Housing Authority shall provide an exemption from the community service requirement for any adult resident who meets the following HUD exemption criteria:

1. Is 62 years of age or older;

2. Is a blind or disabled individual, as defined under section 216(I)(1) of 1614 of the Social Security Act (42 U.S.C. 416 (I)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or:

3. Is a primary caretaker of such individual;

4. Is engaged in a work activity as defined in section 407(d) of the Social Security Act;

5. Meets the requirements for being exempt from having to engage in a work activity under the State program funded under part A of Title IV of the Social Security Act, or under any other welfare program of the State in which the public housing authority 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 program.

The Housing Authority will re-verify exemption status at the annual recertification except for adult residents who are 62 years of age or older.

At any time shall an adult resident experience a change in status that would make such individual exempt from the community service requirement, he/she must report the change in status within five (5) working days to the site management office. The HOUSING AUTHORITY will verify the exemption status of the requesting adult resident before authorizing non-exemption from the

community service requirement.

At any time shall an adult resident experience a change in status that would make such individual non-exempt from the community service requirement, he/she must report the change in status within five (5) working days to the site management office. The non-exempt adult resident shall only be responsible for the balance of community service hours to be completed before the annual recertification.

C. SATISFYING THE COMMUNITY SERVICE REQUIREMENT

Activities that satisfy the Community Service Requirement include, but are not limited to, the following:

1. Participation in a Family Learning Center Literacy Program as a reading tutor and/or reading listener.

2. Participation in activities which support the Family Learning Center, such as, but not limited to, after-school tutoring, summer programs, being a chaperone for educational field trips, assisting with events and programs related to youth/adult education and literacy.

3. Participation in the site Resident Council as an elected board member or performing activities related to the Resident Council that total eight (8) hours per month.

4. Participation in activities which support the Family Resource Center, such as, but not limited to, being a chaperone for youth and senior field trips, assisting with community events and family/youth programs, and other activities related to youth development, recreation, and family self-sufficiency.

5. A list of other eligible activities that satisfy the community service requirement shall be posted and kept on file at the site management office.

In addition to the activities stated above, participation in an economic self-sufficiency program satisfies the community service requirement. HUD defines economic self-sufficiency as: any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

Economic self-sufficiency programs include: job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management skills training, apprenticeship, or any other program necessary to ready a participant for employment.

In addition to the activities listed above, the HOUSING AUTHORITY authorizes the following economic self-sufficiency activities:

Participation in the HOUSING AUTHORITY Family Self Sufficiency Program.

Other activities which further the goals of economic self-sufficiency as approved on an individual basis by the HOUSING AUTHORITY.

The HOUSING AUTHORITY will ensure that all community service activities which take place on HOUSING AUTHORITY property are accessible for persons with disabilities.

D. ANNUAL COMPLIANCE CERTIFICATION

For each adult resident subject to the community service requirement, the HOUSING AUTHORITY shall, 30 days before the expiration of the Lease Agreement, review and determine compliance with the community service requirement.

Such determinations shall be made in accordance the principles of due process and on a non-discriminatory basis.

If community service activities are administered by an organization other than the HOUSING AUTHORITY, the HOUSING AUTHORITY will obtain third-party verification.

Adult residents will not be permitted to self-certify their compliance with the community service requirement.

E. NONCOMPLIANCE

If the HOUSING AUTHORITY determines that an adult resident subject to the community service requirement has not complied with the requirement, the HOUSING AUTHORITY shall

1. Notify the adult resident of such noncompliance;

2. Include in the notification that the determination of noncompliance is subject to the administrative grievance procedure under the HOUSING AUTHORITY's Grievance Procedures; and

3. Unless the resident enters into an agreement to comply with the community service requirement, the adult resident's Lease Agreement will not be renewed; and

4. The HOUSING AUTHORITY may not renew or extend the resident's Lease Agreement upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the HOUSING AUTHORITY enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

F. INELIGIBILITY FOR OCCUPANCY FOR NONCOMPLIANCE

The HOUSING AUTHORITY shall not renew or extend any Lease Agreement, or provide any new Lease Agreement, for a dwelling unit for any household that includes an adult resident who was subject to the community service requirement and failed to comply with the requirement.

Chapter 17

HA CURFEW AND LOITERING POLICIES AND PROCEDURES

INTRODUCTION

The following are the policies and procedures governing the implementation, administration, and enforcement of the HA curfew and Loitering Regulations.

A. DUTIES AND RESPONSIBILITIES

At the discretion of the Director of the Housing Management Division, the Property Supervisors shall have the primary responsibility for implementation, administration and enforcement of the Curfew and Loitering Regulations as it pertains to their respective assigned housing developments and scattered sites.

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Curfew and Loitering Regulations. Such enforcement may include properly identifying curfew and loitering violators, and notifying the appropriate Property Supervisor of such curfew and loitering violations.

B. NIGHTTIME CURFEW

No minor under the age of 18 years shall remain in or upon any common area of the HA or within any HA community, including but not limited to a road, curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry, or recreational room, community center, or other common area grounds, place, building or vacant lot between the hours of 10:00 p.m. on any day and 6:00 a.m. of the immediately following day, except for within an apartment unit or private yard area.

"Remain" means to stay behind, to tarry and to stay unnecessarily in or upon HA common area, including the congregating of groups of persons, in whom any minor involved is not on or upon HA common area for the purpose of mere passage or going home.

A parent, guardian or other person having the legal care, custody or control of any minor (under the age of 18 years) shall not knowingly permit or by ineffective control allow the minor to violate this curfew regulation. The term "knowingly" includes knowledge that a parent or guardian should reasonably by expected to have concerning the whereabouts of a minor in that person's legal custody. This requirement is intended to hold a neglectful or careless parent or guardian up to a reasonable community standard of parental responsibility.

It shall be no defense that a parent or guardian was indifferent to the activities or conduct or whereabouts of such minor.

The following shall constitute valid exceptions to the regulation:

1. When the minor is accompanied by his or her parent or parents, legal guardian or other person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or

2. When the minor is on an errand or other legitimate business or activity directed by his or her parent or parents or legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or

3. When the minor is going directly to or returning directly home (without any unnecessary detour or stop), a public meeting, or activity of a religious or other voluntary association, a place of public entertainment such as a movie, play, sporting event, dance, school activity, or the minors place of employment; or

4. When the minor is actively participating in a sporting or community event on HA property, if the HA rules or regulations permit the sporting or community event during said hours; or

5. When the presence of such minor in said place or places is connected with or required with respect to a business, trade, profession, or occupation in which said minor is lawfully engaged; or

6. When minor is exercising First Amendment rights protected by the United States or California Constitution; or

7. When the minor is involved in an emergency or seeking medical assistance; or

8. When the minor is emancipated pursuant to law.

C. DAYTIME CURFEW

No minor (under the age of 18 years) who is subject to compulsory education or to compulsory continuing education shall remain in or upon any common area of the HA or within any HA community including, but not limited to, a road curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry or recreational room, community center, or other common area grounds, place or building, vacant lot or parking lot, between the hours of 8:30 a.m. and 1:30 p.m. on days when school is in session. The following shall constitute valid exceptions to this regulation:

