



**2016 PHA  
5 YEAR AGENCY PLAN  
&  
ANNUAL PLAN**

**DRAFT COPY SUBMITTED TO THE BOARD  
OF COMMISSIONERS:  
SEPTEMBER 17, 2015**

**FINAL COPY APPROVED BY THE BOARD  
OF COMMISSIONERS:  
OCTOBER 15, 2015**

**HOUSING AUTHORITY INFORMATION:  
LITTLE ROCK HOUSING AUTHORITY D/B/A  
METROPOLITAN HOUSING ALLIANCE  
100 S. ARCH STREET  
LITTLE ROCK, AR 72201  
PHONE (501)340-4821**

**CONTACT:  
RODNEY FORTE  
EXECUTIVE DIRECTOR  
EMAIL: [RFORTE@MHAPHA.ORG](mailto:RFORTE@MHAPHA.ORG)**

# PHA 5-Year and Annual Plan

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

OMB No. 2577-0226  
Expires 4/30/2011

1.0	<b>PHA Information</b> PHA Name: <u>Little Rock Housing Authority</u> PHA Code: <u>AR004</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>01/2016</u>				
2.0	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>902</u> Number of HCV units: <u>2262</u>				
3.0	<b>Submission Type</b> <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
	PHA 1:				PH HCV
	PHA 2:				
	PHA 3:				
5.0	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	<b>Mission.</b> State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: <i>N/A Annual Plan Only</i>  The City of Little Rock Housing Authority D/B/A Metropolitan Housing Alliance ("MHA") has a fundamental mission to serve the residents of Little Rock by developing, owning, and operating safe, decent and affordable housing in a manner that promotes thriving communities.				
5.2	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. <i>N/A Annual Plan Only</i>  <i>Please see Attachment A, 5.2 Goals and Objectives 2016, and Attachment F, 10.0a. Progress in Meeting Mission and Goals 2016.</i>				
6.0	<b>PHA Plan Update</b> <i>Please see Attachment B, 6.0a for PHA Plan Elements and additional elements for Attachment B, 6.0 to 6.13.</i>  (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: <ul style="list-style-type: none"> <li>• ACOP ("Attachment H")</li> <li>• Admin Plan ("Attachment I")</li> <li>• Homeownership Plan ("Attachment J")</li> <li>• Capital Improvements ("Attachment K")</li> </ul> (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan.  Annual plans may be obtained by the public at the Administration Office located at 100 S. Arch Street, Little Rock, AR. 72201. The documents are also available for viewing at: <ul style="list-style-type: none"> <li>• Sunset Terrace- 2800 Battery, Little Rock, AR 72206</li> <li>• Jesse Powell Towers- 1010 Wolfe Street, Little Rock, AR 72201</li> <li>• Fred Parris Towers- 1800 Broadway, Little Rock, AR 72202</li> <li>• Cumberland Towers- 311 E. 8th Street, Little Rock, AR 72201</li> </ul>				
7.0	<b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i>  <i>Please see Attachment C, 7.0 HOPE VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</i>				
8.0	<b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.  <i>See HUD Form 50075.2 in Attachment "D", Capital Fund Documents and HUD Form 50075.2 approved by HUD.</i>				

8.1	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> <p><i>Please see Attachment "D", Capital Fund Documents.</i></p>
8.2	<p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p> <p><i>Please see Attachment "D", Capital Fund Documents.</i></p>
8.3	<p><b>Capital Fund Financing Program (CFFP).</b>  <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p>
9.0	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p><i>Please see Attachment "E" 9.0 Housing Needs.</i></p>
9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b></p> <p><i>Please see Attachment "E", 9.1 Strategy for Addressing Housing Needs.</i></p>
10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p><i>a. Please see Attachment "F", 10.0a. Progress in Meeting Mission and Goals.</i></p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p><i>b. Please see Attachment "F", 10.0b. The definition of "Significant Amendment" and "Substantial Deviation/Modification."</i></p> <p><i>Attachment H: Admissions and Continued Occupancy Policy for Low-Income Housing Owned by MHA</i>  <i>Attachment I: Little Rock Housing Authority Administrative Plan for Housing Voucher Program</i>  <i>Attachment N: Pest Policy</i>  <i>Attachment O: Little Rock Housing Authority Resident Lease Agreement</i>  <i>Attachment P and Q: Administrative Grievance Procedure for Tenants of Low Rent Public Housing Program</i></p>
11.0	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note: Faxed copies of these documents will not be accepted by the Field Office.</b></p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p> <p><i>a-f Please see Attachment G, Certifications.</i>  <i>g. Please see Attachment F, Challenged Elements.</i>  <i>h. Please see Attachment D, Form HUD-50075.1, Capital Fund Program Annual Statement and Performance and Evaluation Report.</i>  <i>i. Please see Attachment D, Capital Fund Program Five-Year Action Plan.</i></p>

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

## **Instructions form HUD-50075**

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

### **1.0 PHA Information**

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

### **2.0 Inventory**

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

### **3.0 Submission Type**

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

### **4.0 PHA Consortia**

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

### **5.0 Five-Year Plan**

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

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

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

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

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

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

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

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: (1) Any programs relating to services and amenities provided or offered to assisted families; (2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (Note: applies to only public housing).

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**9.1 Strategy for Addressing Housing Needs.** Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

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

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

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

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

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

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment A  
Goals and Objectives**

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment A**

**5.2 Goals and Objectives**

Increase the availability of decent, safe, and affordable housing.

Expand the supply of assisted housing by 500 units (rental and homeownership). This will be accomplished through various means, including tax credits, acquisition, new construction, all eligible HUD funds, and private sector investment. As of the submission of this document the PHA has either completed or is in the process of completing 230 of the 500 units.

Reduce public housing vacancy downtime by 25% within the first year; and additional 25% by the end of year two; an additional 5% by the end of years three, four and five. With the increase in occupancy, unit turnaround time has decreased significantly.

Little Rock Housing Authority D/B/A Metropolitan Housing Alliance ("MHA") will continue 100% site based waiting list for the PH units owned and operated by the agency. The PH waitlist continues to be maintained at 100% site based. New units are also operated as site based developments.

Improve the quality of assisted housing

1. Improve public housing management assessment scores:
  - a) PHAS 74, 0-ESH ("Exigent Health and Safety Issues Observed")
  - b) Increase PHAS scores by 10% at each site, each year;
  - c) Increase MASS scores by 10% at each site, each year

The PHA plans to improve the PHAS scores for 2016. EH&S remained the same for 2015. PHAS and MASS assessments have been modified by HUD. The baseline year for our agency is 2011.

2. MHA will ensure compliance with various regulations, memoranda, guidance and rules. This will be accomplished by additional staff training, quality control monitoring of 100% of the files in year one, 50% of the files in year two and random sampling each year thereafter.
3. Continue the applicability of the Enterprise Income Verification (EIV). 100% utilization of EIV system.
  - a) This is being implemented PHA wide.
4. Increase customer satisfaction: 95% or greater customer satisfaction rate from Housing Choice Voucher ("HCV") landlord, Public Housing ("PH") residents, and HCV clients by the end of the five year period.
  - a) The PHA is striving to meet this goal by the end of the 5th year.

5. Achieve and maintain 97% or greater of rent collections for the public housing program.

- a) The PHA is striving to meet this goal PHA wide. The improvement in collections continues and is contributing to the overall health of the agency. The family sites are experiencing more difficulty in meeting the goals compared to other sites. Automatic debt payments have now been instituted. Participation is still at a low number.
- 6. Implement and maintain preventive maintenance efforts at 100% of the PH site. a. The preventative maintenance plan is ongoing.
- 7. Renovate or modernize public housing units, as needed
  - a) The PHA's occupancy level is at industry levels. Units are turned and modernized as needed.
  - b) Sunset Terrace is under review at this time for demolition and disposition.
- 8. Meet UFAS compliance at each PHA owned site. Compliance with UFAS is ongoing.
- 9. Implement green design and energy efficiency 100% of the time, if applicable. The PHA is adhering to this, when applicable.
- 10. All newly constructed housing will be smoke free residences. This will be implemented with the new housing brought on line and owned by the PHA.
- 11. PHA has applied for RAD conversions and has received the CHAP's award for most of the portfolio and will add the remaining properties before February 2016.

Increase assisted housing choices: Our plans include development of new sites in other parts of the city. We also through RAD, plan to renovate existing properties that were submitted as part of the RAD application. We plan to demolish Sunset Terrace and rebuild at the same site. Our plans also include development of property located at 17<sup>th</sup> and Woodrow. These improvements will be paid for from Replacement Housing Factor (RHF) funds. MHA plans to expand our existing stock beyond 902 units, to over 1300 that we had in our portfolio in previous years.

Improve community quality of life and economic vitality

- 1. Form a partnership with local organizations such as churches and community centers and schools.
- 2. Seek our financial institutions to do community seminars on financial planning
- 3. Work with the local police department and neighborhood groups in forming crime watch areas.
- 4. Attend monthly crime watch meetings that the police department conducts.

End Chronic Homelessness

- 
- 1. Participate in Homeless Initiatives to partner with various stakeholders in the effort to eradicate homelessness. Ongoing process

2. Start implementing vouchers for homeless prevention. Ongoing process
3. Discuss prisoner re-entry issues with community groups.

Embrace Technology to Increase Efficiency and Effectiveness of Housing Programs

1. MHA will implement various technological efforts to improve the delivery of services and core business practices to meet the overall mission of the agency.
2. MHA will be paperless by FYE 2016. This is an ongoing process.
3. Mandate utilization of electronic transfer of HAP funds for HCV landlords.
  - a. All HAP and UAP payments will be made electronically by the end of 2015, either using ACH transfer or pre-paid debit cards.
4. In conjunction with the City of Little Rock as partners, MHA is working to bridge the digital divide for Residents with school age children by developing a strategic plan to educate, distribute appropriate services and make the best use of digital technology service through the ConnectHome Initiative.

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment B**

**PHA Plan Update**

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment B**

**6.0 PHA Plan Update**

**a) Identify all PHA plans that have been revised since its last Annual Plan Submission**

- Admission and Continued Occupancy Policy ("ACOP") ("**Attachment H**")
- Housing Choice Voucher Administration Plan ("Admin Plan") ("**Attachment I**")
- Homeownership Plan ("**Attachment J**")
- Capital Improvements ("**Attachment K**")

**6.1 Eligibility, Selection and Admissions Policies, Including de-concentration and Wait List Procedures**

It is MHA's policy that each applicant shall be assigned his/her appropriate place on a Site Based waiting list, in sequence based upon:

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

MHA will maintain its waiting list in the form of records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head. (Refer to Page 23 of ACOP)

**6.2 Financial Resources**

MHA intends to utilize funds from Capital Funds, HUD subsidy and Tenant rent proceeds to fund operations at our Public Housing sites. ("**Attachment L**")

**6.3 Rent Determination**

**Public Housing**

MHA's policies governing rent determination for the public housing program are included in the MHA ACOP, provided in "**Attachment H**". Please refer to Section XII, E. Page 49.

---

## **Section 8 Housing Choice Voucher Program**

MHA's policies governing rent determination for the Section 8 Housing Choice Voucher Program are included in the MHA Admin Plan for Housing Voucher Programs, provided in "**Attachment I**". (Section VI. Payment and Subsidy Standards)

### **6.4 Operation and Management**

MHA develops, owns and operates quality affordable and accessible housing that provides assistance to citizens of Little Rock utilizing various federal, state and local programs. Currently, MHA owns 902 public housing units, 200 affordable housing units, 158 market-rate units, administers 2083 Housing Choice Vouchers and operates two homeownership programs. The organizational chart provided will show MHA's management structure and overall department responsibility. ("**Attachment M**").

The following MHA policies and procedures provide the rules and standards, for the management and maintenance of MHA's public housing program and administration of the Section 8 Housing Choice Voucher program. These policies and procedures are included as attachments to this PHA Plan.

#### **Public Housing Maintenance and Management**

MHA Pest Policy – ("**Attachment N**")

MHA Resident Lease Agreement – ("**Attachment O**")

### **6.5 Grievance Procedures**

MHA's policies grievance and informal hearing and review procedures are included in the Administrative Grievance Procedure for Tenants of Low Rent Public Housing Program, provided in ACOP. ("**Attachment P**")

MHA's policies grievance and information hearing and review procedures for the Section 8 Housing Choice Voucher Program is in conjunction with informal review procedures for applicants as required in [24 CFR 982.54(d)(12), 982.554]. ("**Attachment Q**")

MHA has incorporated the use of third party Neutral Appeal Hearing Officers. This procedure will ensure all parties will have a neutral stance for agency wide hearings. This new procedure will also aid in monitoring MHA's policy and procedures.

#### **6.6.0 Designated Housing for Elderly and Disables Families**

Request for Extension / Renewal Plan to Formally Designate Fred W. Parris Towers Developments submitted to HUD August 2009.

##### **6.6.1 Development name and number**

###### **Identification of the Developments to be Re-designated:**

AR004-009 Fred Parris Towers, 1800 S. Broadway St., Little Rock, AR 72206  
AR004-010 Cumberland Towers, 311 East 8<sup>th</sup> Street, Little Rock, AR 72202

---

### **6.6.2 Designation Type**

The Housing Authority of the City of Little Rock submits this plan to renew the designation of Fred W. Parris Towers (AR004-009) and Cumberland Towers (AR004-010) apartment communities as elderly and near elderly apartment buildings.

### **6.6.3 Application Status**

Complete. Application approved by HUD in August 2009.

### **6.6.4 Date Designation approved, submitted, or planned for submission**

August 2009

### **6.6.5 The number of units affected**

428 units in total have been set aside for Senior and Disabled population. There are 250 units at Parris Towers and 178 units at Cumberland Towers

## **6.7 Community Service and Self-Sufficiency**

MHA is committed to assisting its families to become economically and socially self-sufficient and offers the Family Self-Sufficiency Program ("FSS") to both its public housing and Section 8 residents. MHA provides, either itself or through agreements with other service entities, a large variety of programs and services to assist families to become self-sufficient. These include education programs for all ages, job training and job search assistance, and support services such as transportation, health services and child care. ("Attachment R")

### **6.7.1 Programs relating to services and amenities provided or offered to assist families**

#### Job Training and Job Search Assistance

MHA provides facilities for its partners to provide services for residents including but limited to on-site job training. This training includes customer service training, computer skills, computer literacy, keyboarding, and business development. MHA provides to its partners Memorandum of Understandings ("MOU") to assist with housing for recipients that participate in job readiness programs, resume writing assistance, pre-employment skills training, and job search assistance. Through our FSS program MHA also promotes and helps to coordinate several job fairs each year.

#### Support Services

To assist families to become economically and socially self-sufficient, MHA also provides numerous services to its families including case management, health fairs, homeownership training, youth and adult leadership mentoring. As funds are available, MHA also provides transportation assistance.

---

### **6.7.2 Policy and or programs of the PHA for enhancement of the economic and social self-sufficiency or Assisted Families including programs under Section 3 and the FSS Program.**

Pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (referred to as Section 3), employment and other economic opportunities generated by the expenditure of certain HUD public and Indian housing assistance shall to the greatest extent feasible and consistent with existing Federal, state, and local laws and regulations, be directed to low- and very low-income persons, particularly recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very low-income persons. Recipients of covered-assistance and their contractors and subcontractors may demonstrate compliance by meeting the numerical goals for providing training, employment, and contracting opportunities to Section 3 residents and Section 3 business concerns (24 CFR Part 135.30). The numerical goals represent minimum numerical targets.

MHA, as a recipient of some of the covered-financial assistance, has an active, nationally-recognized Section 3 program and strongly supports opportunities for Section 3 residents to access education, training, and employment and has consistently exceeded the numerical goals in the expenditure of the covered-assistance. Where applicable, the MHA procurement process includes in its selection criteria efforts to employ Section 3 residents.

MHA has an internship program for its residents. Additionally, the Section 3 program promotes economic development and self-sufficiency through entrepreneurial and community reinvestment opportunities. MHA's resident and employment coordinators work closely and directly with residents in providing employment, educational, and training opportunities, through MHA's partnership with and potential employers and with for-profit and non-profit entities in the community.

Accordingly, MHA requires its contractors and any tier subcontractors to direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered-assistance to Section 3 residents in the following order of priority:

- Priority 1: A resident of the MHA Housing development or developments for which the Section 3 covered-assistance is expended (category 1 Residents);
- Priority 2: A resident of other MHA housing developments that is expending the Section 3 covered-housing assistance (category 2 residents);
- Priority 3: A participant in HUD Youth Build programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered-assistance is expended (category 3 residents);
- Priority 4: Other Section 3 residents living within a 6 mile radius of a MHA owned and or managed housing development,

MHA also directs its efforts toward awarding Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns, and includes the required Section 3 clause in its Section 3 covered contracts. MHA also reaches out to various partners, non-profit and for-profit, in the community to provide economic opportunities for low- and very low-income persons and attempts annually to engage new partners.

---

### **6.7.3 Community Service Requirements**

MHA's community service policy is included in its ACOP on page 38, section VIII.

## **6.8 Safety and Crime Prevention**

- (i) MHA has obtained a security assessment to evaluate the Safety needs and Crime Prevention at all sites. The report included the need for roving security at all of its sites, Security Cameras, on site Security and Residents to establish a Crime watch group partnering with the Neighborhood Police Resource divisions. One of the main functions of the report was to have the residents to build a relationship with the resource center and to report any suspicious activity to the proper authorities.
- (ii) To reduce the amount of crime at MHA's housing sites and the surrounding community, MHA has implemented several safety and crime prevention measures. These measures include physical improvements such as additional security lighting, surveillance cameras and additional private security presence at the housing sites, and safety and crime prevention programs.
- (iii) MHA meets regularly with local law enforcement agencies to develop and refine strategies to reduce the incidence of crime at the housing sites. MHA has also implemented lease provisions aimed at reducing the amount of crime at its properties.

## **6.9 Pets**

MHA's policies and requirements regarding pet ownership are included in the MHA ACOP. (page 53, section XIV).

## **6.10 Civil Rights Certification**

MHA carries out its activities in compliance with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990. MHA regularly examines its programs and any proposed programs to identify any impediments to fair housing choice within those programs. MHA addresses those impediments in a reasonable fashion in view of the available resources; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing, and assures that its annual plan is consistent with the City of Little Rock's Consolidated Plan. The required Civil Rights Certification is included in ("Attachment S").

## **6.11 Fiscal Year Audit**

Pending

## **6.12 Asset Management**

MHA has converted to asset management including AMP-based accounting and budgeting for all its public housing sites. MHA annually assesses the physical needs of each of its properties and updates its long-range repair, renovation, and modernization plans for each property. MHA also annually reviews the operations of each of its housing sites to assess strengths at each properties and areas for improvement.

---

## 6.13 Violence Against Women Act (VAWA)

MHA's policy on VAWA is included in the MHA ACOP and the MHA Section 8 Admin Plan.

MHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence or stalking. MHA staff including housing managers and service coordinators work with residents who report being victims of such violence by providing referrals to outside agencies who can assist these residents. MHA also coordinates on-site programs to help residents who may be victims of abuse. MHA will offer a resident in this situation an opportunity to relocate if necessary. Further in compliance with the Violence against Women Act, MHA will not terminate the lease or evict victims of criminal activity related to their victimization. Victims have 14 days to certify or provide other documentation of their status.

### **Violence Against Women Act (VAWA) (Section 8(o)(7)(C) (D)(i)(ii) of the U.S. Housing Act of 1937)**

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of abuse. VAWA refers to women in its title, the statute makes clear that the protections are for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, sexual orientation, or age.

Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.

The MHA may terminate assistance to or an owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

There is no limitation on the ability of the PHA to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a more demanding standard than non-victims.

Victims certifying as a victim under VAWA, will be provided a voucher to relocate. The Section 8 tenant-based or Public Housing regulations at 24 CFR 982.314 provide that a family or member of a family may move with continued assistance if the move is needed to protect the health and safety of the family or family member as a result of domestic violence, dating, violence, sexual assault, or stalking, or any family member has been the victim of a sexual assault that occurred on the premises during the 90- day period preceding the family's request to move. This regulation provides that a PHA may not terminate assistance if a family moves with or without prior notification to the PHA because the family or member of the family reasonably believed they were in imminent threat from further violence (however, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-day period preceding the family's move or request to move,

is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the unit. Approved certification form (§ 5.2005(a)(1)(ii)): VAWA 2013 provides that an approvable certification form is one that: (1) States that an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking; (2) states that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for VAWA protection meets the requirements under VAWA; and (3) includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide. (See 42 U.S.C. 14043e-11(c)(3).)

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment C**

**Hope VI, Mixed Finance Modernization or Development, Demolition and/or disposition, conversion or public Housing, Homeownership Programs, and Project-based Vouchers.**

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment C**

**7.0 (a) Hope VI, Mixed Finance Modernization or Development, Demolition and/or disposition of public Housing, Homeownership (a) Mixed Finance Modernization or Development**

It is the intent of the MHA to develop various housing types during this period. We will utilize techniques of the mixed finance model, as applicable. Where not applicable the traditional development model will be used. We have located a site in the Little Rock Choice Neighborhood Initiative ("CNI") area and it has been determined where the future development will exist.

**(b) Demolition and/or Development**

At this time there are ongoing discussions of planned demolition/disposition of PHA property. If the PHA should elect to do so; this will not be considered a significant deviation from the plan. Sunset Terrace is under study as part of the CNI plan as well as consideration for Rental Assistance Demonstration ("RAD"). A decision will be made on Sunset Terrace in the coming weeks. We will update this PHA Plan as the decisions are made.

The Hollingsworth property is in the process of closing but has been placed on hold due to title policy clearance to convey the property.

**(c) Conversion of Public Housing**

At this time we have been approved for RAD conversion. On February 22<sup>nd</sup> HUD awarded a Commitment to enter into a Housing Assistance payment Contract ("CHAP") awards for nine of our properties. We have selected two developers to complete the conversions from public housing to Project Based Rental Assistance ("PBRA").