1. When the minor is accompanied by his or her parent or parents, legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or

2. When the minor is upon an emergency errand directed by his or her parent or parents, legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse 18 years of age or older; or

3. When the minor is going directly to or returning directly home from, without any unnecessary detour or stop, his or her place of gainful employment or a medical, dental, optometry, or chiropractic appointment; or

4. When the minor has permission to leave school campus for lunch or school related activity and has in his or her possession a valid, school issued, off-campus permit; or

5. When the minor has in his or her possession a written excuse from the minors parent(s), legal guardian, or other adult person having the legal care or custody of the minor; or

6. When the minor is receiving instruction by a qualified tutor pursuant to Education Code Section 48224; or

7. When the minor is going to or returning directly from, without unnecessary detour or stop, a public meeting, or place of public entertainment, such as a movie, play, sporting event, dance or school activity, provided such meeting, event or activity is a school-approved activity for the minor or is otherwise supervised by school personnel of the minors school; or

8. When the minor is going to or returning directly from, without unnecessary detour or stop, an appearance in court, attendance at a funeral service, observance of a holiday or ceremony of his or her religion, attendance at religious retreats, or attendance at an employment conference; or

9. When the minor is emancipated pursuant to law.

D. LOITERING

No one will loiter in a common area of a housing site. A common area includes, but is not limited to a road, curb area, sidewalk, fire lane, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry, or recreational room, community center, or other common area grounds, place, building or vacant lot. This pertains to adults and minors.

"Loitering" is defined as when a person delays, lingers, idles or remains in an area and does not have a lawful purpose for being there.

E. BREACH OF THE LEASE

One violation of the Curfew Regulation by any household member of a unit shall constitute a minor breach of the Lease Agreement. Three or more violations of the Curfew Regulation within a 12-month period of time by any household member (in any combination) shall constitute a material breach of the Lease Agreement, and shall be sufficient grounds for termination of the Lease Agreement.

One violation of the Loitering Regulation by any household member of a unit or guest of the unit, shall constitute a minor breach of the Lease Agreement. Two or more violations of the Loitering Regulation within a 12-month period of time by any household member or guest (in any combination) shall constitute a material breach of the Lease Agreement, and shall be sufficient grounds for termination of the Lease Agreement.

F. NOTICES AND RECOMMENDATIONS

Notice

The Head of Household shall receive a copy of the citation for violation of the Curfew Regulation and written notification from HA management of each violation of the Curfew Regulation occurring within a 12-month period as follows:

First Violation: Written notice shall be served on Head of Household, by HA management, advising of curfew violation and that Head of Household is responsible for the minor's conduct. The notice shall constitute a WARNING to the Head of Household that subsequent violations may result in termination of the Lease Agreement.

Second Violation: Written notice of a second curfew violation shall be served on the Head of Household and shall provide an opportunity for counseling for the Head of Household and minor(s). The Property Supervisor should schedule the appointment for said counseling with ten (10) days of the second violation notice.

Third Violation: Written notice of third curfew violation shall be served on the Head of Household and the appropriate remedy shall be enforced as set forth below.

The Head of Household shall receive a copy of the citation for violation of the Loitering Regulation and written notification from HA management of each violation of the Loitering Regulation occurring within a 12-month period as follows:

First Violation: Written notice shall be served on Head of Household, by HA management, advising of loitering violation and that Head of Household is responsible for the household member or guests' conduct. The written notice shall also provide an opportunity for counseling for the Head of Household. The Property Supervisor should schedule the appointment for said counseling within ten (10) days of the notice. The notice shall constitute a WARNING to the Head of Household that subsequent violations may result in termination of the Lease Agreement.

Second Violation: Written notice of a second loitering violation shall be served on the Head of Household and the appropriate remedy shall be enforced as set forth below.

G. REMEDIES

Review of Resident File

When a household member or members have been cited three times within a 12-month period for violating the Curfew or Loitering Regulations, the Property Supervisor shall conduct a review of the resident's historical file to determine the overall resident record. Based on such review, one of the following actions shall be taken:

Recommendation for Referral: The Property Supervisor shall offer a referral to counseling, if available, to a family in lieu of an eviction notice. Such option is available only if within the last 12 months preceding the third curfew or loitering violation the resident or household members have not received three (3) or more of any combination of the following:

14-Day Notice

Notice to Comply

Notice to Pay Maintenance Charges

Counseling for Disturbing Neighbors

Counseling for any lease violation(s)

30-Day Notice to Cure or Quit

Thirty-Day Notice to Quit: If head of household and/or minor(s) should fail to complete referred sessions, or have received three (3) or more of the aforementioned notices, the Property Supervisor shall serve a Thirty-Day Notice to Quit based on the curfew or loitering violations and, if appropriate, other violations of the lease.

H. ENFORCEMENT

Security Personnel/Law Enforcement

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Curfew and Loitering Regulations. Such enforcement shall include:

Violation Recognition: Should security/law enforcement officers observe a minor or minors in or about any common area of the HA developments between the hours of 10:00 p.m. and 6:00 a.m., said officers shall have the authority to inquire of the minor(s) as to their identity, whether they are residents of the housing development, and their reason(s) for being out during curfew hours. The purpose of the inquiry is to determine whether the minor(s) are in violation of the Curfew Regulation or whether any of the exceptions to the Curfew Regulation apply.

Should security/law enforcement officers observe anyone loitering in any common area of the HA developments, said officers shall have the authority to inquire of the person(s) as to their identity, whether they are residents of the housing development, and their reason(s) for being in the common area.

Citing Violations: Upon determining that a minor is in violation of the Curfew Regulation, the security/law enforcement officer may so inform the minor(s) of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Supervisor for the development, and the security/law enforcement officer shall maintain a copy.

Upon determining that a person is in violation of the Loitering Regulation, the security/law enforcement officer may so inform the person(s) of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Supervisor for the development, and the security/law enforcement officer shall maintain a copy.

Enforcement by Resident Managers

Resident Managers shall participate in the enforcement of the Curfew Regulation only by observing and reporting the violation. Should Resident Managers observe a minor or minors in violation of the Curfew Regulation the incident should be immediately documented, including the date, time, location, name of minor (if known), and number of times minor has been observed in violation of the Curfew Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the curfew violation(s) sent to the Property Supervisor.

Resident Managers shall participate in the enforcement of the Loitering Regulation only by observing and reporting the violation. Should Resident Managers observe a person or persons in violation of the Loitering Regulation the incident should be immediately documented, including the date, time, location, name of person(s) (if known), and number of times person(s) has been observed in violation of the Loitering Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the loitering violation(s) sent to the Property Supervisor.

Enforcement by Management

Area Managers and Property Supervisors shall have the authority to serve citations for violations of the Curfew and Loitering Regulations.

I GRIEVANCE PROCEDURE

Residents shall have the right to file a grievance in response to actions taken by the HA concerning violations of the Curfew and Loitering Regulations.

The HA Grievance Policy is subject to the Code of Federal Regulations, Title 24, Part 966, revised as of April 1, 1985, and as further amended. Residents shall follow the grievance procedures as set forth in the ACOP.

Chapter 18

BANNING POLICIES AND PROCEDURES

INTRODUCTION

The following are the policies and procedures governing the implementation, administration, and enforcement of the HA banning regulation.