The properties that have CHAPs are:

<b>RAD Physical Conditions Assessment</b>		<b>Units</b>
AR004000009	Fred Parris Towers	250
AR004000010	Cumberland Towers	178
AR004000011	Jesse Powell Towers	169
AR004000018	Madison Heights Phase I	59
AR004000019	Madison Heights II	38
AR004000021	Madison Heights III	20
AR004000020	Homes at Granite Mountain	40
AR004000023	Cumberland Manor	17
AR004000024	Metropolitan Village	17

**7.0. (d) Homeownership**

MHA's policy on Homeownership is included in the MHA Section 8 Admin Plan. ("Attachment J")

**7.0. (e) Project-based- Vouchers**

MHA does not intend to utilize Project Based Vouchers at any of its developments except for the RAD conversions stated above.

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment D**

**Capital Improvements**

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment D**

**8.0. Capital Improvements**

Upcoming improvements for 2016 will include window replacement at Parris Towers and public bathroom modernization to address 504 requirements at all three high-rises. Capital funds left from previous years will go toward debt service which is created in converting to RAD.

**8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report**

Form HUD-50075.1 ("Attachment D")

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

Form HUD 50075.2 ("Attachment D")

**8.3 Capital Fund Financing Program (CFFP)**

This item is not applicable to MHA.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

Part I: Summary						
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37P004501-13 Date of CFFP:			FFY of Grant: 2013 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>					
3	1408 Management Improvements	\$ 8,491.97		\$ 8,491.97	\$ 8,491.97	
4	1410 Administration (may not exceed 10% of line 21)	\$ 78,857.00		\$ 78,857.00	\$ 78,857.00	
5	1411 Audit	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00	
6	1415 Liquidated Damages					
7	1430 Fees and Costs	\$ 40,450.40		\$ 40,450.40	\$ 40,450.40	
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures	\$ 57,250.00		\$ 57,250.00		
11	1465.1 Dwelling Equipment—Nonexpendable	\$593,521.63		\$593,521.63	\$214,221.93	
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities <sup>4</sup>					

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

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

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>					
<b>PHA Name:</b> Little Rock Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37P00450113 Date of CFFP:		<b>FFY of Grant: 2013</b> <b>FFY of Grant Approval:</b>	
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:     )					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$788,571.00</b>		<b>\$788,571.00</b>	<b>\$352,021.30</b>
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director <i>[Signature]</i>		Date <i>10/15/15</i>		Signature of Public Housing Director _____ Date _____	

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

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: AR37P00450113			Federal FFY of Grant: 2013		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Management Improvement	1408		8,491.97		8,491.97	8,491.97	
PHA Wide	Administration	1410		78,857.10		78,857.10	78,857.10	
PHA Wide	Fees & Costs	1430		40,450.40		40,450.40	40,450.40	
PHA Wide	Audit	1411		10,000.00		10,000.00	10,000.00	
AR4-09 Parris	Dumpster Screen	1460		57,250.00		57,250.00		
AR4-09	Security Cameras	1465				157,756.09		
AR4-10 Cumberland	Elevator	1465				39,873.00		
AR4-11 Powell	Elevator	1465				181,670.61		
	<b>Dwelling Equipment Total</b>	<b>1465</b>		<b>593,521.63</b>			214,221.93	

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

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>		
PHA Name: Little Rock Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37P00450114 Date of CFFP:	FFY of Grant: 2014 FFY of Grant Approval:

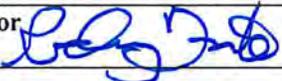
Type of Grant  
 Original Annual Statement     Reserve for Disasters/Emergencies     Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: September 2015     Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>1</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	\$102,480		\$126,268.50	\$ 12,480.00
4	1410 Administration (may not exceed 10% of line 21)	\$ 84,711		\$ 84,711.00	\$ 25,685.23
5	1411 Audit	\$ 10,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$ 40,000		\$ 40,000.00	\$ 35,624.94
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$169,925		\$ 21,271.00	
11	1465.I Dwelling Equipment—Nonexpendable	\$440,000		\$254,389.23	\$210,235.97
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.I Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>					
<b>PHA Name:</b> Little Rock Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37P00450114 Date of CFFP:	<b>FFY of Grant: 2014</b> <b>FFY of Grant Approval:</b>			
<b>Type of Grant</b>					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$847,116.00</b>		<b>\$526,639.73</b>	<b>\$284,026.14</b>
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b> 		<b>Date</b> 10/15/15		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

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

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: AR37P00450114			Federal FFY of Grant: 2014		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
<b>AR4-09</b>	Replace window frames and glazing	1460		169,925.00				
<b>PARRIS</b>	<b>TOTAL</b>	<b>1460</b>		<b>169,925.00</b>		\$ 21,271.00		
<b>AR4-11</b>	Replace elevator machinery	1465		216,000				
<b>POWELL</b>	Replace elevator cab	1465		224,000				
	<b>TOTAL</b>	<b>1465</b>		<b>440,000</b>		\$254,389.23	<b>\$210,235.97</b>	
<b>PHA Wide</b>	Physical Needs Assessment	1408				\$ 67,776.00		
<b>AR4-09</b>	Security Cameras	1408		43,987.50		\$ 44,153.26		
<b>PHA Wide</b>	Software	1408		46,012.50		\$ 46,012.50		
	<b>Management Improvement Total</b>	<b>1408</b>		<b>90,000.00</b>			<b>\$12,480.00</b>	
<b>PHA Wide</b>	<b>Administration Total</b>	<b>1410</b>		<b>84,711</b>		\$ 84,711.00	<b>\$ 25,685.23</b>	
<b>PHA Wide</b>	<b>Audit Cost Total</b>	<b>1411</b>		<b>10,000</b>				
<b>PHA Wide</b>	<b>Fees &amp; Costs Total</b>	<b>1430</b>		<b>40,000</b>		\$ 40,000.00	<b>\$ 35,624.94</b>	

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

<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

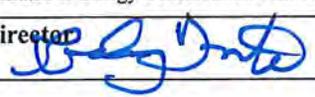
U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>				<b>FFY of Grant: 2010</b>	
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450110 Date of CFFP:		FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	\$225,603.00			

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>						
<b>PHA Name:</b> Little Rock Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450110 Date of CFFP:			<b>FFY of Grant: 2010</b> <b>FFY of Grant Approval:</b>	
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:        ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$225,603.00</b>				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
<b>Signature of Executive Director</b> 		<b>Date</b> 10/15/15		<b>Signature of Public Housing Director</b>		
				<b>Date</b>		

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

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: AR37R00450110			Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Development	1499		225,603.00				
<b>PHA Wide</b>	<b>TOTAL</b>	<b>1499</b>		<b>225,603.00</b>				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>	
PHA Name: Little Rock Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450111 Date of CFFP:
FFY of Grant: 2011 FFY of Grant Approval:	

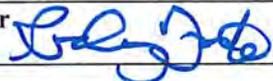
Type of Grant  
 Original Annual Statement     Reserve for Disasters/Emergencies     Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: September 2015     Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	\$192,243.00			

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>					
<b>PHA Name:</b> Little Rock Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450111 Date of CFFP:		<b>FFY of Grant: 2011</b> <b>FFY of Grant Approval:</b>
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:        ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$192,243.00</b>			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 			Date <b>10/15/15</b>		Signature of Public Housing Director _____
					Date _____

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: AR37R00450111			Federal FFY of Grant: 2011		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Development	1499		192,243.00				
<b>PHA Wide</b>	<b>TOTAL</b>	1499		192,243.00				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>	
<b>PHA Name:</b> Little Rock Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450112 Date of CFFP:
<b>FFY of Grant: 2012</b> <b>FFY of Grant Approval:</b>	

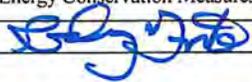
**Type of Grant**  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: September 2015       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	\$396,829.00			

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>						
<b>PHA Name:</b> Little Rock Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450112 Date of CFFP: September 2014			<b>FFY of Grant: 2012</b> <b>FFY of Grant Approval:</b>	
<b>Type of Grant</b>						
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )		
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015		<input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$396,829.00</b>				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
<b>Signature of Executive Director</b> 		<b>Date</b> 10/15/15		<b>Signature of Public Housing Director</b>		
				<b>Date</b>		

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

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: AR37R00450112			Federal FFY of Grant: 2012		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Development	1499		396,829.00				
<b>PHA Wide</b>	<b>Total</b>	<b>1499</b>		<b>396,829.00</b>				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>					
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450113 Date of CFFP:		FFY of Grant: 2013 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	\$228,059.00			

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

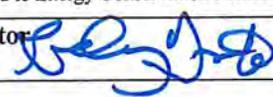
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>				FFY of Grant: 2013	
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450113 Date of CFFP:		FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:     )					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$228,059.00</b>			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date		Signature of Public Housing Director	
		10/15/15			

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

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/No): No Replacement Housing Factor Grant No: AR37R00450113			Federal FFY of Grant: 2013		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Development	1499		\$228,059.00				
PHA Wide	<b>TOTAL</b>	1499		\$228,059.00				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>	
PHA Name: Little Rock Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450114 Date of CFFP:
FFY of Grant: 2014 FFY of Grant Approval:	

Type of Grant  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: September 2015       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	\$197,517.00			

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>						
<b>PHA Name:</b> Little Rock Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450114 Date of CFFP:			<b>FFY of Grant:</b> 2014 <b>FFY of Grant Approval:</b>	
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    )						
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$197,517.00</b>				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
<b>Signature of Executive Director</b> 		<b>Date</b> 10/15/15		<b>Signature of Public Housing Director</b>		
				<b>Date</b>		

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: AR37R00450114			Federal FFY of Grant: 2014		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Development	1499		\$197,517.00				
<b>PHA Wide</b>	<b>TOTAL</b>	<b>1499</b>		<b>\$197,517.00</b>				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

Part I: Summary						
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450115 Date of CFFP:			FFY of Grant: 2015 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>					
3	1408 Management Improvements					
4	1410 Administration (may not exceed 10% of line 21)					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures					
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities <sup>4</sup>	\$202,942.00				

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>		FFY of Grant: 2015			
PHA Name: Little Rock Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450115 Date of CFFP:	FFY of Grant Approval:			
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:        ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$202,942.00</b>			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date 10/15/15	Signature of Public Housing Director		Date

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part II: Supporting Pages</b>		<b>Grant Type and Number</b>			<b>Federal FFY of Grant: 2015</b>			
PHA Name: Little Rock Housing Authority		Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: AR37R00450115						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Development	1499		\$202,942.00				
<b>PHA Wide</b>	<b>TOTAL</b>	<b>1499</b>		<b>\$202,942.00</b>				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Part I: Summary					
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: AR37P004501-15 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2015 FFY of Grant Approval:
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	\$138,600			
4	1410 Administration (may not exceed 10% of line 21)	\$86,600		\$86,000	
5	1411 Audit	\$10,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$581,645			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition	\$50,000			
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

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

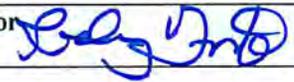
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>						
<b>PHA Name:</b> Little Rock Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: AR37P004501-15 Replacement Housing Factor Grant No: Date of CFFP:			<b>FFY of Grant: 2015</b> <b>FFY of Grant Approval:</b>	
<b>Type of Grant</b>						
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )		
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015		<input type="checkbox"/> Final Performance and Evaluation Report				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$866,845		\$86,600		
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
<b>Signature of Executive Director</b> 		<b>Date</b> 10/15/15		<b>Signature of Public Housing Director</b>		
				<b>Date</b>		

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

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

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			Grant Type and Number Capital Fund Program Grant No: AR37P004501-15 CFFP (Yes/ No): No Replacement Housing Factor Grant No:			Federal FFY of Grant: 2015		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	<b>Management Improvements Total</b>	<b>1408</b>		<b>\$138,600</b>				
PHA Wide	<b>Administrative Total</b>	<b>1410</b>		<b>\$86,600</b>		<b>\$86,600</b>		
PHA Wide	<b>Audit Total</b>	<b>1411</b>		<b>\$10,000</b>				
PHA Wide	<b>Fees &amp; Costs Total</b>	<b>1430</b>		<b>\$77,020</b>				
AR4-09 Parris Towers	Upgrades – Dwelling Structures	1460		\$304,625				
AR4-10 Cumberland Towers	Upgrades – Dwelling Structures	1460		\$45,000				
AR4- 11 Powell Towers	Upgrades – Dwelling Structures	1460		\$155,000				
	<b>Dwelling Structures Total</b>	<b>1460</b>		<b>\$504,625</b>				
AR4-01 Sunset	<b>Demolition Total</b>	<b>1485</b>		<b>\$50,000</b>				
	<b>Total</b>			<b>\$866,845</b>				

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

<sup>2</sup> To be completed for the Performance and Evaluation Report.

<b>Part I: Summary</b>					
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450210 Date of CFFP:		FFY of Grant: 2010 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	\$378,411.00			

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

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

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>						
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450210 Date of CFFP:			FFY of Grant: 2010 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:     )						
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>378,411.00</b>				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director 		Date 10/15/15		Signature of Public Housing Director		
				Date		

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

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: AR37R00450210			Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Development	1499		\$378,411.00				
<b>PHA Wide</b>	<b>TOTAL</b>	<b>1499</b>		<b>\$378,411.00</b>				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>				FFY of Grant: 2011	
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450211 Date of CFFP:		FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Rlocation Costs				
17	1499 Development Activities <sup>4</sup>	\$322,619.00			

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>					
<b>PHA Name:</b> Little Rock <b>Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450211 Date of CFFP:	<b>FFY of Grant: 2011</b> <b>FFY of Grant Approval:</b>			
<b>Type of Grant</b>					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$322,619.00</b>			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b> 		<b>Date</b> 10/15/15		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

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

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: AR37R00450211			Federal FFY of Grant: 2011		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Development	1499		\$322,619.00				
<b>PHA Wide</b>	<b>TOTAL</b>	<b>1499</b>		<b>\$322,619.00</b>				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>		<b>FFY of Grant: 2012</b>
<b>PHA Name: Little Rock Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450212 Date of CFFP:	<b>FFY of Grant Approval:</b>

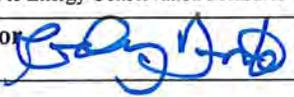
**Type of Grant**  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: September 2015       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	<b>\$308,878.00</b>			

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>					
<b>PHA Name: Little Rock Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450212 Date of CFFP:	<b>FFY of Grant: 2012</b> <b>FFY of Grant Approval:</b>			
<b>Type of Grant</b>					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$308,878.00</b>			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b> 		<b>Date</b> 10/15/15		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

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



Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>	<b>PHA Name: Little Rock Housing Authority</b> <b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR3700R450213 Date of CFFP:	<b>FFY of Grant: 2013</b> <b>FFY of Grant Approval:</b>
------------------------	---	--

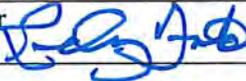
Type of Grant  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: September 2015       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	\$207,990.00			

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>					
<b>PHA Name:</b> Little Rock Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450213 Date of CFFP:		<b>FFY of Grant: 2013</b> <b>FFY of Grant Approval:</b>	
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:        ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$207,990.00</b>			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date <b>10/15/15</b>		Signature of Public Housing Director _____	
				Date _____	

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

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/No): No Replacement Housing Factor Grant No: AR37R00450213			Federal FFY of Grant: 2013		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Development	1499		\$207,990.00				
PHA Wide	<b>TOTAL</b>	<b>1499</b>		<b>\$207,990.00</b>				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>				<b>FFY of Grant: 2014</b>	
<b>PHA Name: Little Rock Housing Authority</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450214 Date of CFFP:		<b>FFY of Grant Approval:</b>	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	\$186,614.00			

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>					
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450214 Date of CFFP:		FFY of Grant: 2014 FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:        ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$186,614.00</b>			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director: 		Date: 10/15/15	Signature of Public Housing Director		Date

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

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/No): No Replacement Housing Factor Grant No: AR37R00450214			Federal FFY of Grant: 2014		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Development	1499		\$186,614.00				
<b>PHA Wide</b>	<b>TOTAL</b>	<b>1499</b>		<b>\$186,614.00</b>				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>	
<b>PHA Name: Little Rock Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450215 Date of CFFP:
<b>FFY of Grant: 2015</b> <b>FFY of Grant Approval:</b>	

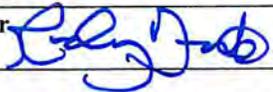
**Type of Grant**  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: September 2015       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	\$172,729.00			

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>				FFY of Grant: 2015	
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R00450215 Date of CFFP:		FFY of Grant Approval:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:        ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: September 2015 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	<b>\$172,729.00</b>			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director: 		Date: 10/15/15		Signature of Public Housing Director _____	
				Date _____	

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

<b>Part II: Supporting Pages</b>								
PHA Name: Little Rock Housing Authority			<b>Grant Type and Number</b> Capital Fund Program Grant No: CFFP (Yes/No): No Replacement Housing Factor Grant No: AR37R00450215			Federal FFY of Grant: 2015		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Development	1499		\$172,729.00				
<b>PHA Wide</b>	<b>TOTAL</b>	<b>1499</b>		<b>\$172,729.00</b>				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report.



OFFICE OF THE DEPUTY EXECUTIVE DIRECTOR  
100 South Arch Street  
Little Rock, AR 72201  
(501) 340-4821 / (501) 340-4845 (fax)

July 30, 2015

## NOTICE

### **Attention All Metropolitan Housing Alliance Clients and Residents:**

The 2016 Policy Documents (*Admissions and Continued Occupancy Policy & Housing Choice Voucher Administrative Plan*) of the PHA Annual Plan are available for your viewing at each of the sites the Metropolitan Housing Alliance (“MHA”) owns and operates. If you are a Section 8 participant, the documents can be viewed at MHA’s main office located at 100 S. Arch St., Little Rock, AR 72201.

If you have any comments or suggestions, they must be submitted in writing. All comments must be received by September 14, 2015. Please submit your comments to:

MHA  
Attention: Jada Johnson  
100 S. Arch St.  
Little Rock, AR 72201

## Resident Advisory Board Comments

The Metropolitan Housing Alliance (“MHA”) staff met with the Resident Advisory Board (“RAB”) which consisted of Public Housing Residents and Section 8 Clients to review and discuss the MHA agency programs on May 20<sup>th</sup>, June 10<sup>th</sup>, July 7<sup>th</sup> and 8<sup>th</sup>, July 22<sup>nd</sup> and July 29<sup>th</sup>, 2015. Through this process staff provided the residents with an understanding of the MHA goals, resident commitment, policy and procedure and program activities.

No comments were received from Residents during the 45 day period of July 30, 2015 through September 14, 2015.

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment E**

**Housing Needs**

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment E**

**9.0 Housing Needs**

As shown below MHA plan to tracks several variables when consolidating information on its waiting list to assist with continuing to meet the needs of its residents. This information is used to help MHA and its partner's carryout the goals and plans among the residents and community served within its various programs. It allows MHA to identify a benchmark for the implementation of initiatives, plans and MOU's and ensure the cohesive partnership with the City of Little Rock's Five Year Consolidated Plan by streamlining the approach of advocating for households with unmet housing needs and locating opportunities to fulfill the needs.

Based on statistical information there are four factors that contribute to a need for additional affordable housing:

1. Many households are over-crowded;
2. Many households are over-burdened with housing costs;
3. Affordable rental housing is being lost to the market through expiring use restrictions; and
4. The demolition of blighted, distressed housing.

**Public Housing Waiting List 2015**

Resources from current waiting list for specific site have almost been exhausted and the list for these public housing sites are open.

**Section 8 Waiting List 2015**

The Section 8 waiting list has been closed since 2009. The 2009 waitlist was exhausted applications were accepted on August 25, 2015 and August 26, 2015. Therefore the data below is compiled from raw numbers.

Section 8 Waiting List	Total	Percent
<b>Income</b>		
All Income Ranges	5,755	100%
Extremely Low-Income (<= 30% AMI)	>4,202	>73%
Very Low – Income (31% - 50% AMI)		
Low-Income (51 – 80% AMI)		
Undefined		
<b>Race</b>		
African-American	5461	95%
American Indian	10	.2%
Asian/Pacific Islander	12	.2%
Hispanic	25	.5%
White	192	3%

Native Hawaiian/other Pacific Islander	3	.1%
Undefined	52	1%
<b>Family Type</b>		
Families with Children	3705	64%
Elderly	182	3%
Disabled	1,288	22%

Source: Database for 2015

## 9.1 Strategy for Addressing Housing Needs

### **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:

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Seeking 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 marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Continue to execute development plans as submitted to HUD. Submit modifications and deviations as required to meet resident housing needs.
- Apply for additional funding resources through State of Arkansas Department of Finance ("ADFA"), HUD, local banking institutions and private investors

Strategy 2: Increase the number of affordable housing units:

- 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,
- Dispose of unused land and aged development sites for fair market rate and
- Continue to partner and expand with state and local housing industry resource to collaborate use of landbank, banking foreclosures and first right of refusal sites.

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

Strategy: Target available assistance to families at or below 30% of AMI

- Adopt rent policies to support and encourage work

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

Strategy: Target available assistance to families at or below 50% of AMI

- Adopt rent policies to support and encourage work

---

### **Need: Specific Family Types: The Elderly**

Strategy: Target available assistance to the elderly:

- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Explore the housing needs for Assisted Living Seniors

**Need: Specific Family Types: Families with Disabilities**

Strategy: Target available assistance to 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

**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:

1. Affirmatively market to races/ethnicities shown to have disproportionate housing needs

Strategy 2: Conduct activities to affirmatively further fair housing

1. Counsel Section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
2. Market the section 8 program to owners outside of areas of poverty /minority concentrations

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment F**

**Additional Information**

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment F**

**10.0 Additional Information**

**a) Progress in Meeting Mission and Goals**

**Housing Choice Voucher Program**

Below is a brief summary of MHA's progress in meeting its mission and goals.