A. DUTIES AND RESPONSIBILITIES

At the discretion of the Director of the Housing Management Division, the Property Supervisor shall have the primary responsibility for the implementation, administration and enforcement of the Banning Regulation as it pertains to their respective assigned housing development and scattered sites. Property Supervisors shall be responsible for notifying residents of persons banned from HA property.

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Banning Regulation. Such enforcement may include properly identifying trespassers, issuing citations, and notifying the respective Property Supervisor of such violation.

Resident Managers shall, upon approval by the Director of the Housing Management Division, and at the discretion of the Property Supervisor, be responsible for identifying Banning violators, documenting violations by both residents and non-residents, and notifying the appropriate Property Supervisor of such violations.

B. BANNING REGULATION

A non-resident, including, but not limited to, a guest or visitor of a resident, may be banned for twelve (12) consecutive months if they commit two or more of the following acts in or upon any area of the HA development within a twelve (12) month period.

Any misdemeanor or infraction that disturbs the peaceful enjoyment of the development, including, without limitation, illegal drug activity or violent criminal activity;

Destruction of either HA property or private property;

After warning, continuing to interfere with the job responsibilities of a HA employee or vendor; and/or

After warning, continuing to disturb other residents' peaceful enjoyment of the complex.

The non-resident may be banned if they commit one misdemeanor or infraction involving possession of a controlled substance or one felony under state or federal law in or upon any area of the HA development including without limitation, illegal drug activity or violent criminal activity.

The HA development includes, but is not limited to, a private road or curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry or recreational room, community center, or other common area grounds, place, building or vacant lot on HA property.

If a non-resident violates paragraph 1 above, he or she can be served with a banning notice excluding the non-resident from the HA development for twelve (12) consecutive months. At the time the non-resident is served, he or she will be requested to sign a form acknowledging receipt of the banning notice. A proof of service form indicating service of the banning notice on the non-resident shall be completed. A form documenting the incidents leading to the service of the banning notice shall also be completed.

Residents known to associate with the banned non-resident shall receive notice of the person banned from HA property in the form of a letter from the HA. The letter will also state that pursuant to the resident's Lease Agreement, the resident, or member of the resident's household, shall not allow the person who has been excluded to be a guest of the resident in the HA development.

A list of banned non-residents will be distributed to HA management and staff, security personnel and law enforcement, as appropriate.

If a banned non-resident comes on the HA development, he or she may be cited for trespass.

If the banned non-resident comes on the HA development with a resident who has received notice of the person's banned status, the resident will receive a lease violation. If the resident has not received notice, the resident will be provided notice and warned about future activities with the banned non-resident.

Pursuant to the Banning Policies and Procedures, a resident receiving a lease violation for violating this regulation will have his or her historical file reviewed to determine the subsequent course of action.

C. BREACH OF THE LEASE

One violation of the Banning Regulation by any household member of a unit shall constitute a minor breach of the Lease Agreement. Three or more violations of the Banning Regulation within a 12-month period of time by any household member (in any combination) shall constitute a material breach of the Lease Agreement, and shall be sufficient grounds for termination of the Lease Agreement.

D. NOTICES AND RECOMMENDATIONS

Once a resident is notified, in writing, of a non-resident being banned from the HA's property, the

resident is deemed to have been put on notice that pursuant to their Lease Agreement they are prohibited from allowing a person who has been banned from HA property to be a guest of the resident at the housing development. If a resident is observed associating with a banned non-resident on the housing development, he or she will be cited for a lease violation.

First Violation: Written notice shall be served on the head of household, by the HA, advising of the lease violation. The notice shall constitute a WARNING to the head of household that subsequent violations may result in termination of the Lease Agreement.

Second Violation: Written notice of a second lease violation shall be served on the head of household and shall provide an opportunity for counseling for the head of household and household members. The Property Supervisor shall schedule an appointment for said counseling with ten (10) days of the second violation notice.

Third Violation: Written notice of a third lease violation shall be served on the head of household and the appropriate remedy shall be enforced as set forth below.

More Than Three Violations: A Thirty-Day Notice to Quit will be served on the head of household if more than three violations are issued within a twelve (12) month period.

E. REMEDIES

Review of the Resident File

When a household member or members have been cited three times within a 12-month period for violating the Banning Regulation, the Property Supervisor shall conduct a review of the resident's file to determine the overall resident record. Based on such review, one of the following actions shall be taken:

1. Recommendation for Referral: The Property Supervisor shall offer a referral to counseling, if available, to a family in lieu of an eviction notice. Such option is available only if within the last 12 months preceding the third violation, the resident or household members have not received three (3) or more of any combination of the following:

   14-Day Notice

   Notice to Comply

   Notice to Pay Maintenance Charges

   Counseling for Disturbing Neighbors

   Counseling for any lease violation(s)

   30-Day Notice to Cure or Quit

2. Thirty-Day Notice to Quit: If the head of household and/or members of household should fail to complete counseling sessions, or have received three (3) or more of the aforementioned

notices, the Property Supervisor shall serve a Thirty-Day Notice to Quit based on the violations and if appropriate, other violations of the lease.

F. ENFORCEMENT

Security Personnel/Law Enforcement

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Banning Regulation. Such enforcement shall include:

1. Violation Recognition: Should security/law enforcement officers observe a non-resident banned from the housing development in or about the HA complex, said officers shall have the authority to inquire of the individual(s) as to their identity, whether they are guest(s) of a resident, and their reason(s) for being on the property. The purpose of this inquiry is to determine whether a resident is subject to a lease violation, or a non-resident is subject to a trespass citation.

2. Citing Violations: Upon determining that an individual or individuals is in violation of the Banning Regulation, the security/law enforcement officer may so inform the resident and/or non-resident of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Supervisor for the development, and the security/law enforcement officer shall maintain a copy.

G. ENFORCEMENT BY RESIDENT MANAGERS

Resident Managers shall participate in the enforcement of the Banning Regulation by observing and reporting. Should Resident Managers observe a resident in violation of the Banning Regulation, the incident should be immediately documented, including the date, time, location, person's name (if known), and number of times the person has been observed in violation of the Banning Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the Banning Violation(s) send to the Property Supervisor.

H. ENFORCEMENT BY MANAGEMENT

Area Managers and Property Supervisors shall have the authority to serve citations for violations of the Banning Regulation.

I. GRIEVANCE PROCEDURE

HA residents shall have the right to file a grievance in response to actions taken by the HA concerning issuance of a Banning Notice or violations of the Banning Regulation.

The HA Grievance Procedure is subject to the Code of Federal Regulations, Title 24, Part 966,

revised as of April 1, 1985, and as further amended. Residents shall follow the grievance procedures as set forth in the ACOP.

GLOSSARY

A. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24 CFR 5.609)

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

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 shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

When the family has net family assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

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.

NOTE: Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.

Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.

All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).

Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)

Annual income does not include the following:

Income from the employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal 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, provided the person meets the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.

Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).

Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.

Amount received as a Resident services stipend. A modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as the resident member of the PHA governing Board. No resident may receive more than one such stipend during the same period of time.

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 family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family

member participates in the employment training program.

Temporary, non-recurring, or sporadic income (including gifts).

Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

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.

The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

> Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.
>
> Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that <u>is not</u> funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
>
> Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

Deferred periodic payments from supplemental security income and social security 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 developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.(A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]

Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b)

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).

The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian

Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.

The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j).

Living allowances under Americorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

ADJUSTED INCOME

Annual income, less allowable HUD deductions.

Note: Under the Continuing Resolution, PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

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

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

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually disabled, and equipment added to cars and vans to permit use by the disabled family member.

For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

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

For elderly families without disabled person expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both disabled and medical expenses: The amount of disabled assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of $400 per household.

B. HOUSING TERMS

ACCESSIBLE DWELLING UNITS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with a physical disability.

A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

ACCESSIBLE FACILITY. All or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities.

ACCESSIBLE ROUTE. For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For

persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

ADAPTABILITY. Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types and degrees of disability.

ADMISSION. Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

ALLOCATION PLAN. The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

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 and activities.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

COVERED FAMILIES. The statutory term "covered families" designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. "Covered families" means 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 for the assistance.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person, or is a full-time student 18 years of age or older.

DESIGNATED FAMILY. The category of family for whom the PHA elects to designate a development (e.g. elderly family in a development designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

DISABILITY ASSISTANCE EXPENSE. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or 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.

DISABILITY. This term is used where "handicap" was formerly used.

DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities. A disabled family 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

DISABLED PERSON. See Person with Disabilities.

DISALLOWANCE. Exclusion from annual income.

DISPLACED FAMILY. A 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.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

Drug-trafficking; or

> Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term "economic self-sufficiency program'' is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

ELDERLY FAMILY. A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the Admission and Continued Occupancy Plan.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

FAMILY.

•Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in PHA housing; OR

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

The term family also includes the following terms defined in this section:

•Elderly family

•Disabled family

•Displaced person

•Single person

•Remaining member of a tenant family,

•A foster care arrangement, or a kinship care arrangement

Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family.

•Live-In Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no right of tenancy or continued occupancy.

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

adults placed in the home by a public adult placement agency. For purposes of continued occupancy; the term family also includes the remaining member of a resident family with the capacity to execute a lease.

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or serviceperson" when:

> The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
>
> The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FLAT RENT. Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the PHA could lease the public housing unit after preparation for occupancy.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis.

GUEST. For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a guest is 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 the lease apply to a guest as so defined.

HEAD OF HOUSEHOLD. The person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "PHA" mean the same thing.). The Housing Authority is referred to as "HA" or "Housing Authority" throughout this document.

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PLAN. A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

HUD. The Department of Housing and Urban Development or its designee.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate times the total cash value of assets, when assets exceed $5,000.

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. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME-BASED RENT. The tenant rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its tenants. However, the income-based tenant rent plus the PHA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.

INCOME FOR ELIGIBILITY. Annual Income.

INCOME TARGETING. The HUD admissions requirement that PHAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR developments. Includes monthly interest reduction payments made to mortgagees of Section 236 developments and front-end loan discounts paid on BMIR developments.

INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

LANDLORD. Refers to the HA, as either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

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

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well-being of the person.

Is not obligated for the support of the person.

Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their date and time of application.

LOW-INCOME FAMILY. This definition replaces a previous statutory reference. Generally, "low-income" designates a family whose income does not exceed 80 percent of area median income, with certain adjustments.

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family development in which a portion of the total units receive development-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the development is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

MINIMUM RENT. An amount established by the PHA between zero and $50.00.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances.

MONTHLY INCOME. 1/12 of the Annual Income before allowances.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

NET FAMILY ASSETS. The net cash value, after deducting reasonable costs that would be incurred in disposing of:

•Real property (land, houses, mobile homes)

•Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)

•Cash value of whole life insurance policies

•Stocks and bonds (mutual funds, corporate bonds, savings bonds)

•Other forms of capital investments (business equipment)

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

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

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

OCCUPANCY STANDARDS [Now referred to as Subsidy Standards]. Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

PARTICIPANT. A family that has been admitted to the PHA program, and is currently assisted in the program.

PERSON WITH DISABILITIES

1. A person who has a disability, as defined in 42 U. S. C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
2. A person who has a developmental disability as defined in 42 U.S.C. 6001.
3. An "individual with disabilities", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities

4. Does not exclude persons who have AIDS or conditions arising from AIDS

5. Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes)

PREMISES. The building or complex in which the dwelling unit is located including common areas and grounds.

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.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "PHA" mean the same thing.)

QUALIFIED FAMILY. A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 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, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least $500.

QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998. The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RESIDENT is used to refer to participants in terms of their relation as a lessee to the HA as the landlord.

RESIDENCY PREFERENCE. A local preference for admission of persons who reside in a specified geographic area.

RESPONSIBLE ENTITY. For the public housing, Section 8 tenant-based assistance, development-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

SERVICEPERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self- sufficiency program.

SPOUSE. The marriage partner of the head of the household.

SUBSIDIZED DEVELOPMENT. A multi-family housing development (with the exception of a development owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the development is owned by a Public Housing Agency;

A Public Housing Development.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

TENANT. (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as rent to the PHA.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to

pay toward rent and utilities.

UNIT/HOUSING UNIT. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

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

UTILITY ALLOWANCE. The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this meant a lower-income family which included eight or more minors. (Term no longer used)

VERY LOW INCOME FAMILY. A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

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

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

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. "Welfare assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.

C. TERMS USED IN THE NON-CITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

PHA. A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

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.

NONCITIZEN. A person who is neither a citizen nor nation of the United States.

NONCITIZENS RULE. Refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

PHA. A housing authority that operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

SECTION 214. 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.

SPOUSE. 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-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

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[1] 24 CFR 100.5

[2] If a unit become uninhabitable due to conditions caused by the resident, any member of the resident household, or the resident's guests, will be addressed through the lease violation process and the resident shall not have the rights set forth above, or if the cause for the conditions is determined after the transfer, the HA may still terminate tenancy.

[3] Such transfers may be initiated after the HA receives input from local law enforcement. In considering whether to initiate such transfers, the HA will take account the circumstances creating the risk of violence and make a determination in the best interest of the resident and the HA.

[4] 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.

THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
PUBLIC HOUSING LEASE AGREEMENT

Name(s) of Resident(s) _____

_____

Housing Development _____

Address of Residence _____

Unit No. _____ Bedroom Size _____

Lease Date _____ Review Date _____

1. LEASE OF RESIDENCE

A. Management agrees to lease the Residence ("Residence") located at Housing Development described above to

_____

_____

_____

The term of this Lease shall be from_____ 20____ to _____ 20____. At least thirty (30) days before the end of the twelve month (12) Lease term, Management shall give written notice to the Resident either 1) offering a twelve (12) month lease renewal on the same or revised terms, or 2) a 60 –Day Notice of non-renewal of the Lease by Management, including a statement of good cause, as provided in Section 11 E herein. Management may terminate this Lease at any time with appropriate notice if Resident breaches a material term of the Lease.

B. Occupancy of the Residence is limited to the following members of Resident's household having the relationship shown opposite his or her name.