In 2015 MHA was awarded an additional 79 Veterans Affairs Supportive Housing ("VASH") voucher and the clients are out shopping for units. MHA now has a total of 179 VASH vouchers.

Update of Family Self Sufficiency ("FSS") Program, MHA reapplied for the FSS grant under the 2015 Notice of Funding Availability ("NOFA"), with the intention of also having a Homeownership program.

The FSS Program plan to do the following

1. Reconnect the Program Coordinator Committee (PCC)
2. Establish more community contacts for the PCC
3. Communicate with MHA's staff to establish a working relationship between the Housing Choice Voucher Program (HCV) and Public Housing (PH)
4. 1 Former FSS participant has successfully transitioned into the HCV Homeownership program, and we're looking forward to future/upcoming participants.

**Public Housing Program**

MHA has reduced the down time of the units by utilizing an outside make ready company and insert the efforts of temporary workers and resources through the resident Services contract. To ensure compliance MHA has hired a Regional Property Manager to assist the Director of Asset Management in auditing case files and monitoring procedures at the site level.

To drive the rent collection to meet 97% for all sites including and bot limited to the family sites, staff has included the option of rent collection at the managers' office located at 4 separate locations and by making the option available for the use of demand debit technology on each of the sites. This option to provide the demand debit will also assist in reaching a paperless environment.

To increase the availability of decent, safe and affordable housing; improve the quality of assisted housing and increase assisted housing choices our plans include development of new sites in other parts of the city. We also through RAD, plan to renovate existing properties at Parris Towers, Cumberland Towers and Jessie Powell Towers. At this time we do not have a relocation plan. We plan to demolish Sunset Terrace and rebuild at the same site. Our plans also include development of property located at 17<sup>th</sup> and Woodrow. These improvements will be paid for from Replacement Housing Factor (RHF) funds. We need to grow our housing stock from the current 902 units to over the amount of 1300 of which we had in previous years.

**5.2.2.** Improve community quality of life and economic vitality by providing an improved living environment by promoting deconcentration of our properties and by renovating as many of our public housing units through RAD as possible.

**5.2.3.** Promote self-sufficiency and asset development of families and Individuals, by offering programs and educational opportunities for our residents and persons living in the community at large.

**5.2.4.** Ensure Equal Opportunity in Housing for all Americans affirmatively further fair housing by embracing the Fair Housing Act, which protects people from discrimination when they are renting, buying, or securing financing for any housing. The prohibitions specifically cover discrimination because of race, color, national origin, religion, sex, disability and the presence of children.

MHA staff stays committed to improving resident opportunity through on the job training, mentoring and engaging residents socially on a regular basis. Through each contract, MHA staff have created awareness of the Section 3 Resident employment program. Our commitment to this program has become popular by allowing the contractors to experience firsthand MHA's use of Resident employment service. We believe that it is a greater success when you develop the guide in one's own environment. As it picks up the momentum it has been easier to raise awareness that will desire positive feedback from residents and vendors.

#### **b) Significant Amendment and Substantial/Deviation/Modification**

PHA Plan Requirements. For PHAs required to prepare and submit an annual PHA plan to HUD, proposed conversion under this Notice must be identified in the PHA Annual Plan or in a significant amendment to the PHA plan. Pursuant to 24 CFR 972.209, the PHA must submit both the conversion assessment (as modified by the Notice) and conversion plan to HUD as part of its PHA Annual Plan (or significant amendment to that plan). PHAs are reminded that, in accordance with 24 CFR 903.15, a PHA plan or significant amendment to the PHA plan must contain a certification of consistency with the Consolidated Plan for the jurisdiction in which the PHA is located. (**"Attachment T"**)

#### **c) Applicable memorandum or agreement with HUD or any plan to improve performance**

##### **PHAS Improvement Plan**

**Physical:** Our Score in this area is 34 out of a possible 40. In calculating our score I have determined that Sunset Terrace (score of 55) has put a drag of 3.3 points on the rest of the developments. Our intention is to remove the site from inventory by way of RAD Application, that action would increase the score in this area to 37 points. The other areas of improvement will come from increasing the scores at Powell, Parris and Cumberland to at least 90.

**Financial:** Our Score in this area is 23 out of a possible 25. There is an opportunity to increase our score marginally in this area by making sure that our Months Expendable Net Assets Ratio (MENAR) is hitting the correct reporting line. Our Mixed Finance properties are not showing MENAR. We will need to contact the local HUD Field Office to get this corrected.

**Management:** Our Score in this area is 14 out of a possible 25. The need in this area is generated by driving occupancy to a 98% level at all properties by 12/31/2015. We intend to utilize our make ready vendor to assist in getting our units turned at the sites where

we have identified. Parris Towers has the greatest number of units vacant at this time. Powell Towers has the second most units vacant, this includes 17 units in MOD. I expect that we can, within the next two weeks, remove these units from MOD and begin the make ready process for them.

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment G  
Required Submission for HUD Field Office Review**

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment G**

**11.0 Certifications**

- a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights)
- b) Form HUD-50070, *Certification for a Drug-Free Workplace*
- c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions*
- d) Form SF-LLL, *Disclosure of Lobbying Activities*
- e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet*
- f) Resident Advisory Board (RAB) comments
- g) *Challenge Elements*
- h) *Form HUD-50075.1*
- i) *Form HUD-50075.2*

**PHA Certifications of Compliance  
with PHA Plans and Related  
R e g u l a t i o n s**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 08/30/2011

---

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:  
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or 2016 Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Little Rock Housing Authority

AR004

HA Name

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 - 20

Annual PHA Plan for Fiscal Years 2016- 2017

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Rodney L. Forte	Title Executive Director
Signature 	Date 9/9/2015

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Little Rock Housing Authority

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

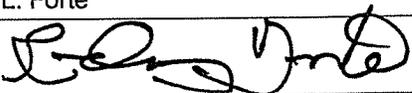
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
 (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Rodney L. Forte	Title Executive Director
Signature 	Date 9/9/2015

# Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Little Rock Housing Authority

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Rodney L. Forte

Title

Executive Director

Signature



Date (mm/dd/yyyy)

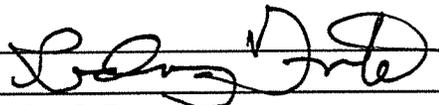
09/09/2015

## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: Second	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b> Department of Housing and Urban Development	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> N/A	<b>9. Award Amount, if known:</b> \$ N/A	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> N/A	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> N/A	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Rodney L. Forte Title: Executive Director Telephone No.: (501) 340-4821      Date: 09/09/2015	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment H**

**Admission and Continued Occupancy Plan  
("ACOP")**



Metropolitan Housing Alliance

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

A.C.O.P.

*Approved by the MHA Board of Commissioners* \_\_\_\_\_

*Submitted to HUD via submission 2015 MHAP on* \_\_\_\_\_

Note:

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

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

Table of Contents

Page Number

I.	ACOP Governing HUD Aided Public Housing Operated by the MHA	5	
<hr/>			
A.	Public Housing Agency Mission Statement	5	
B.	Purpose of the Policy		5
C.	Nondiscrimination: Compliance with Civil Rights Laws	5	
D.	Accessibility and Plain Language	7	
<u>II. Eligibility for Admission and Processing of Applications</u>		<u>9</u>	
<hr/>			
A.	Affirmative Marketing		9
B.	Eligibility for Admission	9	
C.	Waiting List Management	10	
D.	Processing Applications for Admission	11	
E.	The Preference System	12	
F.	Applicant Selection Criteria	15	
G.	Occupancy Guidelines		21
<u>III. Tenant Selection and Assignment Plan</u>		<u>23</u>	
<hr/>			
A.	Organization of the Waiting List	23	
B.	Unit Offers to Applicants	23	
C.	Due Process Rights for Applicants	24	
D.	Good Cause for Applicant Refusal of Unit Offer	25	
E.	Dwelling Units with Accessible/Adaptable Features	25	
F.	Leasing and Occupancy of Dwelling Units	26	
G.	Transfers		26
<u>IV. Missed Appointments</u>		<u>27</u>	
<hr/>			
<u>V. Leasing Policies</u>			<u>28</u>
<hr/>			
A.	General Leasing Policy	28	
B.	Showing Units Prior to Leasing	28	
C.	Occupancy, Additions to the Household and Visitors	29	
<u>VI. Transfer Policy</u>		<u>31</u>	
<hr/>			
A.	General Transfer Policy	31	
B.	Types of Transfers		31
C.	Processing Transfers		32
D.	Good Record Requirement for Transfers	33	
E.	Incentive Transfers		33
F.	Cost of Transfers	34	
<u>VII. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members</u>			<u>35</u>
<hr/>			
A.	Eligibility for Continued Occupancy	35	

B.	Remaining Family Members and Prior Debt	35
C.	Periodic Reexamination	35
<u>VIII.</u>	<u>Interim Rent Adjustments: Fixed Rent System</u>	<u>37</u>
A.	Rent Adjustments	37
B.	Effective Date of Adjustments	38
C.	Failure to Report Accurate Information	39
<u>IX.</u>	<u>Lease Termination Procedures</u>	<u>40</u>
A.	General Policy: Lease Termination	40
B.	Notice Requirements	40
C.	Record Keeping Requirements	40
D.	Lease Term and Notice to Vacate	40
<u>X.</u>	<u>Utilities</u>	<u>41</u>
A.	Resident-Paid Utilities	41
B.	Excess Utility Charges	41
<u>XI.</u>	<u>Flat Rents</u>	<u>42</u>
A.	Flat Rents	42
B.	Annual Update of Flat Rents	42
C.	Recertification of Families on Flat Rents	42
<u>XII.</u>	<u>Non-Smoking Policy</u>	<u>44</u>
<u>XIV.</u>	<u>Pet Policy</u>	<u>46</u>
<u>XV.</u>	<u>Violence Against Women Act</u>	<u>48</u>
<u>XVI.</u>	<u>Definitions of Terms Used in These Statements of Policies</u>	<u>48</u>

## ACOP Governing HUD Aided Public Housing Operated by the MHA

### A. Public Housing Agency Mission Statement

The mission of the Metropolitan Housing Alliance (Little Rock Housing Authority d/b/a Metropolitan Housing Alliance; hereafter, referred to as "MHA") is the same as that of the Department of Housing and Urban Development: HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination. To fulfill this mission, MHA will work with HUD to embrace high standards of ethics, management and accountability and forge new partnerships--particularly with faith-based and community organizations--that leverage resources and improve HUD's ability to be effective on the community level.

### B. Purpose of the Policy

The purpose of this ACOP is to establish policies for the MHA staff to follow in determining eligibility and continued occupancy. These policies are governed by the requirements of HUD with latitude for local policies and procedures. If any changes conflict with this plan, HUD regulations will have precedence.

The MHA Board of Commissioners will approve the original policy and significant amendments. Required portions of this plan will be provided to HUD.

### C. Non-Discrimination/Compliance with Civil Rights Laws

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

- Title VI of the Civil Rights Act of 1964, (See 24 CFR Part 1)
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), (See 24 CFR Part 100)
- Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, (See 24 CFR Part 8)
- The Age Discrimination Act of 1975, (See 24 CFR Part 146)
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), (Title II deals with common areas and public space, not living units.)
- Any applicable State laws or local ordinances, and
- Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. (Required 24 CFR § 960.203)

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

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

- (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (b) Provide anyone housing that is different from that provided others<sup>1</sup>;
- (c) Subject anyone to segregation or disparate treatment;

---

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

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

4. MHA shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine. **(Required, 24 CFR § 960.205)**

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

- (a) In making reasonable accommodations or structural modifications to **existing housing programs** (See 24 CFR § 8.24) or in **carrying out other alterations** [See 24 CFR § 8.23(b)] for otherwise qualified persons with disabilities, MHA is **not** required to:
  - (i) Make each of its existing facilities accessible [24 CFR § 8.24 (a) (1)]; or make structural alterations when other methods can be demonstrated to achieve the same effect; [24 CFR § 8.24 (b)]
  - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)]
  - (iii) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
  - (iv) Take any action that it can demonstrate would result in a fundamental alteration in the nature of the program; [24 CFR § 8.24 (a) (2)] or
  - (v) Take any action that would result in an undue financial and administrative burden on the Authority. [24 CFR § 8.24 (a) (2)]
- (b) When the MHA is making **substantial alterations** (defined in 24 CFR § 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility MHA is not required to:
  - (i) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
  - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)] or
  - (iii) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [24 CFR § 8.32 (c), **Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)**]

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

---

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

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

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

#### D. Accessibility and Plain Language

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

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

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but MHA will present examples to help applicants and residents understand the issues involved as necessary if all appropriate MHA and family efforts have failed to satisfy applicants/residents understanding. In writing materials for applicants and residents, MHA staff will keep in mind that learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once. **(Required, 24 CFR § 8.6)**

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

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

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

- Marketing, promotional and informational materials
- Information about the application process
- How rents and utility allowances are determined
- The application form and required certifications
- All form letters and notices to applicants and residents

---

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

<sup>5</sup> 24 CFR § 5.502 requires that for any notice or document (decision, declaration, consent form, etc.) that subpart E requires MHA to provide to an individual, or MHA is required to obtain the signature of an individual, MHA, where feasible, must arrange for the document to be provided to the individual in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

## II. Eligibility for Admission and Processing of Applications

### A. Affirmative Marketing

1. MHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages, and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will consider the level of vacancy in the MHA's units, any disparity in incomes between developments, availability of units through turnover, and waiting list population characteristics. MHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply (**Affirmative Marketing Requirement, 24 CFR §200.600**).

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

- (a) Marketing materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc. [**Required, 24 CFR §200.640**];
- (b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;
- (c) Marketing will use clear and easy to understand terms and will use more than strictly English-language print media;
- (d) Agencies that serve and advocate for potentially qualified applicants least likely to apply (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;
- (e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- (f) MHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

### B. Eligibility for Admission (24 CFR §960.201)

1. It is MHA's policy to admit only eligible applicants.

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

- (a) Is a family as defined in Section XVI(22)of this policy;
- (b) Meets the HUD requirements on citizenship or immigration status; [**Required, 24 CFR § 5.508**]
- (c) Has an Annual Income (as defined in Section XII of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in MHA offices.
- (d) Provides documentation of social security numbers for all family members of any age or certifies that they do not have social security numbers (as defined in Section XII of this document); [**Required, 24 CFR § 5.216**]
- (e) Meets or exceeds the Application Selection Criteria set forth in Section II. Of these policies [**Required, 24 CFR § 960**], including and successfully completing a MHA-approved pre-occupancy orientation session.

### C. Waiting List Management

1. It is the policy of MHA to administer its waiting list as required by the regulations at 24 CFR §§ 960.201 through 960.208).

2. Opening and Closing Waiting Lists

- (a) MHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. MHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below.
- (b) For any unit size or type, if the MHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, MHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit (c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of MHA to house an applicant in an appropriate unit within a reasonable period of

time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.

- (d) During the period when the waiting list is closed, MHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

### 3. Determining if the Waiting List may be closed

MHA will use its **Procedure on Waiting List Closure** to determine whether the waiting list(s) may be closed.

### 4. Updating the Waiting List

- (a) Beginning in January of 2001 MHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing<sup>6</sup>.

If, after one attempts in writing<sup>7</sup>, no response is received, MHA will withdraw the names of applicants from the waiting list.

At the time of initial intake, MHA will advise families of their responsibility to notify the MHA when their circumstances, mailing address or phone numbers change.

- (b) MHA will not remove an applicant's name from the waiting list except in accordance with this procedure or noted elsewhere within this policy.

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

- (a) Families on the waiting list who did not qualify for a local or ranking preference when they applied may experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact MHA so that their status may be recertified or, depending on application processing status, reverified. Applicants whose preference status changes while they are on the waiting list will retain their original date and time of application.

- (b) To the extent that MHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

## D. Processing Applications for Admission

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

### 1. Interviews and Verification Process

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

- (a) The following items will be verified according to MHA's **Procedure on Verification**, to determine qualification for admission to MHA's housing:
  - (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly)
  - (ii) Annual Income
  - (iii) Assets and Asset Income
  - (iv) Deductions from Income
  - (v) Preferences
  - (vi) Social Security Numbers of all Family Members
  - (vii) Information Used in Applicant Screening
  - (viii) Citizenship or eligible immigration status of all family members

---

<sup>6</sup> Or by the method designated at initial application by applicants with disabilities.

<sup>7</sup> The written communication will be sent by first class mail.

- (b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. When it is not possible to obtain third party written verification, MHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by MHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications (utilize the HA verification policy).
- (c) Verification of eligible immigration status shall be carried out pursuant to **24 CFR § 5.508**. Citizens are permitted to certify to their status.

2. Applicants reporting zero income or low-income of \$200 or less per month may be asked to complete a family expense form. The form will ask applicants to document how much they spend on food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. The form is designed to capture regular cash and non-cash contributions to the family from persons outside the household. (If a "zero income" family is admitted, redeterminations of income will be performed every 30 days). See Section VII C, Periodic Reexaminations, of this policy.

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

#### E. The Preference System

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

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

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

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

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

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

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

Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease); meet the definitions of the preferences described below.

#### 3. Ranking Preferences

There are 3 local preferences in effect: An applicant will qualify for a preference if he/she qualifies in one or more of the following categories (as defined in Section XVI).

#### 4. Method of Applying Preferences

MHA will rank applicants as Homeless, Displacement, Working Family, or no-preference. Applicants with equal Local preferences will be sorted by oldest application on file. **(See CFR § 960.206)**

- (a) MHA will house applicants on the waiting list by selecting first from the Homeless applicants, then from Displacement applicants, then from Working Family applicants, and then, if the Working Family applications are exhausted, by selecting from the Non-preference applicants.
- (b) MHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ration set forth in the Tenant Selection and Assignment Plan (TSAP).
- (c) MHA will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

**5. Definition of Homeless, Displacement, and Working Family Preference**

MHA defines "Homeless" as:

- (a) Individuals or Families living in a place not meant for human habitation, in emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided, and were in shelter or a place not meant for human habitation immediately prior to entering that institution.
- (b) Individuals or Families who are losing their primary nighttime residence, which may include a motel or hotel or a doubled up situation, within 14 days and lack resources or support networks to remain in housing.
- (c) Families with children who are fleeing or attempting to flee domestic violence, and have no other residence, and lack the resources or support networks to obtain other permanent housing.

Applicants MUST be identified by the City of Little Rock or other social service organizations as being homeless and referred to MHA as meeting the one of the aforementioned definitions of "Homeless" to qualify for the Homeless preference. In addition, the organizations must have an active partnership agreement with MHA for the referral to be valid.

MHA defines "Displacement" as:

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

MHA defines " Working Family" as:

MHA defines Working Family to include all applicants with adult members who can document that they are employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families, as defined in SectionXVI. Additionally, persons who cannot work because of age or disability qualify for this ranking preference.

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

**6. Withholding Preferences**

As required by law, MHA will withhold a preference from an applicant if any member of the applicant family is a person evicted from housing assisted under the 1937 Housing Act during the past three years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or MHA staff. [Required, 24 CFR §960.204] MHA may grant an admission preference in any of the following cases:

- (a) If MHA determines that the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by MHA;
- (b) The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).

## 7. Designated Housing

The preference system will be used to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations. The ability to provide preferences for some family types will depend on unit size available.

- (a) Projects designated for the elderly: Only elderly (age 62 or older) can live in a HUD-approved elderly building. No other type of family is eligible for admission to a designated elderly building.

## 8. Administration of the Preferences

- (a) MHA will either verify preferences at the time of application (when there is no waiting list or the waiting list is very short) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verification of preferences is one of the earliest steps in processing waiting list families for admission. Preference verifications shall be no more than 180 days old at the time of certification.
- (b) At the time of application, MHA will obtain the family's certification that it qualifies for a preference. Between application and the application interview, the family will be advised to notify MHA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that self-certify to a preference at the time of application and cannot verify current preference status at the time of certification will lose their preference status and their position on the waiting list. Families that cannot qualify for any of the preferences will be moved into the No-preference category, and to a lower position on the waiting list based on date and time of application.
- (e) Families that claim a preference at application, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

## 9. Notice and Opportunity for a Meeting [Required, 24 CFR § 960.211 (e)]

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

- (a) MHA will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with MHA's designee to review the determination.
- (b) If the applicant requests the meeting, MHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the MHA. A written summary of this meeting shall be made and retained in the applicant's file.

- (c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the MHA's decision to deny the preference.

**F. Applicant Selection Criteria**

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

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

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

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with MHA's **Procedure on Applicant Screening**. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the MHA.
- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
  - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; [**Required, 24 CFR § 960.202 & 205 (b)**]
  - (ii) Adversely affect the physical environment or financial stability of the project; [**Required, 24 CFR § 960.202 & 205 (b)**]
  - (iii) Violate the terms and conditions of the lease; [**See 24 CFR § 8.3 Definition: Qualified individual with handicaps**]
  - (iv) Require services from MHA staff that would alter the fundamental nature of MHA's program. [**See 24 CFR § 8.3 Definition: Qualified individual with handicaps**]
- (c) MHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification, as appropriate. [**Required, 24 CFR §960.206 (a) &(b)**]
- (d) MHA will complete a credit check and a rental history check on all applicants.
- (e) Payment of funds owed to MHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant for unpaid balances owed MHA by the applicant for any program that MHA operates. MHA expects these balances to be paid in full (either in a lump sum or over time while on the waiting list) before initiating the full screening process. MHA will not make offers to families who owe back balances. [**See 24 CFR § 960.205 (b)(1)**]
- (f) MHA will complete a criminal background and sex offender check on all adult applicants or any member for whom criminal records are available.
- (g) MHA may complete a home visit when the applicant's rental history is not favorable and the MHA determines it necessary to conduct further verification or is part of a Denial Hearing investigation. Housekeeping inspections

will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. MHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.

(i) Housekeeping criteria shall include, but not be limited to:

- a) Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entranceways, halls, and yard (if applicable);
- b) Cleanliness in each room; and
- c) General care of appliances, fixtures, windows, doors and cabinets.