_____ _____ _____

_____ _____ _____

_____ _____ _____

_____ _____ _____

(See attachment for additional family members if initialed by Resident) _____ Resident's initials

Any additional occupants to the Residence must be approved by Management and set forth by written rider to this Lease signed and dated by both parties. All others are considered unauthorized occupants and may subject this Lease to termination. Management approval of additional occupants shall be based upon such factors as appropriate size dwelling unit and suitability including without limitation, criminal background information.

C. Resident has the right to exclusive use and occupancy of the Residence. Resident may allow a guest or visitor as described in Section 6 (J) (K) (L) (M), herein and shall not accept any payment for such occupancy.

D. Resident understands and agrees that Management enters into this Lease Agreement in reliance upon the truth of information provided in Resident's initial application for housing and subsequent information provided for continued occupancy. The discovery that any such information is false or that information was misrepresented may result in termination of this Lease and/or retroactive rent charges or other action deemed appropriate under Federal, State and/or local law.

E. Resident acknowledges that the Residence and the Housing Development is not a security complex. Management makes no representations or warranty that the leased premises or the Housing Development is secure from theft or any other criminal act perpetrated by any other resident or person. Security officers and/or other security facilities which may be provided by Management are for Management's convenience only, and Management makes no warranties or representations as to the effectiveness of any such security officers or facilities as a deterrent against any criminal activity, damage or injury to Resident, household members or guests, or the personal property of Resident, household members or guests.

2. PAYMENTS OF RENT DUE UNDER THIS LEASE

A. Resident shall pay Management monthly rent of $_____ . Rent shall be paid on or before the first day of each calendar month beginning _____, 20____. The pro-rated rent payment for the period from, _____ 20 ___ to_____, 20____ is $_____ and is due and payable at the time this Lease is executed. If the monthly rent is not paid in full by the fifth (5th) business day of each calendar month, Resident shall pay to the Management a late rent charge of twenty-five dollars ($25.00) due two weeks after receiving the notice. Management shall collect a fee in the amount charged the Housing Authority by the bank anytime a check is not honored for payment. For security reasons, Management shall not accept cash payment of rent.

B. Residents who fail to pay monthly rent by the fifth (5th) business day of each calendar month are delinquent. Being delinquent in rent payment more than three (3) times during the twelve (12) month term of this Lease shall be a material breach of this Lease, unless any such delinquency is outside the control of the Resident and is documented by Resident to the satisfaction of Management.

C. At the time that Resident signs this Lease, he/she will give Management a Security Deposit of $_____ After this Lease is terminated, Management has the right to apply such amounts from the Security Deposit as are reasonably necessary to remedy damages suffered or cost incurred by Management due to any of the following: Resident's non-payment of rent or any other charges, damage to the Residence or the development caused by Resident, Resident's household members or guests or visitors, and which exceeds normal wear and tear, and Management's expenses in cleaning the Residence after Resident vacates the Residence. Within twenty-one (21) days after the Resident vacates the Residence, the refundable amount (if any) of the Security Deposit will be returned and, unless the full Security Deposit is returned, a written itemization of costs, charges or expenses or damages incurred and the disposition of the Security Deposit will be mailed to Residents' forwarding address. If Resident fails to provide a forwarding address, Management shall hold any refund in trust for Resident, without interest. If such costs, charges or expenses or damages exceed the amount of the Security Deposit, Resident will immediately pay the difference and shall remain obligated for such excess charges, expenses or damages after any termination of the Lease. If Resident vacates the Residence and owes a balance for any of the above reasons, he/she will not be eligible for re-admission to this or any other housing program administered by The Housing Authority of the County of Los Angeles until all outstanding charges have been paid in full.

3. UTILITIES

A. The following utility service(s), when applicable, will be furnished by Management without additional cost to Resident:

_____

_____

_____

B. Resident will pay for utilities not provided by Management, when applicable, and receive a utility allowance according to the Utility Allowance Schedule which is provided to all Residents and which is posted in the Management's Office and incorporated into this Lease by reference. Resident will arrange with local utility companies for turn-on of those utilities not provided by Management under (A) above. Failure by Resident to have utilities turned on or to pay utility bills is a material breach of this Lease.

4. OTHER CHARGES

A. Resident shall pay other reasonable charges ("Other Charges") beyond normal wear and tear for repair or damage to the Residence or for unauthorized alteration to the Residence or public areas caused by Resident, other household members or guests. Other Charges shall be billed to Resident and will specify damaged items, corrective action taken and cost of labor and/or materials to correct damages. The cost of repairs will be based upon the Schedule of Other Charges provided to each Resident and which is posted in the Management Office and incorporated into this Lease by reference.

B. Management will accept payments of Other Charges separately from payments of rent owed by Resident. The failure of Resident to pay Other Charges when due will constitute a material breach of the Lease. Other Charges will be due and payable the first day of the second calendar month following the calendar month in which the Other Charges are incurred.

5. REDETERMINATION OF RENT AND OCCUPANCY

A. (1) Once a year, or more frequently as requested by Management, Resident, who elects to pay income-based rent, must provide Management with a true and complete written verification of all family income including anticipated income from all sources, family composition, and any other information deemed pertinent by Management, which will be reviewed by Management to determine whether the rent being paid should be changed and/or if Resident is still eligible for continued occupancy in the Residence. If family composition changes requiring a change in unit size, Resident agrees to transfer to an appropriate size dwelling unit based on family composition upon one transfer offer by Management. If Resident refuses or fails to transfer to an appropriate size dwelling unit based on family composition (except for good cause refusal as set forth in Admissions and Continued Occupancy Policy), such refusal shall be a material breach and Management may terminate the Lease. Each review and redetermination of rent and occupancy in the Residence ("Regular Review") will be made in accordance with approved Admissions and Continued Occupancy Policy available in Management's Office and incorporated herein by reference.

(2) Management may begin processing the Regular Review prior to making a determination of whether or not to renew Resident's Lease. Management's action to begin the Regular Review shall not be deemed a waiver by Management of its right to refuse renewal of a Resident's Lease in accordance with Section 1A herein.

(3) Any rent adjustment required as a result of the Regular Review will be effective thirty (30) days after service on Resident of a Notice of Rent Adjustment as provided in subparagraph D below. The Resident may ask for an explanation stating the specific grounds of Management's determination. If Resident does not agree with the determination, the tenant shall have the right to request a hearing under Management's grievance procedure. The Regular Review will occur on or about the same date or dates each calendar year during Resident's occupancy. If Resident or Resident's household does not provide Management the written verification as to all items requested as described above, or execute authorization to release such items, within ten (10) days of Management's request, or if Resident or Resident's household misrepresents any material fact or omits or fails to state any material fact therein, then Resident will have materially breached this Lease.

B. Interim Rent Redetermination

(1) The monthly rent described in Section 2 of this Lease as adjusted pursuant to the latest Regular Review described in subparagraph (A) above, will remain constant for the period between Regular Reviews, unless during such a period any of the following "Changes in Circumstance" occur:

(a) There is a loss of head of household (Resident) due to death, abandonment, separation, divorce or other continuing circumstances. In such event the Lease shall terminate and a new Lease shall be executed by a responsible, residual adult family member deemed legally eligible by the accepted Admissions and Continued Occupancy Policy (a copy of which is on file in Management's office and which is incorporated herein by reference), and Management.