(ii) Other MHA lease compliance criteria will also be checked, such as:

- a) Evidence of destruction of property;
- b) Unauthorized occupants;
- c) Evidence of criminal activity; and
- d) Conditions inconsistent with application information.

(iii) All applicants shall have at least two days' advance written notice of Home Visits.

(iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.

(h) MHA's examination of relevant information respecting 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 and utility bills.
- A record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. **[Required, 24 CFR § 960.202]**
- Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. **[Required, 24 CFR § 960.205 & the Anti-Drug Act of 1988 H.R.5210]**
- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
- An applicant's ability and willingness to comply with the terms of MHA's lease. **[24 CFR § 8.2 Definition: Qualified Individual with Handicaps]**
- Have previously been evicted from public housing.
- Committed acts, which would constitute fraud in connection with any federally, assisted housing program.
- Did not provide information required within the time frame specified during the application process.
- Convicted of drug-related criminal activity or violent criminal activity. The MHA shall prohibit admission to any household that includes and individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- During the interview process the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents or staff.
- The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility, will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.
- The applicant and all adults must sign a release allowing the HA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the HA

uses the information to deny or terminate assistance the HA must provide a copy of the information or source used in accordance with Criminal Records Management Policy.

- If the applicant is a former Public Housing or Section 8 participant who vacated Unit in violation of his lease, the applicant may be declared ineligible.
- If the HA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:
  - 1) The person demonstrates to the HA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2) Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3) Has otherwise been rehabilitated successfully; or
  - 4) Is participating in a supervised drug or alcohol rehabilitation program.

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

- If an applicant is denied admission, the HA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) calendar days to request, in writing, an informal meeting with the HA. A HA representative will hear the appeal and issue a decision within ten (10) calendar days of the meeting.
- As a general rule applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for above:

A. Denied admission for one (1) year for the following:

1. Past rental record
2. Bad rent paying habits
3. Bad housekeeping habits, in and outside the unit
4. Damages
5. Disturbances
6. Live-ins
7. Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

B. Denied admission for three (3) years for the following:

1. Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.
2. Misdemeanor conviction

C. Denied admission for seven (7) years for the following:

1. Felony conviction

(i) An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

- (j) Applicants must be able to demonstrate the ability and willingness to comply with the terms of MHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission.<sup>8</sup> **[24 CFR § 8.2 Definition: Qualified Individual with Handicaps]** Availability of assistance is subject to verification by MHA.

### 3. Screening applicants who claim mitigating circumstances

- (a) If negative information is received about an applicant, MHA shall consider the time, nature, and extent of the applicant's conduct and, factors that might indicate a reasonable probability of favorable future conduct. To be factored into MHA's screening assessment of the applicant, mitigating circumstances must be verifiable. **[Required, 24 CFR §960.205(d)]**
- (b) Mitigating circumstances<sup>9</sup> are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (c) If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, MHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. MHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances claimed by the applicant or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (d) Examples of mitigating circumstances might include: **[Required, 24 CFR § 960.205 (d)]**,
  - (i) Evidence of successful rehabilitation;
  - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
  - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. MHA will consider such circumstances in light of:
  - (i) The applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;
  - (ii) The applicant's overall performance with respect to all the screening requirements; and
  - (iii) The nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

### 4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the applicant as a family; **[Required, 24 CFR § 5.403]**

---

<sup>8</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for MHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

<sup>9</sup> The discussion of mitigating circumstance in this paragraph is applicable to all applicants. MHA is required by regulation to consider mitigating circumstance, see 24 CFR § 960.205 (d)

- (ii) Eligibility of the applicant with respect to income limits for admission; [Required, 24 CFR § 5.603]
  - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; [24 CFR § 5.508]
  - (iv) Unit size required for and selected by the MHA;
  - (v) Preference category (if any) to which the family is entitled; [24 CFR §960.206] and
  - (vi) Qualification of the applicant with respect to the Applicant Selection Criteria. [Required, 24 CFR § 960.202]
  - (vii)-Eligibility of the applicant and all adult members of the household using the Dru Sjodin National Sex offender Database (website <http://www.nsopw.gov>) to confirm that the applicants are not Lifetime registered sex offenders. This screening should also include background checks on juvenile household members to the extent allowed by state and local law.
    - (1) In order to request information necessary to screen applicants for lifetime sex offender registration requirements, the O/A's, and MHA application shall include a question asking whether the applicant or any member of the applicant's household is subject to a lifetime state sex offender registration program in any state. Failure to respond to this question will jeopardize the approval of the application.
- (b) Families determined to be qualified will be notified by MHA of the approximate date of occupancy insofar as that date can be reasonably determined. [Required, 24 CFR § 960.208] However, the date stated by MHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors MHA does not control, such as turnover rates, and market demands as they affect bedroom sizes and project location. [Required, 24 CFR § 960.206(e)]
- (c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from MHA, stating the basis for such determination. MHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [Required, 24 CFR § 960.208]
- (d) Applicants known to have a disability that are determined eligible but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

**G. Occupancy Guidelines**

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

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

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u>	<u>Max Persons/Unit</u>
	<u>(Largest Unit Size)</u>	<u>(Smallest Unit Size)</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10
6BR	10	12

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

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, or couple, to occupy the same bedroom, although they may do so at the request of the family.
  - (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
  - (c) Two children of the opposite sex 5 years of age and older will not be required to share a bedroom, although they may do so at the request of the family.
  - (d) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one-bedroom unit. In determining unit size, MHA may count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, court order custody, or is away at school. Factors that might affect the decision: length of time the family member would be housed, ages of the family members, and ability to use the living room as sleeping quarters.
  - (e) A single head of household parent shall not be required to share a bedroom with his/her child over the age of four, although they may do so at the request of the family.
  - (f) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
2. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The MHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.
3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.
4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the MHA will choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the MHA's decision could include cultural standards; length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the MHA's choice, they will be placed on the appropriate waiting sublist by unit size.
5. When a family is actually offered a unit, if they no longer qualify for the unit size corresponding to the waiting sublist, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.
6. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

### III. Tenant Selection and Assignment Plan

#### For Parris Towers, Powell Towers, Cumberland Towers, Sunset Terrace, and Scattered Sites

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

###### **1. Site Based Waiting List**

It is MHA's policy that each applicant shall be assigned his/her appropriate place on a Site Based waiting list, in sequence based upon:

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

MHA will maintain its waiting list in the form of records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

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

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

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

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

4. In selecting applicants for offers of units, MHA will take into account any local preferences that may be properly adopted following the statutorily required public hearing. In determining what local preferences to adopt, MHA must consider the requirements of the Quality Housing and Personal Responsibility Act of 1998 (H.R. 4194) and local housing needs and conditions.

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

6. The applicant must accept the vacancy offered within 3 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be removed from the waiting list. (See good cause discussion below) All offers made over the phone will be confirmed by letter to the applicant. If unable to contact an applicant by phone the MHA will send a letter by first class mail.

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

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

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

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;

3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria<sup>10</sup>; or

4. The application is withdrawn because the MHA attempted to contact the applicant for an annual waiting list update, to schedule a meeting or interview, to offer or show a unit, or for some other reason, and was unable to contact the applicant.

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

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact MHA<sup>11</sup> either by returning the update postcard or in person, bringing proof of identity;
- When three working days have elapsed from the date when the MHA mails the letter, if there is no response from the applicant, the applicant will be sent a second letter by first class mail;
- If an applicant contacts the MHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.
- When MHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, MHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.

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

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

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

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

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

- The unit is not ready for move-in at the time of the offer of housing. "Ready for move-in" means the unit has no UPCS deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in;
- The unit is inaccessible to source of employment, education, or job training, or educational program for children with disabilities<sup>12</sup>, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or an educational program for children with disabilities;
- The family demonstrates to MHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

---

<sup>10</sup> All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

<sup>11</sup> Except that MHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

<sup>12</sup> If the applicant has a child participating in such a program.

- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
  - The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move; or
  - An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or
  - The applicant is serving in a sequestered jury at the time of the unit offer.
2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list. (In effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)
  3. MHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

**E. Dwelling Units with Accessible/Adaptable Features**

1. Before offering a vacant accessible unit to a non-disabled applicant, MHA will offer such units:
  - First, to a current occupant of another unit of the same development, or other public housing developments under MHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
  - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, MHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease agreement signed with the applicant.

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

Initial intake and applications for admission and transfer will be processed at the Site Office. Waiting list management, screening, and assigning of housing (including transfers) will be made from the Site Office, to be monitored by the Property Manager and Director of Public Housing. Offers may be made in person, in writing or by phone from the Site Office or the development.

**G. Transfers**

MHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive<sup>13</sup> transfers. The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of five admissions to each transfer when MHA occupancy rates are at 95% or higher. The specific definitions of each type of transfer are covered in Section VI, Transfers, below.
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section D above without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.
4. Tenants are entitled to use the MHA Grievance Procedure if they are refused the right to transfer or if MHA is requiring them to transfer and they do not want to do so.

---

<sup>13</sup> If the MHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.

#### IV. MISSED APPOINTMENTS

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

1. Complete Application
2. Bringing in Verification Information
3. Briefing prior to Occupancy
4. Leasing Signature
5. Inspections
6. Recertification
7. Interim Adjustment
8. Other Appointments or Requirements to Bring in Documentation as Listed
9. Scheduled Counseling Sessions
10. Move-In appointments

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

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

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

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

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

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

#### V. Leasing Policies

##### A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations [Required, 24 CFR § 966.4].
2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by an authorized representative of MHA, prior to actual admission. [24 CFR § 966.4 (p)]
3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed at the Site Office or Development.
4. If a resident transfers from one MHA unit to another, a new lease will be executed for the dwelling into which the family moves. [24 CFR § 966.4 (c)(3)]

5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

- (a) A new lease agreement will be executed, or
- (b) An appropriate rider will be prepared and made a part of the existing lease except for interim redetermination of rent or family composition or policies, rules, or regulations. [24 CFR§966.5] . All copies of such riders or insertions are to be dated and signed by the Resident and an authorized representative of the Housing Authority. [24 CFR § 966.4 (o)]

6. Residents must advise MHA if they will be absent from the unit for more than 7 days. Residents are required to notify the Property Manager and make arrangement to secure the unit and provide a means for MHA to contact the resident in the event of an emergency. Failure to advise MHA of an extended absence is grounds for termination of the lease.

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

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

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

3. The Site Office will show and lease units of the appropriate size.

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

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

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. [24 CFR § 966.4(a)] Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. This would include situations in which a resident is granted custody of a child or children not previously listed on the application or lease. Also included, would be situations in which a person (often a relative) came to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. [24 CFR § 966.4 (f) & (c)(2)] All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

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

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

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

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

(e) Resident is being considered for an Incentive Transfer.

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

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on MHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Property Manager, unless otherwise posted. Visits of more than three and less than 14 days are permitted, provided they are reported to the Property Manager within 72 hours and authorized by the Property Manager. Visits of more than 14 calendar days shall be authorized only by the Director of Public Housing with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

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

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

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. [24 CFR § 966.4 (f)] The resident has the responsibility to report the move-out within 10 calendar days of its occurrence.

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

9. Marriage: Both parties of marriages must pass initial screening. Failure to pass screening by either member disqualifies both parties from admission to Public Housing. At any time either party of the marriage is disqualified from Public Housing, both parties of the lease will be terminated.

## VI. Transfer Policy

### A. General Transfer Policy

1. It is MHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. **[Required, 24 CFR § 100.5]**
2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee. **Residents wanting to transfer to another Site or Development must make application at the Site or Development the wanting to move to must be placed on Wait List as all other applicants and following the same eligibility/screening process as all other applicants.**
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

### B. Types of Transfers

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

- (a) Emergency Transfers are **mandatory** when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by MHA. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; or, based on threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood.

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

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

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

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

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

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

Category 2 transfers to correct occupancy standards will only be made if the family size is so large that the household members over age 4 would equal more than two persons per bedroom (underhoused). **These transfers are mandatory.**

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

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

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

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

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

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

#### C. Processing Transfers

1. A site based transfer waiting list will be administered by Site Office. Property Manager is responsible for submitting requests for transfer including necessary documentation to Director of Property Management for approval.

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

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Incentive Transfers, at a rate of (3) three transfers to each admission, when occupancy rates are above 95%.
- Category 3 Administrative Transfers at a rate of (5) five transfers to each admission. , When occupancy rates are above 95%.

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

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

4. Residents in a Category 2 under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list. Site Office will record transfer recommendations and forward to Director of Property Management for review.

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

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

7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 5 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

#### D. Good Record Requirement for Transfers

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

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

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

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

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

**E. Incentive Transfers**

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

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

2. Incentive transfers are Category 2 administrative transfers.

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

4. Denial of an Incentive Transfer is subject to the Grievance Procedure.

**F. Cost of Transfers**

1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the Property Manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by MHA. Transfers requested or required by MHA may be paid for or made by MHA.

2. The Landlord may provide movers for elderly and handicapped residents who are required to move as a result of being overhoused/underhoused.

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

**A. Eligibility for Continued Occupancy**

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

1. Qualify as a family as defined in Section XIII of this policy. (Note: For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.)
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, of any age, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 CFR § 5.508]
5. Who are in compliance with the MHA's 8 hour per month community service requirements (applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs).
6. The Recertification/Reexamination documents include a question asking whether the tenant or any member of the tenant's household is subject to a lifetime state sex offender registration program in any state. This information will be verified by using the Dru Sjodin National Sex Offender Database and this documentation will be maintained in the resident's file.
7. Reexaminations are done annually at each site for each resident. Notification of the reexam process must begin at least 120 days prior to the effective date of the reexam. Verifications must be dated within 60 days of the reexam or interim effective date. The anniversary date for each resident reexam to be effective is the date of move in.
8. Has an Annual Income (as defined in Section XII of this document) that does not exceed the income limits (maximum incomes by family size established by HUD) posted in MHA offices.

**B. Work Activity as a Condition of Continued Occupancy (See PIH 2011-33)**

Tenants of Powell Towers and Scattered Sites are subject to the following requirements as a condition of continued occupancy:

1. MHA shall require residents to engage in 20 hours per week of work activity, [Section XVI, 24 CFR 5.603 and the Social Security Act 42 USC 607(d)].
2. If tenant becomes unemployed or underemployed, MHA may relocate affected households to another public housing unit within its jurisdiction. The alternate unit must satisfy the household's occupancy needs including being of an equivalent size and with any needed accessibility features. However, if a tenant at one of these developments becomes unemployed or underemployed as a result of becoming disabled, the tenant must be allowed to remain at the development.
3. MHA shall give affected households a reasonable period of time to search for new employment, enroll in a job training program or in an economic self-sufficiency program. An economic self-sufficiency program is defined as any program designed to encourage, assist, train or facilitate economic independence of HUD-assisted families or to provide work for such families. [24 CFR 5.603(b)]
4. A family where the head, spouse, or sole member is employed shall meet the requirement for work activity. Households where the head and spouse, or sole member is age 62 or older, or is a person with disabilities would also be eligible to reside at developments where work activity is a condition of continued occupancy.

**C. Remaining Family Members and Prior Debt**

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

**D. Periodic Reexamination**

1. Regular reexaminations: MHA shall, at least once a year, re-examine the incomes of all resident families, except those paying Flat rents, for whom reexaminations of income will occur every three years. [24 CFR § 960.257]

2. Special Reexaminations: When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special reexamination(s). Special reexamination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

3. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income or low income of \$200 or less per month will have their circumstances examined every 30 days until they have income. Persons claiming zero income will also be asked to complete a family expense form. The form will ask residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items. Regular contributions towards these or other expenses will be calculated as income. (See also VII.F. Verifying Annual Income).

#### 5. Reexamination Procedures

- (a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
- (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder.
- (c) A credit check may be run at recertification to help detect any unreported earned income, and family members not reported on the lease See Section XII. Verification Standards and Enterprise Income Verification System (EIV). **[24 CFR §§ 960.257 & 259] EIV REPORT MUST BE DONE ON EACH RESIDENT AT REEXAMS. EIV REPORT MAY ALSO BE DONE AT OTHER TIMES DURING TENANCY.**
- (d) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the resident as a family or as the remaining member of a family;
  - (ii) Unit size required for the family (using the Occupancy Guidelines); and
  - (iii) Rent the family should pay.
- (e) Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
- (f) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. **[24 CFR Part 5]**
- (g) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. **[24 CFR § 966.4 (c)(2)]**

#### 6. Action Following Reexamination

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

**VIII. Interim Rent Adjustments: Fixed Rent System**

**A. Rent Adjustments**

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

INCOME CHANGE	MHA ACTION
(a) Decrease in income for any reason, except for decrease that lasts 30 days <sup>14</sup> . Increase in income following MHA granting of interim rent decrease.	MHA will process an interim reduction in rent if the income decrease will last more than 30 days. MHA will process an interim increase for income increases that follow interim rent reductions.
(b) Increase in earned income from the employment of a current household member.	MHA will either defer the increase to the next regular reexamination or, if the individual is eligible for an earned income disallowance, will grant the disallowance.
(c) Increase in unearned income (e.g. COLA adjustment for social security.)	MHA will defer the increase to the next regular reexamination.
(d) Increase in income because a person with income (from any source) joins the household.	MHA will process an interim increase in rent if the income change will last more than 30 days.

2. **Annual Income excluded (EID):** The entire amount of increased earned income is excluded for the first 12 months following the point when the employment begins, and 50-percent of the increased amount is excluded for the second 12 months after the beginning of employment. There is a maximum term for the combined full and 50-percent exclusion of 48 months beginning the month following the time of the first employment-related exclusion. If residents fail to report in a timely manner, the MHA may assume that they are still employed and that the exclusion period is still in effect. Note: See Section XII, B. 13.

3. MHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. MHA will simply make a note of the reported increase in the resident's file. MHA will process interim increases in rent in accordance with the information below: **[24 CFR § 960.257 (b)]**

4. **Interim Redetermination of Rent:** - Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. Tenant is required and agrees to report, in writing, the following specified changes in family income and composition within ten (10) calendar days of occurrence.

- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the HA in advance, and must qualify, the same as an applicant or any prospective new tenant.
- B. The starting of employment or receiving of unemployment benefits of the family head, spouse, or other wage earner eighteen (18) years of age or older, unless income qualifies for EID.
- C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period paid in a lump sum must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.

<sup>14</sup> Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.

- D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and redetermination of rent.
  - E. Errors of omission made at admission or re-examination shall be corrected by the HA. Retroactive payments will be made to the tenant if the error is in the tenant's favor.
  - F. A tenant who has had an income reduction/increase after initial occupancy or after annual re-examination must report all changes in income within ten (10) calendar days regardless of the amount or source.
5. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Property Manager.
6. MHA will process interim adjustments in rent in accordance with the following policy:
- (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.
  - (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
7. Residents granted a reduction in rent under these provisions may be required to report for special reexaminations at intervals determined by the MHA. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.

**B. Effective Date of Adjustments**

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

- 1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported and verified before the tenant accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
- 2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

**C. Failure to Report Accurate Information**

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

## IX. Lease Termination Procedures

### A. General Policy: Lease Termination

It is MHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations [24 CFR § 966.4 (l)(2)] and the lease terms.

### B. Notice Requirements

1. No resident shall be given a Notice of Lease Termination without being told by MHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.

Certain actions receive an expedited Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or MHA employees; and any drug-related criminal activity. [24 CFR § 966.4 (l)(3)]

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

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

4. HUD Notice, PIH 2006-23 Informs Public Housing Agencies of the passage of Violence Against Women Act (VAWA). Violence Against Women Act prohibits the eviction of, and removal of assistance from, certain persons living in public housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United State Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925).

### C. Recordkeeping Requirements

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

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

### D. Lease Term and Notice To Vacant

The term of this lease shall be one calendar year, renewed as stipulated in Part I of the Lease. If the tenant submits a "notice to vacate" to vacate the premise prior to the end of the term of the lease the notice must be given 30 days in advance of the tenant vacating. The lease can only be terminated on the last day of the 30 Day "Notice to Vacate." The tenant may vacate prior to the end of the 30 Day "Notice to Vacate," but the lease will still be in effect until the last day of the 30 Day "Notice to Vacate." Once vacated the MHA will take possession. No partial or pro-rated monthly payments will be refunded.

## X. Utilities

In certain of MHA's developments, residents may pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by MHA in consultation with an energy consultant and the utility supplier and reviewed by HUD. [24 CFR §§ 965 & 966.4 (b)(2)]

### A. Resident-Paid Utilities

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

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.

2. When a resident's Total Tenant Payment is less than the utility allowance, MHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the resident.
3. When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
5. Maintaining utility services and paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

**B. Excess Utility Charges**

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

## XI. Flat Rents

### **A. Flat Rents [24 CFR §960.253(b)]**

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998, and are based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the MHA could promptly lease the public housing unit after preparation for occupancy.. Accordingly, flat rents will vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents will be offered the choice of paying an income-based rent or the Flat rent. Tenants that select flat rents will not receive a utility allowance or reimbursement. Flat rents represent the actual market value of MHA's housing units. Accordingly, MHA will take the following information into account in developing its Flat rent Schedule:

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

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

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

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

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

## XII. Non-Smoking Policy

### A. General:

1. Accumulating evidence has shown environmental or second hand tobacco smoke increases the risk of cancer, heart disease, stroke, lung disease, and other health hazards for non-smokers as well as smokers. Smoking related fires are deadly and costly. Going smoke free eliminates the source of smoke related fires. MHA has a vital interest in maintaining a healthy and safe environment for its residents, employees, volunteers, and visitors while respecting individual choice. Consistent with these concerns and the Arkansas Clean Indoor Act, which became effective July 21, 2006, restricts smoking statewide; the following policy has been established to restrict smoking of tobacco, or any other weed or plant, and provide procedures for accommodating the preferences of both smokers and nonsmokers.
2. Smoking of tobacco products is prohibited in all building (exceptions below) owned or managed by MHA as well as within 50feet of entrance or exit, vehicles , and during some organized outdoor events on MHA property.

### B. Smoke Free Areas

1. Smoking is prohibited in or at:
  - Within 50 feet of any area where flammable materials are handled or stored, or where other significant fire hazard may exist
  - All enclosed buildings and facilities including apartments, offices, food service, venues, lavatories, and residence halls
  - Within 50 feet of building entrances and exits (when reasonable) and fresh air intake grills unless it is a specially designated smoking area
  - Partially or fully enclosed walkways, corridors, elevators
  - Vehicles owned, leased or rented by MHA
2. No smoking signs, or the international no-smoking symbol, will be posted at main entrances of all buildings.

### C. Smoking Permitted Areas

1. Smoking is permitted outdoors on MHA Property except during organized events which have been designated as "No Smoking". Individuals choosing to smoke outdoors must be 50 feet from doorways, open windows, enclosed walkways, and ventilation systems to prevent smoke from entering enclosed buildings and facilities, and to prevent public access from being denied to an individual with a respiratory medical condition.

### D. Education and Services for Smokers

1. In light of numerous adverse health effects associated with active smoking and with exposure to second hand smoke, MHA will provide educational services to residents, employees, and volunteers about the hazards of smoking and information and services on quitting smoking. In addition to consulting with their own health care providers, residents, employees and volunteers may get assistance from the following MHA Programs.
  - Residents and volunteers may contact the building Service Coordinator for information and programs on quitting smoking.
  - Employees should contact their health provider for assistance in smoking cessation and may also obtain information on programs from the same through the Services Coordinator.

### E. Cooperation and Compliance

- A. This policy relies on the mutual courtesy and cooperation of smokers and nonsmokers for success. It is the responsibility of all members of the MHA Community to observe the provisions of this policy on smoking. Complaints, concerns, or disputes regarding its implementation should be referred to the immediate supervisor for resolution. If a resolution cannot be reached, the matter will be referred by the supervisor to the appropriate Department head, Director of Public Housing for mediation. Should a resolution not be reached, it will then be referred to the Executive Director of the MHA

for resolution. Managers, Maintenance Foremen, and Directors are responsible for seeing that persons in their areas are informed and comply with this smoking policy. Those having difficulty complying with these restrictions are encouraged to seek assistance from the resources listed in Section D. Residents, employees and volunteers violating this policy are subject to disciplinary action. Any person who commits an unlawful act under the provisions of the Arkansas "Clean Indoor Air Act" shall be fined in an amount not less than ten dollars or more than twenty-five dollars for each violation.

**F. Disposal of Tobacco Waste**

- A. Anyone who chooses to smoke or use smokeless tobacco on MHA premises must discard the waste in an appropriate manner.

### XIII. Pet Policy

#### PET OWNERSHIP POLICY

##### A. Pet Rules

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Housing Authority. These rules do not apply to service or companion animals verified to be needed by a person with a documented disability who have a disability-related reason for needing an animal.

1. Common household pets as authorized by this policy means a domesticated animals, such as a cat, dog, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. Each resident family will be allowed to house only one (1) warm blooded animal at any time, one 10 gallon fish tank or one cage with up to 2 birds. Visiting guests with pets will not be allowed. Additional pets found in the premises will be removed at the owners expense.
3. Each resident must register his/her pet with the Authority BEFORE it is brought onto the Authority premises, and must update the registration annually at the annual re-examination of income. The registration will include: (Appendix 1)
  - Information sufficient to identify the pet and to demonstrate that it is a common household pet, including a picture;
  - A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law;
  - A signed agreement must be executed by an alternate caretaker (listing the name, address, and telephone number) who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
  - A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (Appendix 2)
  - The Authority may refuse to register a pet if:
    - 1) The pet is not a common household pet;
    - 2) The keeping of the pet would violate any applicable house pet rule;
    - 3) The pet owner fails to provide complete pet registration information;
    - 4) The pet owner fails to update the pet registration annually;
    - 5) The Authority reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
  - Financial ability to care for the pet will not be a reason for the Authority to refuse to register a pet.
  - The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
    - 1) State the reasons for refusing to register the pet;
    - 2) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy; and
    - 3) Be combined with a notice of a pet rule violation if appropriate.
4. Cats and dogs shall be limited to small breeds where total adult weight shall not exceed twenty five (25) pounds and total height at the shoulder shall not exceed eighteen (18) inches. The size limitations do not apply to service animals.
5. No chows, pit bulls, Dobermans, rottweilers, or any other known fighter breed will be allowed on the premises.
6. All cat and dog pets shall verified by veterinarian to be neutered or spayed, cost to be paid by the owner. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
7. In general occupancy developments, a non-refundable non-transferable pet fee of \$100 per bedroom in the pet owner's unit shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.
8. Pets shall be quartered in the Resident's unit.
9. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
10. No dog houses will be allowed on the premises.
11. Visiting guests with pets (other than service animals to assist visitors with disabilities) will not be allowed.
12. Pets (dogs and cats) must be kept in the resident's apartment and not allowed to be in public areas

without being on a leash. Pets must be kept in owner's arms when on the elevator, in the hallway or lobby area or high-rise buildings. The owner must prominently display rabies and license tags on the pet.

13. Owners shall clean up after pet after each time the animal eliminates.

14. Pets can be exercised in approved areas designated by the MHA.

15. Persons who own pets are recommended to purchase a personal liability policy; the resident may include this coverage in the Renters Insurance Policy. The tenant acknowledges by signing the lease agreement they are solely responsible for all personal and property damages caused by their pet. The coverage should be sufficient to protect the owner of damage caused by the pet to persons or property.

16. A non-transferable security deposit of \$150.00 is required to be held without interest, until such time as the owner moves out or until the pet is no longer with the resident. This deposit shall be applied against any and all damages caused by the pet or the owner's failure to clean up after the pet. This deposit will not be used to defray the cost of unrelated repairs.

17. Any pet determined to be dangerous or vicious as defined in the City of Little Rock Animal Service Code are prohibited from MHA property at all times.

18. Should the MHA have to exterminate a unit for fleas, ticks or other animal related pests, the cost of extermination shall be charged to the resident.

19. Prior to initial occupancy and annually thereafter, the pet owner must certify that the pet is housebroken or paper trained, and shall be responsible for cleaning up and proper disposal of pet waste daily inside the apartment and outside the building/unit. Pet waste will be put in a plastic bag and deposited in the dumpster. There will be a \$25.00 charge if this is not done.

20. No pet shall be allowed to make barking, whining, scratching or exhibit a threatening behavior that might disturb other residents or Housing Authority staff. The resident owning the pet will be asked to vacate or remove the pet from the premises if these conditions cannot be controlled.

21. Any applicable City and State Ordinances concerning pets will be complied with.

22. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner, other occupants of the Authority, or the pet, in accordance with paragraph B3 below.

23. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.

24. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.

25. Residents will not feed or water stray animals or wild animals.

26. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, etc.).

27. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

1. NOTICE OF PET RULE VIOLATION (Appendix 3): When the Authority determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the Authority will:

- Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
- serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;

2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;

3. The notice must state that the pet owner has ten (5) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted;

4. The notice must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting;

5. The notice must state that the pet owners' failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owners' lease.

6. PET RULE VIOLATION MEETING: If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).

- The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an understanding.
- The Authority may, as a result of the meeting, give the pet owner additional time to correct the

violation.

- Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.

7. NOTICE OF PET REMOVAL: If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph B.3 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);
- State the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

8. INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY: The Authority will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above;
- The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations,
- Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all cases.

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Authority may:

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request the removal of the pet at the owners expense;
- If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in C.1.b above will be followed; and
- If none of the above actions produce results, the Authority may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charged to the pet owner.

Nothing in this policy prohibits the Authority or the Appropriate City Authority from requiring the removal of any pet from the Authority property. If the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of the Authority property or of other persons in the community where the project is located.

#### E. APPLICATION OF RULES

1 Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the financial obligation of the pet owner.

2 All pet rules apply to resident and/or resident's guests.

#### III. PET AGREEMENT

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.

2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the Authority's pet Policy or this Agreement.

3. Pet Fee. The Pet Fee will be \$100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge.

- If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.

- This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.
4. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
5. Description of Pet. You may keep only one pet as described below. The pet may not exceed eighteen (18) inches in height at the shoulder and twenty five (25) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

#### XIV. Violence Against Women Act (VAWA)

Metropolitan Housing Alliance, Notice of Occupancy Rights Under the Violence Against Women Act 17. To All Tenants and Prospective Tenants, The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking, regardless of sex, gender identity, sexual orientation, or age. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that the Public Housing Program for MHA Program is in compliance with VAWA. This notice explains your rights under VAWA. Attached to this notice is a copy of HUD's VAWA regulations. Also attached is a HUD-approved certification form for documenting an incident of domestic violence, dating violence, sexual assault, or stalking for a tenant who seeks the protections of VAWA as provided in this notice of occupancy rights and in HUD's regulations.

This rule amended HUD's regulations to fully implement the requirements of the Violence Against Women Act (VAWA) as reauthorized in 2013 under the Violence Against Women Reauthorization Act of 2013 (VAWA 2013). VAWA 2013 provides enhanced statutory protections for victims of domestic violence, dating violence, sexual assault, and stalking. VAWA 2013 also expands VAWA protections to HUD programs beyond HUD's public housing and Section 8 programs, which were covered by the reauthorization of VAWA in 2005 (VAWA 2005). In addition to proposing regulatory amendments to fully implement VAWA 2013,

MHA shall attach to its lease to be signed by the tenant and MHA the Lease Addendum VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2013.

#### XV. Definitions of Terms Used in This Statement of Policies

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

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

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. [24 CFR § 8.21]

3. 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. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & § 40.3.5]

4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3 & § 40.3]

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

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

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

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

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

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

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

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

13. Designated Family - means the category of family for whom MHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (PL 96-120)

14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.

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

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

17. Displacement Preference - An admissions preference awarded to applicants can verify that they are or will be displaced by a natural disaster declared by the President of the United States, or by governmental action (e.g. an eminent domain condemnation, code enforcement action, etc.).

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

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

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

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

22. Family - The applicant must qualify as a family. (24 CFR §5.403) A "family" may be:

- A single person or a group of persons.
- A single person family may be:
  - An elderly person
  - A displaced person
  - A person with a disability
  - Any other single person
- A family with or without a child or children.
- A group of persons consisting of two or more elderly persons or disabled persons living together.
- One or more elderly or disabled persons living with one or more live-in aides.
- Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.

The MHA determines if any other group of persons qualifies as a "family". A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A child or children is a member of the family by natural birth, adoption, or legal guardianship.

Live-in Aides (Definition #27) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

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

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

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

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

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

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

- (a) A physical or mental impairment that:
  - Substantially limits one or more major life activities;
  - Has a record of such an impairment;
  - Or is regarded as having such impairment.
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- (c) Definitional elements:

"Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

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

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

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

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

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

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

NOTE: A person would be covered under the first item if MHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover

persons who are denied the services or benefits of MHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

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

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

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

MHA policy on Live-in Aides stipulates that:

- (a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- (c) Live-in Aides have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- (e) A Live-in aide is a single person.
- (f) A Live-in Aide will be required to meet MHA's screening requirements with respect to past behavior especially:  
A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;  
Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and  
A record of eviction from housing or termination from residential programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

35. Person with disabilities<sup>15</sup> (42 USC 1437a(b)(3)) means a person<sup>16</sup> who —

- (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
- (b) Has a physical or mental impairment that:
  - Is expected to be of long continued and indefinite duration;
  - Substantially impedes his/her ability to live independently; and,
  - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001 (5)].

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

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

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

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

39. Scattered Sites- Those sites owned and managed by MHA, other than Parris Towers, Powell Towers, Cumberland Towers, and Sunset Terrace, are collectively known as "Scattered Sites."

---

<sup>15</sup> NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]

<sup>16</sup> A person with disabilities may be a child.

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

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

42. Tenant Rent - The amount payable monthly by the Family as rent to MHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the MHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance (24 CFR § 5.603).

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

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays any of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. (24 CFR §5.613) See the definition for Tenant Rent.

44. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. The standards are set forth in **Appendix A to 24 CFR Part 40. See cross-reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).**

45. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility (24 CFR § 965.502).

46 Utility Reimbursement – Funds are reimbursed to the tenant, if the utility allowance exceeds the Total Tenant Payment. Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

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

48. Work Activity- As used in this Section VII, the term “work activities” means—

- (a) unsubsidized employment;
  - (b) subsidized private sector employment;
  - (c) subsidized public sector employment;
  - (d) work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - (d) on-the-job training;
  - (e) job search and job readiness assistance;
  - (f) community service programs;
  - (g) vocational educational training (not to exceed 12 months with respect to any individual);
  - (h) job skills training directly related to employment;
  - (i) education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
  - (j) satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
  - (k) the provision of child care services to an individual who is participating in a community service program.
- [24 CFR 5.603 & 42 USC 607(d)]

49. Working Family Preference: An admissions preference granted when:

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

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

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

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

(iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work. **[Required, 24 CFR 960.206; 24 CFR 5.105(a)]**

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

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

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment I**

**Housing Choice Voucher Plan  
("Admin Plan")**

**ADMINISTRATIVE PLAN  
FOR THE  
SECTION 8 VOUCHER PROGRAMS**



*Approved by HUD* \_\_\_\_\_

**TABLE OF CONTENTS**

**Chapter 1**

**STATEMENT OF POLICIES AND OBJECTIVES**

A. HOUSING AUTHORITY MISSION STATEMENT .....  
1

B. LOCAL GOALS .....  
1

C. PURPOSE OF THE ADMINISTRATIVE PLAN .....  
1

D. RULES AND REGULATIONS .....  
2

E. UNRESTRICTED NET ASSETS.....  
2

F. FAIR HOUSING POLICY.....  
2

G. REASONABLE ACCOMMODATIONS POLICY.....  
3

H. PRIVACY RIGHTS .....  
4

L. OUTREACH.....  
5

**Chapter 2**

**ELIGIBILITY FOR ADMISSIONS**

A. ELIGIBILITY FACTORS.....  
7

B. FAMILY COMPOSITION .....  
7

C.	MANDATORY SOCIAL SECURITY NUMBERS.....	7
D.	OTHER CRITERIA FOR ADMISSIONS .....	8
E.	TENANT SCREENING .....	8
F.	ILLEGAL DISCRIMINATION .....	8
G.	CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT .....	8

**Chapter 3**

**APPLYING FOR ADMISSION**

A.	OVERVIEW OF THE APPLICATION TAKING PROCESS .....	9
B.	OPENING/CLOSING OF APPLICATION TAKING .....	9
C.	"INITIAL" APPLICATION PROCEDURES .....	10
D.	APPLICANT STATUS WHILE ON WAITING LIST .....	11
E.	COMPLETION OF A FULL APPLICATION .....	11

**Chapter 4**

**ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST**

A.	WAITING LIST .....	13
B.	ORDER OF SELECTION .....	13
C.	LOCAL PREFERENCES .....	13
D.	INCOME TARGETING .....	15
E.	REMOVAL FROM WAITING LIST AND PURGING .....	15
F.	SPECIAL ADMISSIONS .....	16

**Chapter 5  
SUBSIDY STANDARDS**

A.	DETERMINING FAMILY UNIT (VOUCHER) SIZE .....	16
----	--	----

**Chapter 6  
FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION**

A.	MINIMUM RENT .....	19
B.	DEFINITION OF TEMPORARY /PERMANENT ABSENCE FROM UNIT .....	21
C.	VISITORS AND REPORTING ADDITIONS .....	24
D.	AVERAGING INCOME .....	25

**Chapter 7**  
**VOUCHER ISSUANCE AND BRIEFINGS**

A. ISSUANCE OF  
VOUCHERS .....  
26

B. BRIEFING TYPES AND REQUIRED  
ATTENDANCE .....  
26

C. TERM OF  
VOUCHER.....  
26

D. FAMILY  
DISSOLUTION .....  
27

E. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF  
VOUCHER.....  
28

**Chapter 8**  
**HOUSING QUALITY STANDARDS AND INSPECTIONS**

A. TYPES OF  
INSPECTIONS .....  
29

**Chapter 9**  
**OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS**

A. RENT TO OWNER: REASONABLE  
RENT .....  
32

B. RENT INCREASE  
REQUESTS.....  
32

B. PAYMENT STANDARDS FOR THE VOUCHER  
PROGRAM .....  
32

**Chapter 10**

**RECERTIFICATIONS**

- A. FAILURE TO RESPOND TO NOTIFICATION .....  
35
- B. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) .....  
35

**Chapter 11**

**MOVES WITH CONTINUED ASSISTANCE/PORTABILITY**

- A. RESTRICTIONS ON MOVES.....  
36
- B. PROCEDURE FOR MOVES.....  
36
- C. PORTABILITY .....  
36

**Chapter 12**

**DENIAL OR TERMINATION OF ASSISTANCE**

- A. GROUNDS FOR DENIAL/TERMINATION .....  
377
- B. NOTICE OF DENIAL/TERMINATION .....  
40
- C. DISAPPROVAL OF OWNER.....  
41

**Chapter 13**

**OWNER OR FAMILY DEBTS TO MHA**

- A. PAYMENT AGREEMENT FOR FAMILIES .....  
43
- B. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION.....  
44

C.	GUIDELINES FOR PAYMENT AGREEMENTS.....	44
D.	OWNER DEBTS TO MHA.....	45
E.	OTHER REQUIREMENTS.....	45

**Chapter 14**  
**COMPLAINTS AND APPEALS**

A.	COMPLAINTS TO MHA.....	46
B.	INFORMAL REVIEW PROCEDURES FOR APPLICANTS .....	46
C.	INFORMAL HEARING PROCEDURES .....	46
D.	HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS .....	48

**GLOSSARY**

A.	ACRONYMS USED IN SUBSIDIZED HOUSING .....	50
B.	GLOSSARY OF TERMS IN SUBSIDIZED HOUSING .....	52
C.	GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE .....	67

**ADDENDUMS**

ADDENDUM “A” – HOMEOWNERSHIP PLAN .....70  
ADDENDUM “B” – STUDENT RULE .....96  
ADDENDUM “C” - VIOLENCE AGAINST WOMEN ACT (VAWA).....98

## Chapter 1

### STATEMENT OF POLICIES AND OBJECTIVES

#### **A. HOUSING AUTHORITY MISSION STATEMENT**

The mission of MHA 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.

#### **B. LOCAL GOALS**

Program and agency goals are available for review in MHA's Agency Plan.

#### **C. PURPOSE OF THE ADMINISTRATIVE PLAN [24 CFR 982.54]**

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program was implemented on 10/1/99, and all certificates and vouchers were to be converted no later than 10-01-02.

MHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. MHA will revise this Administrative Plan as needed to comply with changes in HUD regulations. The Plan and any changes must be approved by the Board of Commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

This Administrative Plan is a supporting document to MHA Agency Plan, and is available for public review as required by CFR 24 Part 903.

Applicable regulations include:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

**D. RULES AND REGULATIONS** [24 CFR 982.52]

This Administrative Plan is set forth to define MHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law. The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

Local rules that are made part of this Plan are intended to promote local housing objectives consistent with the intent of the federal housing legislation.

**E. UNRESTRICTED NET ASSETS** [24 CFR 982.54(d)(21); PIH 2011-27]

Expenditures beyond normal operating costs using the Unrestricted Net Assets (Administrative Fee Reserve; Operating Reserve) for allowable purposes will be made in accordance with approval of MHA Board of Commissioners and in accordance with the approved budget.

**F. FAIR HOUSING POLICY** [24 CFR 982.54(d)(6)]

It is the policy of MHA 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.

MHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, MHA will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at MHA office.

All MHA staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout MHA office/s, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials.

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 MHA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

MHA's office(s) are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the local telephone service provider.

#### **G. REASONABLE ACCOMMODATIONS POLICY [24 CFR 100.202]**

It is the policy of MHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his/her disability before MHA will treat him/her differently than anyone else. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with MHA, when MHA initiates contact with a family including when a family applies, and when appointment of any kind are scheduled or rescheduled.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

- 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 an impairment.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, MHA will require that a professional third party competent to make the assessments provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If MHA finds that the requested accommodation creates an undue administrative or financial burden, MHA will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of MHA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on MHA. .

MHA will provide a written decision to the person requesting the accommodation within a reasonable time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review MHA's decision.

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 the permission of the person with the disability.

All MHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

### **Applying for Admission**

All persons who wish to apply for any of MHA's programs must submit a pre-application in accordance with Chapter 3 of this plan. Applications will be made available in an accessible format upon request from a person with a disability.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

## **H. PRIVACY RIGHTS** *[24 CFR 982.551 and 24 CFR 5.212]*

Applicants and participants, including all adults in each household are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/PHA will release family information.

MHA'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" or returned to the family member after its use. The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Executive Director's designee.

MHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

MHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will be handled in accordance with MHA's personnel policies.

## **I. OUTREACH**

### **Outreach to Families**

MHA will publicize and disseminate information to the public and community service providers to make known the availability of housing assistance and related services for income eligible families on a regular basis.

#### **Owner Outreach** [24 CFR 982.54(d)(5)]

MHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. Printed material is offered to acquaint owners and managers with the opportunities available under the program.

MHA encourages participation and will actively recruit property owners of suitable units located outside areas of poverty or minority concentration. Periodically, MHA evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more-choice and better housing opportunities to families.

MHA maintains a list of units located in all neighborhoods that are available for the Section 8 Program and updates this list regularly. When listings from owners are received, they will be compiled by bedroom size and will be provided at MHA offices and at briefings to applicants/participants looking for rental units.

To improve owner relations, recruit new owners, and keep owners informed of program-specific legislative changes, MHA conducts periodic meetings with participating owners, initiates personal contact through formal and informal discussions and meetings, and

actively participates in community based organization(s) comprised of private property and apartment owners and managers.