(b) There is a loss of any person(s) other than head of household, whose name is listed in Section 1 (A), as a "Resident".

(c) There is an addition of a member of the household who is 18 years of age or older, by marriage, remarriage, cohabitation or otherwise, and the additional member is added to the Lease in accordance with Management's policy.

(d) Resident can show a change in his/her family circumstances (such as decrease in income) or other similar circumstances which will create a hardship to the Resident in relation to the prompt payment of the rent. In the event the monthly rent payment is decreased because of a verifiable hardship to Resident, Resident must promptly report to management any increases in family income which occur, and the monthly rent will be appropriately adjusted.

(e) There is an additional source of income for any eligible family member, and/or income increases by $200.00 a month or more, or the addition of a family member to the household.

A TRUE AND COMPLETE STATEMENT OF ALL CHANGES DESCRIBED IN SUBPARAGRAPHS (a), (b) (c) (d) AND (e) ABOVE MUST BE REPORTED TO MANAGEMENT WITHIN TEN (10) CALENDAR DAYS OF THEIR OCCURRENCE AND. ANY FAILURE BY RESIDENT TO DO SO OR ANY MISREPRESENTATION OF ANY SUCH CHANGES WILL BE A MATERIAL BREACH OF THE LEASE.

(2) If, upon verification of a Change in Circumstances, Management determines that Resident's monthly rent does not conform to regulatory requirements, an adjustment in the monthly rent will be made. Interim adjustments in the monthly rent will be effective as follows:

(a) Any decrease in rent will be effective on the first day of the calendar month following the month in which a Change in Circumstances was reported. If the reduction in income is reported after the Housing Authority's cut-off date for the following months rent set-up, Management will charge the resident the former, higher rent, subject to a credit when the circumstances of reduction are verified.

(b) Any increase in rent will be effective on the first day of the second calendar month following the month in which the Change in Circumstance occurred.

(c) No interim increase or decrease in rent will be made until all the information for making the determination has been verified by Management.

C. Retroactive Rent

If the Resident misrepresents facts, omits any pertinent information, or fails to inform Management of information it requires for an annual reexamination or interim rent adjustment and these failures result in a lower rent than should have been charged, Management, in its sole discretion, may terminate the Lease for a material breach and/or may make the rent increase retroactive to the date it would have been effective. Any resulting retroactive rent must be paid by the Resident according to the terms of the Repayment Agreement. In addition to collecting the retroactive rent and/or terminating the Lease Agreement, Management may pursue any additional actions allowable under Federal, State or local law.

D. Notice

Management will mail or deliver a "Notice of Rent Adjustment" to Resident at the Residence in accordance with Section 10 of this Lease in the event that the monthly rent payment is increased or decreased pursuant to Section 5.

E. Confidentiality of Record

All records and information given by Resident to Management shall remain confidential and shall not be disclosed except insofar as the Management is authorized by Federal and State Law to make disclosures to other government agencies or as requested by Resident or the Resident's authorized representative.

6. RESIDENT'S OBLIGATIONS

Violation of this section may result in termination of this Lease Agreement. Resident agrees:

A. To refrain from, and to assure that household members and guests refrain from creating or maintaining a threat to the health and safety of other Residents, Management's employees, or the public, or engaging in illegal or offensive behavior, including but not limited to: (a) committing a crime that subjects you or any household member to a lifetime sex offender registration requirement imposed by any State sex offender registration program; (b) shooting guns; (c) threatening others with guns, knives or weapons; (d) verbal threats of criminal activity; or (e) lighting, exploding, storing or possessing firecrackers, explosives or flammable or combustible materials or fluids. Resident understands and acknowledges that committing any of the acts described in this subparagraph (A) is a material breach of this Lease and that Management may proceed with termination of the Lease for any such violation on three (3) day's notice.

_____Resident's Initials

B. To refrain from and to assure household members and guests refrain from engaging in drug-related criminal activity on or off the Housing Development premises. Resident expressly acknowledges and agrees that the illegal manufacture, sale, distribution or use of, or possession with the intent to manufacture, sell, distribute or use, a controlled substance is a drug-related criminal activity. Resident further expressly acknowledges and agrees being on or off the Housing Development premises and having a controlled substance in his/her system is in violation of this subparagraph (B). Resident understands and acknowledges that committing any of the above acts described in this subparagraph (B) is a material breach of this Lease, and that Management may proceed with termination of the Lease for any such violation on three (3) day's notice.

_____Resident's Initials

C. To refrain from and to assure household members and guests refrain from engaging in violent criminal activity on or off the Housing Development premises. Resident expressly acknowledges and agrees that the commission of such violent criminal activity creates a threat to the health and safety of other Residents, Management's employees, and the public. A violation of this subparagraph (C) is a material breach of this Lease, and Management may proceed with termination of the Lease for any such violation on three (3) day's notice.

_____ Resident's Initials

D. To refrain from and to assure household members and guests refrain from abusing alcohol in a way that interferes with the right to peaceful enjoyment of the Housing Development by other Residents.

_____Resident's Initials

E. To refrain from and to assure household members and guests refrain from illegal or other activity which impairs the physical or social environment of the Housing Development. Illegal activity includes without limitation possession or storage of an illegal weapon.

F. To conduct himself/herself and to assure household members and guests conduct themselves in a manner that will not disturb his/her neighbors peaceful enjoyment of their residences and the public areas, and will be conducive to maintaining the Housing Development in a decent, safe and sanitary condition.

G. To immediately notify Management in writing if a member of the household is no longer residing in the Residence. Resident shall continue to be responsible for the actions of said household member until Management has been notified in writing of the change and the household member is removed from the Lease.

H. To refrain from and to assure household members or guests refrain from interfering with the job responsibilities of authorized vendors, service personnel or representatives of Management.

I. To physically occupy the dwelling unit as the Resident's primary place of Residence.

J. Not to assign this Lease or to sublet or transfer possession of all or any room of the Residence.

K. Not to give accommodations to paid boarders or lodgers.

L. To use the Residence solely as a private dwelling for Resident and Resident's household members and not to use, or permit its use, for any other purpose, except for a home occupation if authorized in writing by Management. Authorization for a home occupation shall be in the sole discretion of Management pursuant to the standards set forth in the Admissions and Continued Occupancy Policy. Resident may provide reasonable accommodations for Resident's guests, foster children or live-in caretaker for a member of Resident's household, except that Resident must obtain written permission of Management prior to giving accommodations to foster children or live-in caretaker. Resident is responsible for foster children and/or live-in caretakers who shall refrain from drug-related criminal activity and/or violent criminal activity or other activity which impairs the physical or social environment of the Housing Development or which disturbs other Residents' peaceful enjoyment of their Residence or the Housing Development.

M. To promptly obtain Management's written approval for the presence of any person not identified in Section 1 B as a member of Resident's household who occupies the residence for over ten (10) consecutive days or a total of fourteen (14) days within a twelve (12) month period.

N. To abide by and to assure household members or guests abide by all necessary and reasonable rules and regulations established for the benefit and well being of the Housing Development in which the Residence is located, which rules and regulations will be posted in Management's office and are incorporated into this Lease by this reference. Such rules and regulations may be modified from time to time as provided in Section 13.