### **Other Outreach**

MHA recognizes that in order to more effectively complete its mission, it must rely on the cooperation and collaboration with community service providers, employers, welfare agencies and others. MHA endeavors to create effective working relationships between its staff and other agencies and local employers by establishing personal contacts, participating in meetings or other means to disseminate information about MHA's programs and objectives, and promptly responding (as appropriate) to other agencies' verification of MHAs housing assistance programs.

Through its proactive outreach efforts and mutual understanding, MHA believes the quality and timeliness of requests for information/verifications from others will be improved, and that MHA program participants will be more fully informed of economic self-sufficiency programs and opportunities available throughout the community.

## Chapter 2

### ELIGIBILITY FOR ADMISSION

*[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]*

#### **A. ELIGIBILITY FACTORS** *[982.201(b)]*

To be eligible for participation and placement on the waiting list, an applicant must meet the following criteria:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits
- An applicant must furnish
  - Social Security Numbers for all family members.
  - Declaration of Citizenship or Eligible Immigrant Status and verification where required.
    - At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before MHA may provide any financial assistance.
    - Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher, unless MHA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.
- An applicant must meet the student rule. See Addendum B

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

#### **B. FAMILY COMPOSITION** *[24 CFR 982.201(c)]*

A "family" may be a single person or a group of persons in which the head of household or spouse is at least 18 years of age or an emancipated minor under State law.

#### **C. MANDATORY SOCIAL SECURITY NUMBERS** *[24 CFR 5.216, 5.218, 5.233]*

Applicant families determined otherwise eligible but who have failed to disclose or provide verification of SSN at the time of eligibility determination, may maintain their position on the waiting list for up to 90 days.

Applicants for Section 8 Moderate Rehab Single-Room Occupancy (SRO), may be admitted without providing the requested documentation, but must provide it within 90 days of admission. MHA may provide an extension of an additional 90 days at its discretion.

**D. OTHER CRITERIA FOR ADMISSIONS** [24 CFR 982.552(b)]

(See Denial/Termination of Assistance chapter of this Administrative Plan)

**E. TENANT SCREENING** [24 CFR 982.307]

MHA will conduct HUD required screening for eligibility purposes only. MHA **will not** screen family behavior or suitability for tenancy. MHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

**Information to Prospective Owners**

The owner is responsible for screening and selection of the family to occupy the owner's unit.

MHA is required to give all prospective owners a family's current and prior addresses and the names and addresses of owners at the family's current and prior addresses. The same types of information will be given to all families and to all owners.

**F. ILLEGAL DISCRIMINATION**

MHA will advise families how to file a complaint if they have been discriminated against by an owner. MHA will advise the family to make a Fair Housing complaint. The PHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

**G. CHANGES IN ELIGIBILITY PRIOR TO LEASING**

Changes that occur during the period between issuance of a voucher and the execution of the HAP Contract may affect the family's eligibility or share of the rental payment.

## Chapter 3

### APPLYING FOR ADMISSION

[24 CFR 982.204]

#### **A. OVERVIEW OF THE APPLICATION TAKING PROCESS**

Families who wish to apply for any one of MHA's programs must complete an on-line electronic pre-application form when the waiting list is open. Applications will be made available in an accessible format upon request from a person with a disability.

The application process will involve two phases. The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.

The pre-application is electronically dated, time-stamped, and maintained until such time as it is needed for processing eligibility. The pre-application establishes the family's date and time of application and preference claimed for placement order on the waiting list.

The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the waiting list. At this time MHA ensures that verification of all HUD and MHA eligibility factors are current in order to determine the family's eligibility for the issuance of a voucher.

#### **B. OPENING/CLOSING OF APPLICATION TAKING**

[24 CFR 982.206, 982.54(d)(1)]

##### **Opening the Waiting List**

When MHA opens the waiting list, MHA will advertise through public notice, the availability and nature of housing assistance for income eligible families in newspapers, minority publications, other media entities, and by other suitable means.

Information provided in the notice will include:

- The dates, times, and the locations where families may apply.
- The program(s) for which applications will be taken.
- A brief description of the program(s).
- Limitations, if any, on who may apply.
- Closing date of the waiting list.
- MHA address and telephone number.

- Instructions for how to submit an application
- Information on eligibility requirements.
- The availability of local preferences.

When the waiting list is open:

- Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

### **Closing the Waiting List**

MHA will announce the closing of the waiting list by public notice.

- MHA may stop accepting applications if there are enough applicants to fill anticipated openings for the next 12 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

### **C. "INITIAL" APPLICATION PROCEDURES [24 CFR 982.204(b)]**

MHA will provide the pre-application form on-line electronically when the waiting list is open. Pre-applications will be made available in an accessible format upon request from a person with a disability

Translations will be provided for non-English speaking applicants by appropriate community agencies.

The purpose of the pre-application is to permit MHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application will contain at least the following information:

- **Applicant name**
- **Date and time of application**
- **Qualification for any local preference**
- **Racial or ethnic designation of the head of household**
- **Annual (gross) family income**

MHA **will not**:

- Accept duplicate applications, including applications from a segment of an applicant household.

- Place ineligible families on the waiting list.
- Conduct eligibility interviews during the opening period.
- Verify the information on the pre-application until the applicant has been selected for final eligibility determination.

Final eligibility will be determined when the full application process is completed and all information is verified.

#### **D. APPLICANT STATUS WHILE ON WAITING LIST [CFR 982.204]**

Applicants are required to inform MHA in writing of changes in address. Applicants are also required to respond to requests from MHA to update information on their application and to determine their interest in assistance. Applicants who do not respond will be removed from the waiting list.

If the family is determined to be ineligible based on the information provided in the pre-application, MHA will provide written notification to the family stating the reason(s) and informing them of their right to an informal review.

#### **E. COMPLETION OF A FULL APPLICATION**

The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list and the order of selection from the waiting list.

After the preference is verified, when MHA is ready to select applicants, applicants will be required to:

- Complete a full application
- Participate in an interview with MHA staff to review the information on the full application form.

MHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other MHA services or programs which may be available.

The head of household is required to attend the scheduled interview appointment. If an applicant fails to appear for a scheduled appointment, it is the applicant's responsibility to contact MHA within 10 days to schedule a second appointment. Failure to appear for the interview appointment without prior approval of MHA, failure to reschedule, or missing

two scheduled appointment, will result in denial of the family's application unless the family can provide acceptable documentation within 10 days to MHA that an emergency circumstance beyond their control prevented them from meeting this requirement.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See "Complaints and Appeals "chapter.)

All adult members must sign the HUD Form 9886, Release of Information, the declarations and consents related to citizenship/immigration status and any other documents required by MHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by MHA.

Every adult household member must sign a consent form to release criminal conviction records and to allow MHA to receive records and use them in accordance with HUD regulations.

If MHA determines at or after the interview that additional information or document(s) are needed, MHA will request the document(s) or information in writing. The family will be given **10** days to supply the information.

## **Chapter 4**

### **ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST**

*[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]*

**A. WAITING LIST** [24 CFR 982.204]

MHA uses a single waiting list for admission to its Section 8 tenant-based assistance program.

Except for Special Admissions, applicants will be selected from MHA waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

**B. ORDER OF SELECTION** [24 CFR 982.207(e)]

MHA will select applicants from the current waiting until it is exhausted, before selecting applicants from a new updated waiting list developed as a result of a new opening period.

Applicants will be ordered on the waiting list by separating the applicants into groups based on preferences and ranking applicants within each group by date and time of application. Applicants without a preference will be ordered by date and time of application, after applicants in preference groups.

Among applicants with equal preference status, the waiting list will be organized by date and time.

Applicants will be selected from the waiting list in order of preference claimed, date and time. Applicants claiming no preference will be selected in order of date and time after all applicants claiming a preference have been selected.

**Change in Circumstances**

When an applicant claims an additional preference or a preference previously claimed no longer applies, the applicant will be placed on the waiting list in the appropriate order determined by the change in preference.

**C. LOCAL PREFERENCES** [24 CFR 982.207]

MHA uses the following local preference:

- Working preference. Families whose Head of Household is a permanent full or part time employee or who are active participants in accredited educational and training programs designed to prepare the individual for the job market. This preference is automatically extended to elderly /disabled families or families whose head or spouse is receiving income based on their inability to work.

Homeless preference: Individuals or families experiencing homelessness who are referred by a partnering homeless service organization.

***This preference is restricted to families who have been referred by an approved agency.***

The number of families that qualify for a homeless preference is limited to 100 families and may vary based voucher availability. MHA may leave the waiting list open only for the population qualified for the homeless preference while keeping it closed for all other applicants. All referrals are subject to MHA's waiting list screening criteria. [PIH 2013-15 (HA)] {Agency Referral Application Procedure}

PIH Definition of Homeless:

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low- income individuals); or
- An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

Additionally, any individual or family who:

- Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- Has no other residence; and
- Lacks the resources or support networks, e.g., family, friends, and faith- based or other social networks, to obtain other permanent housing.

**Final Verification of Preferences [24 CFR 982.207]**

At the time the applicant is selected from the waiting list, MHA will obtain necessary verifications to determine whether the applicant is eligible for the preference.

**Preference Denial [24 CFR 982.207]**

If MHA denies a preference, MHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review

(See Complaints and Appeals Chapter). If the preference denial is upheld as a result of the informal review, or the applicant does not request an informal review, the applicant will be placed on the waiting list without benefit of the preference.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list.

#### **D. INCOME TARGETING**

To meet HUD's income targeting objectives, at least 75% of all new admissions annually will have an income at or below the extremely low income limit which is 30% of the area medium income unless MHA obtains a percentage waiver from HUD.

MHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement, regardless of preference.

If the family's verified annual income, at final eligibility determination, does not fall under the Extremely Low Income limit and the family was selected for income targeting purposes before applicants with a higher preference, the family will be returned to the waiting list.

MHA income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

MHA is also exempted from this requirement where MHA is providing assistance to low income or moderate income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out. MHA will follow the fungibility threshold limitations as set forth in QHWRA legislation. The discretion by MHA to exercise the fungibility provision is also reflected in MHA's Public Housing Admissions and Continued Occupancy Policy.

#### **E. REMOVAL FROM WAITING LIST AND PURGING** [24 CFR 982.204(c)]

The Waiting List will be purged by a mailing to all applicants to ensure that the waiting list is current and accurate.

Any mailings to the applicant which require a response will state that failure to respond within 14 days will result in the applicant's name being dropped from the waiting list.

If the applicant did not respond to MHA request for information or updates because of a family member's disability, MHA will reinstate the applicant in the family's former position on the waiting list.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

**F. SPECIAL ADMISSIONS** [24 CFR 982.54(d)(e), 982.203]

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for a family meeting the targeted funding criteria. Preferences are not used for special admissions. Families are selected based on the date and time in which they were placed on the waiting list.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes in the automated system. MHA administers the following "Targeted" Programs:

- VASH
- Family Unification Program
- VOA
- Section 8 Moderate Rehabilitation
- Arkansas Cares
- CATCH
- Goodwill
- Homeownership

## Chapter 5

### SUBSIDY STANDARDS

[24 CFR 982.54(d)(9)]

#### **A. DETERMINING FAMILY UNIT (VOUCHER) SIZE** [24 CFR 982.402]

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements. For subsidy standards, an adult is a person 18 years old or older.

Generally, the PHA assigns one bedroom for two people to meet HUD's requirement to provide for the smallest number of bedrooms without overcrowding. However, MHA may consider factors such as family characteristics including sex, age, or relationships within the following guidelines:

- One bedroom will be allowed for every two household members of the same sex, unless they are more than 10 years apart in age.
- One bedroom will be allowed for the Head of Household and spouse, and/or adults who have a spousal relationship/unmarried partners.
- One bedroom will be allowed for every two children age 5 and under regardless of gender.
- A dependent away at school, which lives with the family during school recesses, qualifies under this provision.
- One bedroom will be allowed for live-in aides. No additional bedrooms are provided for the aide's family.
- No bedrooms will be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.
- An unborn child is considered a family member regardless of family size.
- Single person families shall be allocated one bedroom.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented. The utility allowance and payment standard used in the rent calculation will be the lesser of the voucher size and the actual unit size.

### Guidelines for Voucher and HQS Size

Voucher BR Size	Number of Persons in Household		
	Minimum	Maximum	HQS Maximum (See letter C below)
0 BR	1	1	1
1 BR	1	4	4
2 BR	2	6	6
3 BR	3	8	8
4 BR	6	10	10
5 BR	8	12	12

#### **PHA Error**

If MHA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size. If the original voucher size was smaller than what the family should have received and:

- The family has already moved into a unit, the family may elect to move after their current lease term is complete. The family may elect to stay in the current unit if they are not over crowded based on HQS space standards.
- If the family has not moved into a unit when the error is identified, the voucher size will be adjusted and the family will be advised of its new shopping range using the correct payment standard.

If the original voucher size was bigger than what the family should have received and:

- The family has already moved into a unit, MHA will advise the family that the payment standard will be adjusted at the next annual reexamination and the impact on its subsidy as a result of the adjustment. The family may elect to stay in the current unit if they can afford the increase in family share, or the family can request to move; or
- If the family has not moved into a unit when the error is identified, the voucher size will be adjusted and the family will be advised of its new shopping range using the correct payment standard.

#### **Under-housed and Over-housed Families**

Under-housed. If a unit does not meet HQS space standards due to an increase in family size (unit too small), MHA will issue a new voucher of the appropriate size.

MHA will also notify the family of the circumstances under which an exception will be granted, such as:

- If a family with a disability is under housed in an accessible unit.
- If a family requires the additional bedroom because of a health problem which has been verified by MHA.

Over-housed: When family members are removed from the household between annual reexaminations, MHA will adjust the voucher size at the time of the change and will adjust the payment standard at the next annual reexamination. At the time of the next annual reexamination, or if the family decides to move prior to the annual reexamination, MHA will adjust the payment standard and advise the family of the impact on its subsidy. The family may elect to stay in the current unit if they determine they can afford the increased family share when the new payment standard becomes effective, or the family can request to move.

## Chapter 6

### FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

*[24 CFR Part 5, Subparts E and F; 982.153, 982.551]*

#### **A. MINIMUM RENT** *[24 CFR 5.616]*

"Minimum rent". is **\$50**. Minimum rent refers to the minimum Total Tenant Payment (TTP) and includes the combined amount a family pays towards rent and/or utilities when it is applied.

#### **Hardship Requests for an Exception to Minimum Rent**

MHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. MHA will review all relevant circumstances brought to MHA's attention regarding financial hardship as it applies to the minimum rent. The following section states MHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed. (24 CFR 5.630)

#### **Criteria for Hardship Exception**

In order for a family to qualify for a hardship exception, the family's circumstances must fall under one of the following HUD hardship criteria:

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
- 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, death in the family, or other circumstances as determined by MHA or HUD

#### **Temporary Hardship**

If MHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

A temporary hardship is a hardship lasting less than 90 days. A loss of employment is considered a temporary hardship unless the loss is due to a medical reason. The duration of hardships due to a loss of employment caused by a medical reason will be subject to MHA review to determine whether the hardship is temporary or long-term. A temporary hardship cannot be renewed after the initial 90 days based solely on the initial hardship situation. MHA will execute a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See "Owner and Family Debts to MHA" chapter for Repayment agreement policy).

### **Long-Term Duration Hardships** [24 CFR 5.616(c)(3)]

If MHA determines that there is a qualifying long-term financial hardship, MHA will exempt the family from the minimum rent requirements for a period up to 12 months and can be renewed as long as the hardship continues. All hardship renewals must be requested in writing using the minimum rent waiver form. Renewals are subject to MHA review and approval. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

## **B. DEFINITION OF TEMPORARY /PERMANENT ABSENCE FROM UNIT**

[24 CFR 982.54(d)(10), 982.551]

MHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, MHA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

"Temporarily absent" is defined as away from the unit for more than 30 days but less than 60 days.

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. MHA will evaluate absences from the unit using this policy.

### **Absence of Any Member**

Any member of the household will be considered permanently absent if s/he is away from the unit for 2 consecutive months or 90 days in a twelve month period except as otherwise provided in this Chapter.

If a member of the household is subject to a court order that restricts him/her from the home for more than 2 months, the person will be considered permanently absent.

### **Absence due to Medical Reasons**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, MHA 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.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with MHA "Absence of Entire Family" policy.

### **Absence Due to Full-time Student Status**

Full time students who attend school away from the home will be treated in the following manner:

- A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size.
- If the student is included as a family member, the first \$480 of the student's earned income will be counted. The family will also receive a dependent deduction for \$480 and the inclusion in the voucher size determination.

### **Absence due to Incarceration**

If the sole member is incarcerated for more than 60 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 or more than 180 days in a twelve month period.

MHA will determine if the reason for incarceration is a violation of family obligations or program requirements.

### **Absence of Children due to Placement in Foster Care**

If the family includes a child or children temporarily absent from the home due to placement in foster care, MHA 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 3 of months from the date of removal of the child/ren and/or all children are removed from the home permanently, the voucher size will be reduced in accordance with MHA's subsidy standards.

## **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, MHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

*“Absence” means that no family member is residing in the unit.*

Families are required both to notify MHA before they move out of a unit and to give MHA information about any family absence from the unit.

Families must notify MHA if they are going to be absent from the unit for more than 30 consecutive days. If the entire family is absent from the assisted unit for more than 60 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

If it is determined that the family is absent from the unit, MHA will continue assistance payments for a maximum of 2 months.

In order to determine if the family is absent from the unit, MHA may:

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with the post office
- Other means as determined necessary.

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive days limit.

If the absence which resulted in termination of assistance was due to a person's disability, and MHA can verify that the person was unable to notify MHA in accordance with the family's responsibilities, and if funding is available, MHA may reinstate the family as an accommodation if requested by the family.

## **Caretaker for Children**

If neither parent remains in the household nor 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, MHA will treat that adult as a visitor for the first 60 days. .

If by the end of that period, court-awarded custody or guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, MHA will review the status at 30 day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, MHA will secure verification from social services staff or the attorney as to the status.

If custody is awarded for a limited time in excess of stated period, MHA will state in writing that the transfer of the Voucher is for that limited time or as long as the caretaker has custody of the children. MHA will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children.

The caretaker will be allowed to remain in the unit as a visitor until a determination of custody is made.

MHA 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 60 days and it is reasonable to expect that custody will be granted.

When MHA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. MHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

### **Reporting Absences to MHA**

Reporting changes in household composition is both a HUD and a MHA requirement. If a family member leaves the household, the family must report this change to MHA, in writing, within 30 days of the change and certify as to whether the member is temporarily absent or permanently absent. MHA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

## **C. VISITORS AND REPORTING ADDITIONS**

### **Visitors**

Any adult not included on the HUD 50058 who has been in the unit more than 14 consecutive days without MHA approval will be considered to be living in the unit as an unauthorized household member.

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 51% of the year, the minor will be considered to be an eligible visitor and not a family member.

### **Reporting Additions to Owner and MHA**

Reporting changes in household composition to MHA is both a HUD and a MHA requirement.

The family must request prior approval of additional household members in writing. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations.

If the family does not obtain prior written approval from MHA, any person the family has permitted to move in will be considered an unauthorized household member. Permitting an unauthorized household member is a violation of the Family Obligations and may result in loss of assistance.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to MHA in writing within 10 days of the maximum allowable time.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

MHA may take into consideration, the impact on the family's voucher size and HQS occupancy standards, when the family requests to add an additional adult other than through marriage.

### **D. AVERAGING INCOME**

When annual income cannot be anticipated for a full twelve months, MHA may:

- Average known sources of income that vary to compute an annual income; or
- Annualize current income and conduct an interim reexamination if income changes.

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 as to reduce the number of interim adjustments.

The method used depends on the regularity, source and type of income.

## Chapter 7

### **VOUCHER ISSUANCE AND BRIEFINGS**

*[24 CFR 982.301, 982.302]*

#### **A. ISSUANCE OF VOUCHERS** *[24 CFR 982.204(d), 982.54(d)(2)]*

When funding is available, MHA will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that MHA maximizes available funding while leasing as close as possible to 100 percent of allocated vouchers. MHA will monitor both funding and unit utilization monthly, using HUD's forecasting tool and/or internally developed tools to determine whether applications can be processed and the number of vouchers that can be issued/over-issued to maximize leasing

MHA may over-issue vouchers only to the extent necessary to meet leasing goals. All vouchers which are over-issued must be honored. If MHA finds it is over-leased, it must adjust future issuance of vouchers in order not to exceed the ACC budget limitations over the fiscal year.

#### **B. BRIEFING TYPES AND REQUIRED ATTENDANCE** *[24 CFR 982.301]*

##### **Initial Applicant Briefing**

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance.

MHA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher.

#### **C. TERM OF VOUCHER** *[24 CFR 982.303, 982.54(d)(11)]*

During the briefing session, each household will be issued a voucher which represents a contractual agreement between MHA 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. The voucher is valid for a period of at least sixty days from the date of issuance. The family must submit a Request for Approval of the Tenancy within the 60-day period unless an extension has been granted by MHA.

### **Expirations**

If the voucher has expired, and has not been extended by MHA 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 (assuming the unit continues to meet program requirements and the owner agrees).

### **Extensions**

MHA will extend the term up to 120 days from the beginning of the initial term if the family needs and request an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.

At its discretion, MHA may extend the term up to 120 days from the beginning of the initial term if the family needs and request an extension due to extenuating circumstances and MHA is satisfied that the family has made a reasonable effort to locate a unit throughout the initial sixty-day period.

## **D. FAMILY DISSOLUTION**

*[24 CFR 982.315]*

In those instances when a family assisted under the Section 8 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 Executive Director's designee shall consider the following factors to determine which of the families will continue to be assisted:

- Which of the two new family units have custody of dependent children?
- Which family member was the head of household when the voucher was initially issued (listed on the initial application).
- The composition of the new family units, and which unit contains elderly or disabled members.
- Whether domestic violence was involved in the breakup.

- Which family members remain in the unit.
- Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, MHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

#### **E. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER**

*[24 CFR 982.315]*

To be considered the remaining member of the assisted family, the person must have been previously approved by MHA 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(ren) to continue to receive assistance as a remaining family member:

- The court has to have awarded emancipated minor status to the minor; or
- MHA 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(ren) for an indefinite period.

**Chapter 8**  
**HOUSING QUALITY STANDARDS INSPECTIONS**  
*[24 CFR 982.401]*

**A. TYPES OF INSPECTIONS** *[24 CFR 982.401(a), 982.405]*

There are four types of inspections MHA will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Tenancy Approval (RFTA).
2. Annual: Conducted within twelve months of the last passed annual inspection.
3. Special/Complaint: At request of owner, family or an agency or third-party.
4. Quality Control.

**INITIAL HQS INSPECTION** *[24 CFR 982.401(a), 982.305(b)(2)]*

MHA will conduct the initial inspection, determine whether the unit satisfies the HQS and notify the family and owner of the determination no later than 15 days after the family and the owner have submitted a Request for Tenancy Approval (RFTA), provided the unit is ready to be inspected when the RFTA is received by MHA.

MHA may deny the RFTA if the unit will not be ready for inspection within 20 days of RFTA receipt.

After 2 unsuccessful attempts to inspect the unit at reasonable times with reasonable notice, assistance will be denied or the family will be issued a new RFTA.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify MHA once repairs are completed. The owner will be given up to 10 days to correct the items noted as Fail.

The owner will be allowed up to 1 re-inspection for repair work to be completed.

If repairs are not completed within this 10 day period, the RFTA will be denied and a new RFTA will be issued to the family.

### **ANNUAL HQS INSPECTIONS** [24 CFR 982.405(a)]

The family must allow MHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551(d)]

- Inspections will be conducted on business days only.
- Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m.
- The family and owner are notified of the date and time of the inspection appointment by mail or phone prior to the inspection.

If the family or an adult designee is unable to be present, they must reschedule the appointment so that the inspection is completed within 30 days.

MHA will provide notice to the family and owner of a failed inspection and the re-inspection appointment date. The notice contains a warning of abatement (in the case of owner responsibility). If the family was responsible for a breach of HQS, they will be advised of their responsibility to correct.

### **Time Standards for Repairs**

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification.

For non-emergency items, repairs must be made within 30 days.

An extension beyond 30 days may be approved at MHA's discretion.

### **SPECIAL/COMPLAINT INSPECTIONS** [24 CFR 982.405(c)]

If at any time MHA is notified that the unit does not meet Housing Quality Standards, MHA will conduct an inspection.

MHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the annual inspection date is within 90 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

The process for notifying the owner and tenant of failed items identified during a special or complaint inspection, and any subsequent re-inspections, is the same as the annual inspection process.

**QUALITY CONTROL INSPECTIONS** [24 CFR 982.405(b)]

The minimum number of Quality Control inspections performed by the Executive Director's designee will be no less than the required SEMAP sample size. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors and both units that pass and fail inspection.

## Chapter 9

### OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

[24 CFR 982.502, 982.503, 982.504, 982.505, 982.507]

#### **A. RENT TO OWNER: REASONABLE RENT** [24 CFR 982.507]

##### **Rent Reasonableness Methodology**

MHA utilizes a rent reasonableness system which includes and defines the HUD factors listed above. The system has a total point count which is collected for each data point and determines which are statistically significant.

MHA uses an "appraisal" method and tests the subject unit against selected units in the same zip code area with similar characteristics. Adjustments are made for favorable and unfavorable differences between the subject unit and the comparable.

MHA maintains a survey form which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data significant features include the number of bedrooms, building type, square footage, building age, median income, and several amenities. The outliers are eliminated and the values are assigned to each feature to determine appropriate adjustments.

#### **B. Rent Increase Requests**

During the initial term of the lease, the owner may not raise the rent unless directed by HUD. Following the initial lease term, the owner is required to notify MHA, in writing, at least 60 days before the requested effective date of the increase. MHA will determine whether the new rent to owner is reasonable, whether the unit is in compliance with HQS as of the most recent inspection, and will advise the owner and tenant of either acceptance or denial of the new rent amount and the effective date.

#### **C. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM** [24 CFR 982.503]

MHA will establish a single voucher payment standard amount for each FMR area in MHA jurisdiction. For each FMR area, MHA will establish payment standard amounts for each "unit size". MHA may have a higher payment standard within MHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

MHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

## **ADJUSTMENTS TO PAYMENT STANDARDS** [24 CFR 982.503]

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. MHA will not raise Payment Standards solely to make "high end" units available to Voucher holders. MHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

MHA will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

If it is determined that particular unit sizes in MHA's jurisdiction have payment standard amounts that are creating rent burdens for families, MHA will modify its payment standards for those particular unit sizes.

MHA will increase its payment standard within the basic range for those particular unit sizes to help reduce the percentage of annual income that participant families in MHA's jurisdiction are paying.

MHA will establish a separate voucher payment standard, within the basic range, for designated parts its jurisdiction if it determines that a higher payment standard is needed in these designated areas to provide families with quality housing choices and to give families an opportunity to move outside areas of high poverty and low income.

MHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

MHA will review the average percent of income of families on the program. If more than – 25% of families are paying more than 30% of monthly adjusted income, MHA will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by MHA in the Administrative Plan.

If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, MHA may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, MHA will continue increasing the payment standard.

MHA may consider the average time period for families to lease up under the Voucher program. If more than 25% of Voucher holders are unable to locate suitable housing within the term of the voucher and MHA determines that this is due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher, the Payment Standard may be adjusted.

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD. When MHA lowers the Payment Standard for any FMR area, the lower Payment Standard will be applied as follows:

- At the time of initial leasing or either a family new to the program or at the time an existing participating family moves to a new unit; or,
- At the second annual reexamination date following the effective date of the lower Payment Standard (unless an authorized waiver is received from HUD to implement the new Payment Standard sooner)

Before increasing the Payment Standard, MHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, MHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

### **EXCEPTION PAYMENT STANDARDS**

If the dwelling unit is located in an exception area, MHA must use the appropriate payment standard amount established by HUD for the exception area in accordance with regulation at *24 CFR 982.503(c)*.

## Chapter 10

### RECERTIFICATIONS

*[24 CFR 982.516]*

#### **A. FAILURE TO RESPOND TO NOTIFICATION TO RECERTIFY**

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with MHA, MHA will reschedule a second appointment.

#### **B. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)**

##### **Standard for Timely Reporting of Changes**

MHA requires that families report interim changes to MHA within 30 days for a change of income.

## Chapter 11

### MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314, 982.353, 982.355(a)]

#### **A. RESTRICTIONS ON MOVES** [24 CFR 982.314, 982.552(a)]

- Families will not be permitted to move within MHA's jurisdiction during the initial year of assisted occupancy.
- MHA will deny permission to move if there is insufficient funding for continued assistance.
- The family has violated a family obligation.
- The family owes MHA money.

#### **B. PROCEDURE FOR MOVES** [24 CFR 982.314]

##### **Notice Requirements**

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to MHA's simultaneously.

##### **Other Move Requirements**

If the family does not locate a new unit, they may remain in the current unit so long as written documentation in support of the family remaining is provided to MHA.

MHA will not allow a tenant to retract a RFTA for reasons other than extenuating circumstances after MHA passes the inspection for a unit.

The annual recertification date will be changed to coincide with the new lease-up date.

#### **C. PORTABILITY** [24 CFR 982.353]

Families will not be permitted to move outside MHA's jurisdiction under portability procedures during the initial year of assisted occupancy.

## Chapter 12

### DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR 5.902, 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553]

#### **A. GROUNDS FOR DENIAL/TERMINATION** [24 CFR 982.54, 982.552, 982.553]

The following are grounds for denial assistance for applicants and termination of assistance for participants.

- The family does not meet the income requirements set by HUD.
- Failure to disclose and verify Social Security Numbers (as provided by 24 CFR 5.216)
- Failure to correct an HQS breach caused by the family as described in 982.404(b).
- Failure to allow MHA to inspect the unit at reasonable times and after reasonable notice.
- Moving from the assisted unit prior to notifying the owner and/or MHA. Notice should be given to the owner and, at the same time, MHA.
- Not using the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by MHA. The family must promptly inform MHA of the birth, adoption or court-awarded custody of a child. The family must request MHA approval to add any other family member as an occupant of the unit.
- The family must promptly notify MHA if any family member no longer resides in the unit.
- Engaging in legal profit-making activities in the unit that are not incidental to primary use of the unit as a residence by members of the family. 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.
- The family must promptly notify MHA of absence from the unit.
- Owning or having any interest in the unit.
- Family is under contract and 180 days have elapsed since MHA's last housing assistance payment was made.

- Missing two consecutive appointments without rescheduling prior to the appointment.
- Conviction of manufacturing or producing methamphetamine on the premises of federally assisted housing.
- “Engaged in or engaging” in illegal use of a drug. “Engaged in or engaging in” means any act within the past 3 years by an applicant or participant or household member which involved drug-related activity. The existence of the above-referenced behavior by any household member, regardless of the applicant or participant’s knowledge of the behavior, shall be grounds for denial or termination of assistance. In an effort to prevent future drug related activity that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, MHA will screen applicants as thoroughly and fairly as possible for drug-related criminal behavior. Such screening will apply to any member of the household who is 18 years of age or older.
- MHA determines there is reasonable cause to believe that a household member abuses alcohol in a way that may interfere with the health, safety or peaceful enjoyment of other residents including cases where MHA determines that there is a pattern of alcohol abuse. MHA will consider the use of alcohol to be a pattern if there is more than one incident during the previous 6 months.
- “Engaged in or engaging in” violent criminal activity. “Engaged in or engaging in” means any act within the past 3 years by an applicant or participant or household member which involved 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, which resulted in the arrest and/or conviction of the applicant, participant, or household member. The existence of the above-referenced behavior by any household member, regardless of the applicant or participant’s knowledge of the behavior, shall be grounds for denial or termination of assistance. In an effort to prevent future violent criminal activity that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, MHA will screen applicants as thoroughly and fairly as possible for violent criminal behavior.
- Subject to a lifetime registration requirement under a State sex offender registration program.
- Eviction or the landlord notifies the family of termination of tenancy from housing assisted under the HCV program for serious violation of the lease within the past 5 years. The family must promptly give MHA a copy of any owner eviction notice.

- Repeated or serious violation of the lease. The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:
  - Owner terminates tenancy through court action for serious or repeated violation of the lease.
  - Nonpayment of rent is considered a serious violation of the lease. Evidence of payments may be required for verification of payments.
  - Police reports, neighborhood complaints or other third party information that has been verified by MHA.
- Excessive damage beyond normal wear and tear in the previously assisted unit.
- Failing to sign and submit consent forms for obtaining information in accordance with HUD guidelines.
- When required under the regulations to establish citizenship or eligible immigration status.
- Violation of any family obligation under the program as listed in 24 CFR 982.551.
- Committing fraud, bribery or any other corrupt or criminal act in connection with any federal housing program. Not reporting income within 30 days of the increase may be considered fraud.
- The family currently owes rent to another PHA in connection with Section 8 or public housing assistance under the 1937 Act. The family will be given 30 days to pay the balance in full before the denial or termination. If the family owes a balance to MHA, at its discretion, MHA may offer the family the opportunity to enter into a repayment agreement.
- Failure to enter into or make payments in accordance with a repayment agreement with MHA.
- The family has engaged in or threatened abusive or violent behavior toward MHA personnel.

"Abusive or violent behavior towards MHA personnel" 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 or denial.

"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.

### **Allowable Exceptions**

In appropriate cases, MHA may permit the family to continue receiving assistance provided that family member/s determined to have engaged in the proscribed activities will not reside in the unit or has completed a supervised rehabilitation program approved by MHA. If the violating member is a minor, MHA may consider individual circumstances with the advice of Juvenile Court officials.

### **Required Evidence**

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole 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.

MHA will pursue fact-finding efforts as needed to obtain credible evidence.

### **B. NOTICE OF DENIAL/TERMINATION**

If MHA decides to terminate assistance to the family, MHA must give the family written notice which states:

- The reason(s) for the proposed termination;
- The effective date of the proposed termination;
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance;
- The date by which a request for an informal hearing must be received by MHA.

Tenants whose voucher is referred to MHA by a special program and remains part of that program may not be granted an appeal for the termination of assistance if the termination is directed by the administration of the special program.

### **C. OWNER DISAPPROVAL AND RESTRICTION**

*[24 CFR 982.54, 982.306, 982.453]*

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

MHA will disapprove the owner for the following reasons:

- HUD has informed MHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed MHA 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 MHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other Federal equal opportunity requirements.
- Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. MHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
- In cases where the owner and tenant bear the same last name, MHA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.
- MHA may at their discretion, depending on the seriousness and conditions, prohibit an owner from participating 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 committed fraud, bribery or any other corrupt act in connection with any Federal housing program.
  - The owner has engaged in drug-related criminal activity or any violent criminal activity.
  - The owner has a history or practice of non-compliance with the HQS for units leased under the 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 committed criminal activity or any violent criminal activity which warrant a record of a felony or misdemeanor.
  - The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing

program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

- Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of other residents, of employees of the PHA, 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
  - Is drug-related criminal activity or violent criminal activity.
- The owner has not paid State or local real estate taxes, fines or assessments.
  - 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.

Allegations of owner fraud and abuse or frequent or serious contract violations are to be immediately brought to the attention of the Executive Director's designee. The Executive Director's designee will conduct a timely, thorough investigation, reviewing all relevant factors and, in accordance with the guidance provided by the Administrative Plan, and will make a recommendation to the Executive Director as to what actions should be taken, if any.

The decision of the Executive Director is to be considered final. When temporary or permanent disapproval is appropriate, the date of decision, Owner (Vendor) name, Vendor number and the term of the disapproval will be recorded on MHA Owner Disapproval and Restriction Log and will be made available to the Customer Service Representative and appropriate Housing Specialists to review returning RFTAs against upon receipt.

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, MHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. MHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, MHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

## Chapter 13

### OWNER OR FAMILY DEBTS TO MHA

[24 CFR 982.552]

#### **A. PAYMENT AGREEMENT FOR FAMILIES** [24 CFR 982.552 (c)(v-vii)]

A Payment Agreement as used in this Plan is a document entered into between MHA and a person who owes a debt to MHA.

MHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to MHA. The repayment agreement must be signed by the tenant and MHA. Tenants who do not agree to repay amounts due in accordance with HUD regulations and MHA's policy will be in non-compliance and subject to termination of tenancy.

#### **Disapproval of Payment Agreement**

Circumstances in which MHA may not enter into a payment agreement are:

- If the family already has a Payment Agreement in place.
- The maximum length of time MHA will enter into a payment agreement with a family is 24 months.
- MHA determines that the debt amount is larger than can be paid back by the family within 24 months.

MHA will calculate payment agreement affordability as follows:

- 40% of the family's monthly adjusted income less the tenant's monthly total tenant payment (TTP) at the time of the repayment agreement is executed equals the monthly payment amount the family can afford.
- Subtract the total of the monthly payment amount \*24 months from the total debt amount.
- The remainder is the amount the family would have to pay as a lump sum prior to entering the payment agreement. If the family is unable to pay the lump sum, the debt is considered more than can be paid back in 24 months.
- Example: Debt due to MHA is \$5,000. 40% of family's monthly adjusted income is \$500. The rent amount paid by the family is \$400.  $\$500 - \$400 = \$100$  maximum monthly payment agreement amount.  $\$100 * 24 \text{ months} = \$2,400$ .  $\$5,000 - \$2,400 = \$2,600$ . \$2,600 is the lump sum the family would

have to pay, before a payment agreement could be established. If the family is unable to pay the lump sum, the amount of debt is considered to be larger than the family's ability to pay within 24 months.

The monthly payment may exceed 40% of the family's monthly adjusted income if the family agrees to the amount stated in the repayment agreement.

### **Late Payments**

A payment due under a payment agreement will be considered to be in arrears if the payment is not received within 5 days of the due date.

If the family's payment agreement is in arrears, and the family has not made arrangements with MHA, MHA may impose any or all of the following:

- Require the family to pay the balance in full.
- Pursue civil collection of the balance due.
- Terminate the housing assistance.

### **B. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION** [24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

- Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

### **C. GUIDELINES FOR PAYMENT AGREEMENTS** [24 CFR 982.552(c)(v-vii)]

Payment agreements will be executed between MHA and the head of household.

The payment agreement must be executed by the Executive Director's designee or their designee.

Payments may only be made by money order or cashier's check.

The agreement will be in default when a payment is delinquent by the 5th of the month.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the Executive Director's designee. Regardless of the decrease, the total balance must be paid within 24 months from the date of the first due date.

A family's request to move will not be approved until the debt is paid in full unless the move is the result of the following causes, and the payment agreement is current:

- Family size exceeds the HQS maximum occupancy standards
- The HAP contract is terminated due to owner non-compliance or opt-out
- A natural disaster

**D. OWNER DEBTS TO MHA** [24 CFR 982.453(b)]

If MHA determines that the owner has retained housing assistance the owner is not entitled to, MHA may reclaim the amounts from future housing assistance owed the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, MHA may require the owner to pay the amount in full within 30 days.

**E. OTHER REQUIREMENTS**

Families are required to pay all debts owed whether or not they continue to receive assistance. HUD does not allow PHAs to grant amnesty or debt forgiveness for debts incurred as a result of the family's failure to report some or all income.

Per HUD's requirements to fully utilize EIV, MHA will report any debts owed by the family in the EIV Debts Owed module. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date.

## Chapter 14

### **COMPLAINTS AND APPEALS**

#### **A. COMPLAINTS TO MHA**

MHA may require that complaints other than HQS violations and employee complaints be submitted using the electronic format provided on MHA website.

#### **B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

*[24 CFR 982.54(d)(12), 982.554]*

Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

##### **Procedure for Review**

A request for an informal review must be received **in writing** no later than 15 days from the date of MHA's notification of denial of assistance.

The applicant will be given the option of presenting oral or written objections to the decision. Both MHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

After a review date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. The request to reschedule must be received by MHA before 48 hours of the scheduled hearing date.

If a family does not appear at a scheduled review and has not rescheduled the review in advance, the family must contact MHA within 48 hours, excluding weekends and holidays. MHA will reschedule the review only if the family provides documentation within 7 days, substantiating circumstances beyond the family's control.

If the family misses an appointment or deadline ordered by the reviewer during the initial review, the action of MHA shall take effect and another review will not be granted.

#### **C. INFORMAL HEARING PROCEDURES** *[24 CFR 982.555(a-f), 982.54(d)(13)]*

Hearings are provided for applicants who are denied assistance before the effective date of the HAP contract due to citizenship status and to participating participants who are

terminated from the housing choice voucher program and/or FSS program; and/or disputing the amount of assistance.

### **Procedure for Hearing**

A request for an informal hearing must be received **in writing** no later than 15 days from the date of MHA's notification regarding the termination of assistance.

The review may be conducted by a staff person who is at the Manager level or above or an individual from outside MHA.

*The notification of hearing will contain:*

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense
- The right to view any documents or evidence in the possession of MHA upon which MHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. The request to reschedule must be received by MHA before 48 hours of the scheduled hearing date.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact MHA within 48 hours, excluding weekends and holidays. MHA will reschedule the hearing only if the family provides documentation within 7 days, substantiating circumstances beyond the family's control. The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

The Hearing Officer has the authority to control the number of persons in the hearing at any one time and maintain order of the hearing. The Hearing Officer may request that parties not immediately needed in the hearing, wait outside of the hearing to be called in individually.

If the family misses an appointment or deadline ordered by the Hearing Officer during the initial hearing, the action of MHA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of MHA is in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

In addition to other rights contained in this Chapter, MHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

A notice of the hearing findings will be provided in writing to the participant before the date of assistance termination. It shall include the decision of the review officer and an explanation of the reasons for the decision.

MHA is not bound by hearing decisions:

- Which concern matters in which MHA is not required to provide an opportunity for a hearing;
- Which conflict with or contradict to HUD regulations or requirements;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceed the authority of the person conducting the hearing.

#### **D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS [24 CFR Part 5, Subpart E]**

Assistance to the family 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 MHA hearing is pending but assistance to an applicant may be delayed pending MHA hearing.

#### **INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, MHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with MHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give MHA a copy of the appeal and proof of mailing or MHA may proceed to deny or terminate. The time period to request an appeal may be extended by MHA for good cause.

The request for a MHA 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 that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members MHA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, MHA 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 or terminated for failure to provide.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- 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 tenant rent and Total Tenant 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.

## GLOSSARY

### **A. ACRONYMS USED IN SUBSIDIZED HOUSING**

<b>AAF</b>	Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.
<b>ACC</b>	Annual Contributions Contract
<b>BR</b>	Bedroom
<b>CDBG</b>	Community Development Block Grant
<b>CFR</b>	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute.
<b>CPI</b>	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
<b>EFT</b>	Electronic Funds Transfers
<b>ELI</b>	Extremely Low Income
<b>FDIC</b>	Federal Deposit Insurance Corporation
<b>FHA</b>	Federal Housing Administration
<b>FICA</b>	Federal Insurance Contributions Act - Social Security taxes
<b>FmHA</b>	Farmers Home Administration
<b>FMR</b>	Fair Market Rent
<b>FY</b>	Fiscal Year
<b>FYE</b>	Fiscal Year End
<b>GAO</b>	Government Accounting Office
<b>GFC</b>	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
<b>GR</b>	Gross Rent
<b>HAP</b>	Housing Assistance Payment
<b>HAP Plan</b>	Housing Assistance Plan

<b>HCDA</b>	Housing and Community Development Act
<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	The Department of Housing and Urban Development or its designee.
<b>HURRA</b>	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations
<b>IG</b>	Inspector General
<b>IGR</b>	Independent Group Residence
<b>IPA</b>	Independent Public Accountant
<b>IRA</b>	Individual Retirement Account
<b>MHA</b>	Little Rock Housing Authority
<b>MSA</b>	Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PHA</b>	Public Housing Agency
<b>PMSA</b>	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PS</b>	Payment Standard
<b>QC</b>	Quality Control
<b>RFTA</b>	Request for Approval of Tenancy
<b>RFP</b>	Request for Proposals
<b>RRP</b>	Rental Rehabilitation Program
<b>SRO</b>	Single Room Occupancy
<b>SSMA</b>	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
<b>TR</b>	Tenant Rent
<b>TTP</b>	Total Tenant Payment
<b>UA</b>	Utility Allowance
<b>URP</b>	Utility Reimbursement Payment

## **B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING**

**1937 ACT.** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

**ADMINISTRATIVE PLAN.** The HUD required written policy of the PHA governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD as a supporting document to the PHA Plan.