O. To comply with all obligations imposed upon Residents by applicable provisions of Federal and State law and local building and housing codes, which materially affect health and safety.

P. Not to keep any pets inside or outside the Residence unless permitted by the Housing Authority policy or by State or Federal law, and only after Management and Resident sign a Pet Agreement as an Addendum to this Lease.

Q. To keep the Residence and such other areas including rear yards and/or patios as may be assigned to the Resident for his/her exclusive use, in a clean, sanitary and safe condition, and to promptly notify Management whenever repairs to his/her Residence are required.

R. To allow Management upon advance notification pursuant to Section 9 B (2) to enter the Residence in order to complete fumigation for the control of vermin and/or roaches, or to perform other services such as painting or rehabilitation work. Resident further agrees to have the Residence prepared on said date and time for such services and/or work.

S. To dispose of all garbage, rubbish and other waste from the Residence in a sanitary and safe manner in the receptacles and trash bins provided by Management or owned by Resident.

T. To use only in a reasonable and safe manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.

U. To refrain from and to assure household members and guests refrain from defacing, painting, damaging, destroying or removing any part of the Residence or Housing Development.

V. To make no major repairs, alterations or additions, including but not limited to changing locks and installing security bars, doors or safety devices without the prior written consent of Management, which consent Management may withhold at its sole discretion and to make no repairs at the cost of Management as permitted by California Civil Code Section 1942 without first giving Management notice and a reasonable time to commence repairs as provided by California Civil Code Section 1942. Any repairs made by Resident will be in accordance with California Civil Code Section 1942.

W. To pay reasonable charges (other than for ordinary wear and tear) for the repair of damages to the Residence, Housing Development, buildings, facilities or common areas which are caused by Resident, his/her household members and guests according to the Schedule of Other Charges referred to in Section 4A (if applicable).

X. To maintain Resident-paid utilities (gas and/or electricity), if applicable, by paying promptly for such services to avoid shut-off and to refrain from tampering with utility meter devices.

Y. Not to display on or about the Residence or Housing Development any advertisements for goods or services without the prior written approval of Management, which approval may be withheld at Management's sole discretion.

Z. To refrain from parking vehicles which habitually leak oil or other hazardous substances in Housing Authority parking areas as this creates a safety hazard; to refrain from conducting major vehicle repairs in Housing Authority parking areas or other Housing Authority premises; and to refrain from leaving inoperable vehicles in the parking areas for greater than 72 hours.

AA. To park only in areas designated for Resident's parking and to ensure that guests do not park in parking areas of other Residents of the Housing Development and to abide by parking regulations adopted by Management, which regulations shall be posted in the parking areas when feasible and in Management's office and are incorporated herein by reference. Management reserves the right to control the method, manner and time of parking spaces in and around the Housing Development; and to tow away at owner's expense, any vehicle parked in violation of the regulations.

BB. To be able to abide by the terms of the Lease or be assisted in doing so with available resources, so as not to be a safety or health hazard to themselves, other Residents or Management.

CC. To abide by the Management adopted Curfew Policy that is posted in the Management office and is incorporated herein by reference.

_____Resident's Initials

DD. That upon receiving written notice of a banned individual from Management, Resident and/or household members shall not

associate on Housing Development premises with an individual banned from the Housing Development.

_____Resident's Initials

EE. To refrain from and assure household members or guests refrain from obstructing any passageway, sidewalk, stair or hallway in the Housing Development

FF. To comply with the Community Service Requirement as set forth in the Admissions and Continued Occupancy Policy. Failure to comply is a material breach of the Lease and Management may proceed with non-renewal or termination of the Lease.

_____Resident's Initials

7. MANAGEMENT'S OBLIGATIONS

Management agrees:

A. To maintain the Residence and the Housing Development in a decent, safe and sanitary condition.

B. To comply with requirements of applicable building and housing codes and U.S. Department of Housing and Urban Development regulations materially affecting health and safety.

C. To make necessary repairs to the Residence.

D. To keep Housing Development buildings, facilities and common areas not reserved for the exclusive use of the Resident in a clean and safe condition.

E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances, including elevators, supplied or required to be supplied by Management.

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Resident and his/her household) for the deposit of garbage, rubbish and other waste which must be removed from the Residence by Resident as provided in Section 6.

G. To supply running water, reasonable amounts of hot water and reasonable amounts of heat as required by seasonal weather conditions, except where the building that includes the Residence is not required by law to be equipped for such purpose, or where heat or hot water is generated by an installation which is in the exclusive control of Resident and is supplied by a direct utility connection.

H. To publicly post in a conspicuous manner in the Management Office all rules and regulations and schedules incorporated by reference in this Lease, and to furnish copies thereof to Resident upon request, upon payment to Management of a reasonable charge for such copies.

I. To notify the Resident of any proposed adverse action by Management. Such adverse action, includes, but is not limited to, a proposed lease termination, transfer of the resident and household members to another unit or imposition of charges for maintenance and repair. When Management is required to afford the Resident the opportunity for a hearing under the grievance procedure concerning a proposed adverse action, the notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination, a notice of lease termination in accordance with paragraph 11.D, shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed lease termination, Management shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, or if a hearing was timely requested by the Resident, the grievance process has been completed.

J. To offer Resident a choice to select an income-based rent or a flat rent.

8. HAZARDOUS DEFECTS

Resident agrees to take every precaution to prevent fires, to not store gasoline, solvent, paper, cardboard or other flammable or combustible materials or substances in the Residence, and to supervise his/her children to ensure they do not play with matches or lighters, and agrees to promptly notify Management of the existence of any of the foregoing conditions in the Residence and, upon Resident's knowledge thereof, in the surrounding Residences and common areas of the Housing Development. In the event the Residence is damaged such that conditions are created which are hazardous to the life, health or safety of the occupants of the Residence:

A. Resident shall immediately notify Management of the damage.

B. Management shall be responsible for repair of the Residence within a reasonable time, provided that if the damage was caused by Resident, a member (s) of his/her household or Resident's guest (s), the reasonable cost for repairs will be charged to Resident and Management may terminate the Lease.

C. Management will offer standard alternative living accommodations, if available, when necessary repairs cannot be made within a reasonable time. However, if the damage was caused by Resident, a member(s) of his/her household or Resident's guest (s), and Management elects to terminate the Lease, Management shall not be required to offer alternative accommodations. If Management discovers the damage was caused by Resident, a member(s) of his/her household or Resident's guest(s) after Resident has moved into the alternative accommodations, Management may terminate the Resident's lease and demand Resident to vacate the alternative accommodations.

D. Rent will be reduced in proportion to the seriousness of the damage and loss in the value of the Residence as a dwelling in the event repairs are not made by Management within a reasonable time or alternative accommodations are not provided when required (except that rent will not be reduced if Resident rejects the alternative living accommodations or if the damage was caused by Resident, a member of Resident's household or a guest).

9. INSPECTIONS

A. Prior to the time that the Resident begins to live in the Residence, and prior to the time Resident vacates the Residence, a representative of Management and Resident (or his/her representative) will inspect the Residence, unless Resident has vacated the Residence without notice to Management, in which case Management may perform an inspection without prior notice to Resident. WITH RESPECT TO THE PRE-OCCUPANCY INSPECTION: Resident will be given a written statement of the condition of the Residence and the appliance(s) and/or furniture provided with the Residence, which will be signed by Management and Resident. Management will keep a copy of the inspection report in the Resident's file folder. If Resident disputes the inspection statement and decides not to occupy the Residence, Management will refund all rent and deposits paid in advance to Resident. Resident has the right to request an amendment to the inspection statement within seven (7) days after taking possession of the Residence if defects are discovered which existed prior to occupancy and were not noted during the original inspection and which did not occur as a result of any fault of the Resident, a member of his/her household or guest.

WITH RESPECT TO THE PRE-TERMINATION INSPECTION: Resident will be given a statement of the condition of the Residence, the appliances, and/or furniture, and/or any other charges to be paid by Resident pursuant to Section 4.

B. Management is entitled to enter the Residence as follows:

(1) At anytime without advance notification to Resident when there is reasonable cause to believe that an emergency exists;

(2) Upon reasonable advance notification to Resident, during reasonable hours for the purpose of performing routine inspections and maintenance, or for making improvements, or repairs, or to show the premises for re-leasing. Without limiting the foregoing a written statement specifying the purpose of Management's entry, delivered to the Residence at least twenty-four (24) hours before such entry shall be considered reasonable advance notification;

(3) In the event Resident and any adult (i.e. over age 18) member of his/her household are absent from the Residence at the time of entry, Management will leave at the Residence a written statement specifying the date, time and purpose of the entry prior to leaving the Residence; and

(4) In the event Resident and all adults are absent from the Residence and if the only people at home are minors under the age 18, Management will not enter the Residence unless an emergency exists, and will re-schedule the inspection for another date.

10. NOTICES

A. Any notice required or desired to be given by Management to Resident will be sufficient if:

(1) Delivered in writing to Resident personally; or

(2) Delivered in writing personally to any member of the Resident's family of suitable age and discretion living in the Residence; or

(3) Sent by first-class mail, postage prepaid, properly addressed to the Resident at the Residence; or

(4) In the case of notice of any proposed changes in rules, regulations, procedure or schedules referred to in Section 13, Management may, as an alternative to any of the notices provided in (1), (2), or (3) above, post such notice in at least three (3) conspicuous places within the structure or building in which the Residence is located, as well as in a conspicuous place in the Management Office.

B. Any notice to Management from Resident must be in writing, and must either be delivered or sent by first-class, postage pre-paid mail which is properly addressed to the Director of the Housing Management Division at 2 Coral Circle, Monterey Park, California 91755.

C. Notices given as provided above shall be deemed effective on the date personally delivered or posted or mailed.

11. TERMINATION OF LEASE/NONRENEWAL OF LEASE

A. This lease may be terminated by Resident at any time by giving thirty (30) days written notice to Management in the manner specified in Section 10. Resident agrees to leave Residence in clean and good condition, reasonable wear and tear excepted, and to return the keys to Management when Resident vacates the Residence. If Resident fails to give proper notice, Resident will be responsible for payment of thirty (30) days rent from the date notice is given, or keys are returned, or the date the vacant unit is discovered by Management. If Resident transfers to another Management operated dwelling unit, unpaid rent balance and/or other charges under this Lease must be paid prior to effective date of new Lease. Exceptions may be made at the sole discretion of Management.

B. This Lease shall terminate upon the death of the Resident.

C. This Lease shall terminate upon the abandonment of the Residence by Resident.

D. If Management desires to terminate the Lease because of Resident's material breach of this Lease, Management shall give Resident written notice of termination of the Lease, which notice will require that the Resident vacate the premises in the time shown as follows:

(1) Fourteen (14) days in the case of failure to pay rent.

(2) Three (3) days if Resident, a member of his/her household or a guest engaged in any activity which creates or maintains a threat to the health or safety of other residents, Management's employees, or the public, in the Residence and/or the Housing Development. Violation of sections 6 (A), (B), (C) or (D) shall be deemed activity, which creates such a threat to the health or safety of other residents, Management's employees, or the public.

(3) Thirty (30) days in all other cases.

E. Any notice of termination given to Resident shall comply with applicable State laws and local ordinances, shall state reasons for the termination, and except as provided in Section 11 (G) herein, shall inform Resident of his/her right to a hearing in accordance with the grievance procedure referred to in Section 12.

F. Management may terminate this Lease prior to its expiration or refuse to renew this Lease only for good cause which includes, but not limited to (i.) failure to comply with the Community Service Requirement, (ii) Resident's violation of any material term of the Lease, (iii) violation of Resident's obligations as described in Section 6 of this Lease, (iv) repeated violation of any terms, material or non- material, of this Lease.

G. Resident shall not be entitled to use the grievance procedure in the case of termination of this Lease or eviction of Resident under the unlawful detainer laws of the State of California due to any criminal activity that threatens the health, safety or right to peaceful enjoyment of other Residents or Management's employees or for any drug-related criminal activity as defined in and set forth in Section 6 herein.

12. GRIEVANCE PROCEDURE

A. Except as provided in Section 11 (G) herein, all grievances arising under this Lease shall be processed and attempted to be resolved pursuant to the grievance procedure which is in effect at the time of such grievance or appeal. This grievance procedure shall be posted in the Management office and is incorporated herein by this reference.

B. Resident shall be provided a reasonable opportunity, prior to hearing or trial, to examine any relevant documents, records or regulations directly related to the adverse action.

C. Management shall be provided a reasonable opportunity, prior to hearing or trial, to examine any relevant documents, records or regulations directly related to the adverse action.

13. CHANGES

Modification of this Lease shall be by written rider executed by both parties, except for changes in rent made pursuant to Section 5 or changes or amendments set forth below. Management may, from time to time, make changes or amendments in the Utility Allowance, Schedule of Other Charges, and any and all other rules, regulations, schedules or procedures (including grievance procedures) herein or affecting the Lease and any and all such changes and amendments (subject to compliance with the notice procedure specified below) shall become part of this Lease. Prior to any change or amendment becoming effective Management shall provide at least thirty (30) days written notice to Resident setting forth the proposed change or amendment, the reasons therefore, and providing Resident an opportunity to make written comments. This notice shall be served on Resident as set forth in Section 10A.

14. NO WAIVER

Not withstanding any conduct or custom on the part of Management, the failure of Management to enforce any of Management's rights under this Lease shall not be construed as having created a custom in any way contrary to the specific terms of this Lease or as having in any way modified this Lease or as having constituted a Waiver of any of Management's rights or obligations under this Lease.

IN WITNESS, WHEREOF, the parties have executed this Lease this _____day of _____, 20____.

at _____

THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES

By:_____

_____(Resident) _____ (Date)

_____(Resident _____(Date) Its: _____

_____(Resident) _____(Date)

_____(Resident) _____(Date)

I (we) have been provided a copy of this Lease in Korean.

Initial(s) _____

I (we) have been provided a copy of this Lease in Russian.

Initial(s) _____

I (we) have been provided a copy of this Lease in Spanish.

Initial(s) _____