**ABSORPTION.** In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

**ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE").** Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

**ADA.** Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

**ADJUSTED INCOME.** Annual income, less allowable HUD deductions.

**ADMINISTRATIVE FEE.** Fee paid by HUD to the PHA for administration of the program.

**ADMISSION.** The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

**ANNUAL BUDGET AUTHORITY.** The maximum annual payment by HUD to a PHA for a funding increment.

**ANNUAL CONTRIBUTIONS CONTRACT (ACC).** A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program

**ANNUAL INCOME.** The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

**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.)

**ASSISTED TENANT.** A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

**BUDGET AUTHORITY.** An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

**CERTIFICATE.** A Certificate issued by the PHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.

**CERTIFICATE PROGRAM.** Pre-merger rental certificate program.

**CHILD CARE EXPENSES.** Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

**COMMON SPACE.** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**CONGREGATE HOUSING.** Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

**CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT.** (Consolidated ACC). See 24 CFR 982.151.

**CONTIGUOUS MSA.** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

**CONTINUOUSLY ASSISTED.** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

**CONTRACT.** (See Housing Assistance Payments Contract.)

**COOPERATIVE.** (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the

right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.

**COVERED FAMILIES.** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

**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 Handicapped Person, or is a full-time student 18 years of age or over.

**DISABILITY ASSISTANCE EXPENSE.** Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

**DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**DISABLED PERSON.** See Person with Disabilities.

**DISPLACED PERSON/FAMILY.** A person or family 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 under 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.** The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (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. Can 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 treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

**ELECTRONIC FUNDS TRANSFERS** is the transferring of funds from one bank savings or checking account to another account.

**ELDERLY FAMILY.** A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**ELDERLY HOUSEHOLD.** A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBILITY INCOME.** May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the administrative Plan, which is approved by HUD.

**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.

**EXCEPTION RENT.** In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See FMR/Exception rent.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly or disabled 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. HUD may establish income ceilings higher or lower than 30% of median income for an area if HUD finds such variations are necessary due to unusually high or low family incomes.

**FAIR HOUSING ACT.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)

**FAIR MARKET RENT (FMR).** The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register.

**FAMILY.** "Family" includes but is not limited to:

- A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- An elderly family;
- A near-elderly family;
- A displaced family
- The remaining member of a tenant family; and
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

("Family" can be further defined by the PHA).

**FAMILY OF VETERAN OR SERVICE PERSON.** A family is a "family of veteran or service person" when:

- The veteran or service person (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 service person, 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 RENT TO OWNER.** In the voucher program, the portion of the rent to owner paid by the family.

**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.

**FAMILY SHARE.** The amount calculated by subtracting the housing assistance payment from the gross rent.

**FAMILY UNIT SIZE.** The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

**FMR/EXCEPTION RENT.** The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

**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 (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

**FUNDING INCREMENT.** Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

**GROSS FAMILY CONTRIBUTION.** Changed to Total Tenant Payment.

**GROSS RENT.** The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

**GROUP HOME.** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**HAP CONTRACT.** (See Housing Assistance Payments contract.)

**HEAD OF HOUSEHOLD.** The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PAYMENT.** The monthly assistance payment by a PHA. The total assistance payment consists of:

- A payment to the owner for rent to owner under the family's lease.
- An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

**HOUSING ASSISTANCE PAYMENTS CONTRACT.** (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

**HOUSING ASSISTANCE PLAN.** (1) 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. (2) 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 tenant-based programs.

**HUD.** The Department of Housing and Urban Development.

**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.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

**IMPUTED WELFARE INCOME.** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**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.

**INITIAL PHA.** In portability, the term refers to both:

- A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

- A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

**INITIAL PAYMENT STANDARD.** The payment standard at the beginning of the HAP contract term.

**INITIAL RENT TO OWNER.** The rent to owner at the beginning of the HAP contract term.

**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 projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**JURISDICTION.** The area in which the PHA has authority under State and local law to administer the program.

**LANDLORD.** This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**LARGE VERY LOW INCOME FAMILY.** Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

**LEASE.** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

**LEASE ADDENDUM.** For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.

**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, and 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.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low income families.

**MANUFACTURED HOME.** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

**MANUFACTURED HOME SPACE.** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

**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 project in which a portion of the total units receive project-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 project is a rental or cooperative.

**MEDICAL EXPENSES.** Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

**MERGER DATE.** October 1, 1999.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MIXED FAMILY.** A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances or Adjusted Income.

**MONTHLY INCOME.** 1/12 of the Annual Income.

**MUTUAL HOUSING.** Included in the definition of COOPERATIVE.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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

**NEGATIVE RENT.** Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

**NET FAMILY ASSETS.** Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

**NET FAMILY CONTRIBUTION.** Former name for Tenant Rent.

**NON CITIZEN.** A person who is neither a citizen nor a national of the United States.

**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.

**OVER-FMR TENANCY (OFTO).** In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit.

**OWNER.** Any persons or entity having the legal right to lease or sublease a unit to a participant.

**PARTICIPANT.** A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

**PAYMENT STANDARD.** The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

**PERSON WITH DISABILITIES.** A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental 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. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

**PHA PLAN.** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

**PORTABILITY.** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

**PREMISES.** The building or complex in which the dwelling unit is located, including common areas and grounds.

**PRIVATE SPACE.** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**PROCESSING ENTITY.** Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

**PROGRAM.** The Section 8 tenant-based assistance program under 24 CFR Part 982.

**PROGRAM RECEIPTS.** HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

**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).** PHA includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

- A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):
- Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or
- For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

**REASONABLE RENT.** A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

**RECEIVING PHA.** In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

**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 there are no additional changes to be reported. There are annual and interim recertifications.

**REGULAR TENANCY.** In the pre-merger certificate program: A tenancy other than an over FMR tenancy.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RENT TO OWNER.** The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

**RESIDENCY PREFERENCE.** A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

**RESIDENCY PREFERENCE AREA.** The specified area where families must reside to qualify for a residency preference.

**RESIDENT ASSISTANT.** A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

**RESPONSIBLE ENTITY.** For the public housing and Section 8 tenant-based assistance, project-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.

**SECTION 8.** Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

**SECURITY DEPOSIT.** A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

**SERVICE PERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SHARED HOUSING.** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type.

**SINGLE PERSON.** A person living alone or intending to live alone.

**SPECIAL ADMISSION.** Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

**SPECIAL HOUSING TYPES.** See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE.** The husband or wife of the head of the household.

**SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project 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 project is owned by a Public Housing Agency;
- A Public Housing Project.

**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.

**SUBSTANDARD UNIT.** Substandard housing is defined by HUD for use as a federal preference.

**SUSPENSION/TOLLING.** Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA

administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

**TENANCY ADDENDUM.** For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

**TENANT.** The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

**UNIT.** Residential space for the private use of a family.

**UNUSUAL EXPENSES.** Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

**UNRESTRICTED NET ASSETS (UNA) (Formerly Administrative Fee Reserve and/or Operating reserve).** Account established by PHA from excess administrative fee income. The unrestricted net assets must be used for housing purposes.

**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.** If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

**UTILITY REIMBURSEMENT.** In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

**UTILITY REIMBURSEMENT PAYMENT.** In the pre-merger certificate program, 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.

**VACANCY LOSS PAYMENTS.** (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the

month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY.** A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the pre-merger certificate and voucher programs.

**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 there from 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.

**VOUCHER (rental voucher).** A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**VOUCHER HOLDER.** A family holding a voucher with an unexpired term (search time).

**VOUCHER PROGRAM.** The Housing Choice Voucher program.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

**WAITING LIST ADMISSION.** An admission from the PHA waiting list.

**WELFARE ASSISTANCE.** Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

**WELFARE RENT.** This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

- If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.
- If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

**WELFARE-TO-WORK (WTW) FAMILIES.** Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

### **C. GLOSSARY OF TERMS USED IN THE NONCITIZENS 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 OF CITIZENSHIP OR ELIGIBLE STATUS.** The documents which must be submitted to evidence citizenship or eligible immigration status.

**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 national of the United States.

**PHA.** A housing authority who operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

**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.

**ADDENDUM A**

**HOUSING CHOICE VOUCHER PROGRAM**

---

**HOMEOWNERSHIP PLAN**



**RESOLUTION NO.         #6594**  
**Board Approved:         April 16, 2015**

## HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM

[24 CFR 982.625 through 982.643]

### **15-VII.A. OVERVIEW [24 CFR 982.625]**

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the Housing Choice Voucher (“HCV”) program. The PHA must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

There are two forms of homeownership assistance a PHA may offer under this option: monthly homeownership assistance payments, or a single down payment assistance grant. PHAs may choose to offer either or both forms of homeownership assistance, or choose not to offer either

There is only one form of homeownership assistance currently available that the Metropolitan Housing Alliance (“MHA”) offers at this time and it is the *monthly homeownership assistance payment*.

MHA may offer homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of MHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. MHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability.

MHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. MHA will review request for reasonable accommodations and may approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Criteria to be used to demonstrate MHA capacity:

- MHA requires the financing for purchase of a home under its Section 8 homeownership program complies with secondary mortgage market requirements; or complies with generally accepted private sector underwriting standards.
- MHA reserves the right to impose additional criteria on the financial instruments, depending on family circumstances or changes in the homeownership market.

MHA HCV Homeownership Program is designed to expand homeownership opportunities for voucher participants. This program will assist HCV participants to transition from rental assistance to homeownership using their voucher assistance.

The HCV Homeownership Program is now available to all voucher holders who meet the minimum qualifications set forth in this plan and who have the ability to independently secure a mortgage loan. The number of participants served through the HCV Homeownership program

is currently limited to the parameters set forth in MHA Housing Agency Plan.

### **Housing Choice Voucher Rules Apply**

With the exception of unique eligibility and “family obligation” procedures identified elsewhere in the chapter, MHA, will administer the HCV Homeownership program in accordance with all the policies and procedures contained in the HCV Administrative Plan and 24 CFR Part 982.

### **15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]**

The family must meet all of the requirements listed below before the commencement of homeownership assistance. The PHA may also establish additional initial requirements as long as they are described in the PHA administrative plan.

- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time homeowner, or may be a cooperative member.
- The non-disabled/non-elderly/elderly family must meet the Federal minimum income requirement of \$14,500. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. MHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not MHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit. Welfare assistance cannot be used to determine the minimum income requirement for a non-elderly/non-disabled family.
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, the PHA must grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option
- Except for cooperative members who have acquired cooperative membership shares

prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).
- The family has had no family-caused violations of HUD's Housing Quality Standards ("HQS") within the past year.
- The family does not owe any money to MHA.
- The family has not committed any serious or repeated violations of a MHA-assisted lease within the past year.
- The family is in good standing with all terms of the family obligations and has been so for at least one year.
- An applicant must demonstrate a minimum down payment of at least three percent (3%) or more. One percent (1%) of the purchase price of the property must come from the family's personal resources.

### **General Requirements**

- Only current participants in the HCV rental program who have received assistance for at least one full year may apply for the homeownership program.
- An applicant must be in good standing with their landlord and MHA with regard to their family obligations and contracts.

The family must satisfy the prerequisite of being in "good standing" prior to receiving a Certificate of Eligibility for the homeownership program. For the purposes of the homeownership program, "good standing" is defined as meeting all of the conditions prior to and during the homeownership shopping period, as outlined below.

A landlord reference(s) indicating that during the prior year the family has an uninterrupted record of paying monthly rent in full and on time, and satisfactorily meets all other lease obligations, as documented on the *Homeownership Landlord Reference* form. All verifications will be completed via third-party written or oral communication with the applicant's landlord.

- Within the past year, the family has met all the HUD and MHA family obligations under the HCV program.
- Within the past year and throughout the homeownership shopping period, the family may not owe MHA or any other housing authority any outstanding debt nor enter into a repayment agreement. A participant may become eligible to apply for the homeownership program on the first anniversary date of full payment of any debt,

subject to meeting the other conditions of good standing.

An applicant must be a "first-time homeowner."

To qualify as a "first-time homeowner," the assisted family may not include any person with a "present ownership interest" in a residence during the three years before the commencement of homeownership assistance for the family. Cooperative membership shares acquired prior to the commencement of homeownership assistance are exempt from this rule. A single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse, is considered a "first-time homeowner."

Other conditions also apply to "first-time homeowner" definition:

- No family member may have a present ownership interest in a second residence while receiving homeownership assistance.
- If MHA determines that a disabled family requires homeownership assistance as a reasonable accommodation, the first-time homeowner requirement does not apply.
- MHA will not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.

An applicant must demonstrate a minimum down payment of at least three percent (3%) or more. One percent (1%) of the purchase price of the property must come from the family's personal resources.

An applicant must meet the minimum income standards defined below:

- For a family whose head or co-head of household, spouse or sole member is an individual that experiences permanent disability, the standard is equal to the monthly Federal Supplemental Social Security Income (SSI) benefit for an individual (1- person) living alone (or paying his or her share of food and housing costs) multiplied by twelve.
- For non-disabled or elderly families, the minimum income standard is the state minimum wage multiplied by 2,000 hours ( $\$7.50 \times 2000 = \$15,000$ .) This standard as a MHA option is greater than the HUD minimum income requirement.

For purposes of program eligibility, welfare assistance may only be counted as income in cases where the applicant meets the definition of an elderly or disabled family.

If a family has a minimum income equal to or greater than the Federal minimum wage multiplied by 2,000 hours (\$14,500 as of July 24, 2009) but less than the state minimum wage multiplied by 2,000 hours, the family will meet the minimum income requirement if the

family can demonstrate it has located a PHA approvable unit and has secured PHA approvable financing for that unit and meets all other program requirements.

An applicant shall be considered to have satisfied the lender requirement if the family can demonstrate that it has been pre-qualified or pre-approved for financing with an acceptable loan

product. The pre-qualified or pre-approved financing amount must be sufficient to purchase housing that meets Housing Quality Standards (HQS).

### **15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]**

Unless otherwise provided (under the homeownership option), the PHA may limit homeownership assistance to families or purposes defined by the PHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. If MHA limits the number of families that may participate in the homeownership option, MHA must establish a system by which to select families to participate.

#### **MHA POLICY**

MHA has not designated a specific amount of Vouchers to the HCV HO Program, however, MHA will adjust the program to the number of vouchers available in the market, qualified families, need, and administrative resources. Families who are on or near graduation in MHA's Family Self-Sufficiency program or have graduated from the FSS program will be given preference over other families. Within preference and non-preference categories, families will be selected according to the date and time of their application for participating in the homeownership option approved by MHA. All families must meet eligibility requirements as defined in Section 15-VII.B of this plan.

#### **APPLICATION PROCESS**

Applicants may contact the HCV Program Administrator or a Housing Specialist to receive information about HCV Homeownership Program and a *Homeownership Application*.

#### **Application Form**

An applicant must complete and submit the *Homeownership Application* to the HCV Program Administrator for review. The application includes information on income, assets, obligations, and family composition.

#### **Application Attachments**

1. Documentation of attendance at an MHA HomeChoice Pre-Purchase Housing Seminar. City Neighborhood Housing Services and Town Neighborhood Housing Services are partner agencies and will be available to provide one-to-one counseling services specifically targeted for home buyers. A certificate of attendance for HomeChoice must be attached to the pre-qualification application.
2. A current bank statement verifying \$1,000 in savings designated toward the one percent (1%) of personal funds down payment requirement. Applicants must document a three percent (3%) down payment with the mortgage lender prior to closing.
3. An MHA *Employment Verification* form.
4. A signed *Homeownership Landlord Verification* form.
5. If applicable, a verification of disability, if not on file.
6. The applicant must document household composition for all individuals who will reside in the household.

#### **APPLICATION REVIEW**

Upon receipt of a HCV *Homeownership Application*, the HCV Program Administrator

determines whether an applicant meets the eligibility criteria for the program. The application review will include:

1. Evaluation of family composition and HCV rental status.
2. Review of income, savings, and disability documentation.
3. Verification that the applicant is in compliance with all lease provisions using MHA *Landlord Reference* form.
4. Evaluation of employment history.

All documentation is subject to independent verification by MHA program staff. The Program Administrator will review the file for discrepancies or omissions. If, at any time throughout the process, the Program Administrator sees a discrepancy in reported income, assets, or family share, he/she shall report it to the Housing Program Specialist (HPS). The HPS shall perform an interim reexamination, resolve whether further action is necessary, and report the outcome to the Program Administrator.

- If in the course of a loan application, a loan originator, or other third party, document income not previously reported to MHA, MHA will conduct an interim reexamination of income. Should the reexamination result in a debt or proposed repayment agreement, MHA shall retain sole discretion to withdraw the *Certificate of Eligibility* subject to the outcome of any grievance procedure related to the income discrepancy. The participant family must remain on the HCV program for an additional year, in good standing, before MHA may re-issue a *Certificate of Eligibility*.

### **DETERMINING "MORTGAGE READY" APPLICANTS**

Applications for homeownership are date-stamped. Complete applications -those with all necessary attachments in place - are placed on a waiting list in order of date and time received.

A *Certificate of Eligibility* is awarded on a first-come, first-served, basis after a participant is determined eligible and "mortgage ready."

The *Certificate* contains an estimate of the amount of HAP available to the family. This estimate is useful to the applicant and lender when determining the housing and debt ratios.

### **Incomplete Applications**

Incomplete applications will not be reviewed and will be returned to applicants for completion. A checklist of application deficiencies will be attached to the incomplete application. Participants must correct all deficiencies noted on the checklist and resubmit the checklist, complete application, and attachments, for additional consideration. Applications that are returned for incompleteness will be re-stamped and dated when they are returned complete.

### **Homeownership Counseling**

MHA will provide homeownership counseling prior to application, after a *Certificate of Eligibility* is issued, and post-purchase counseling. An HCV applicant must attend and satisfactorily complete MHA *HomeChoice* counseling program. The counseling program covers the topics listed below. Applicants who MHA determines are not yet "mortgage ready"

may be required to obtain additional information/counseling on any of the following issues:

1. Is homeownership right for you?
2. Special needs of disabled home buyers/fair housing issues;
3. Budgeting and money management;
4. Credit counseling;
5. How to negotiate the purchase price of a home;
6. How to obtain homeownership financing and loan pre- approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
7. How to find a home, including information about homeownership opportunities, schools, and transportation services in the area;
8. Information about the Real Estate Procedures Act, State and Federal truth-in- lending laws, and how to identify and avoid loans with oppressive terms and conditions;
9. Home maintenance;
10. Taxes, proration of taxes if assisted by the program;
11. Inspection criteria, HQS requirements, special requirements in the contract for sale;
12. Voucher, eligibility, and continuous eligibility requirements;
13. Post purchase counseling.

#### **CERTIFICATE OF ELIGIBILITY**

MHA shall use a priority mechanism to ensure a fair and equitable selection of new applicants. Upon securing a sufficient number of applicants to ensure full utilization of the program, MHA shall resort to its traditional use of priority and then date and time of application.

- The priority is established with Board of Directors' approval and is limited to the initial admissions process. A sufficient window of opportunity shall exist to ensure equal representation of eligible applicants within the priority pool.
- Priority will be given in the following order:
  1. Families that have graduated from the FSS program and meet the HCV HO eligibility requirements
  2. Families that have verified that they meet the eligibility requirements and are acceptable for lender/loan requirements by a qualified lender with qualified loan products
  3. All other eligible families
  4. Other families that are participating to achieve eligibility

If the HCV Program Administrator determines that a family meets minimum eligibility criteria, he/she may issue a Certificate of Eligibility to enable the applicant to shop for a home purchase. The Program Administrator will deliver the Certificate of Eligibility and a copy of the Homeownership Application to the participant. These documents will assist the applicant in determining the maximum sales price and loan amount in the pre-qualification process in conjunction with their lender.

Whenever an opening occurs in the program, MHA will select the next available applicant for

an intake interview. The Program Administrator will interview the applicant to ensure that all the information contained in their Homeownership Application is current and that the applicant is eligible for homeownership.

The issuance of a Certificate of Eligibility does not guarantee that a participant will have the ability to secure a homeownership loan. Other considerations such as the housing market, an applicant's credit history, total indebtedness, and current income will be factors that will determine a participant's ability to secure a home mortgage. All participants will qualify independently through a mortgage lender of their choice.

### **Changes in Family Size or Composition**

All changes in family composition must be reported prior to the change to the Housing Program Specialist and the HCV Homeownership Program Administrator. The Certificate of Eligibility will reflect the applicable subsidy standard MHA assigns to the family based upon the family's size and composition.

### **Changes in the Payment Standards**

The payment standard applicable on the date of closing establishes the baseline payment standard for the unit. If the payment standard changes after an offer to purchase has been made, but prior to closing, the payment standard applicable on the date of closing applies. MHA will reissue a revised Certificate of Eligibility effective on the effective date of the new payment standard.

Occasionally, a buyer and seller may execute an Earnest Money Agreement prior to a decrease in payment standard, with the closing taking place after the effective date of a decreased payment standard. For families whose head of household, spouse or co-tenant experiences permanent disability, MHA may request HUD approval to use the payment standard in effect on the date the Earnest Money Agreement was fully executed if the new, decreased, payment standard would jeopardize the sales agreement. This may only occur as a reasonable accommodation to a disabled household.

## **15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]**

In order for a unit to be eligible, the PHA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD's "eligible housing" requirements. The unit may not be any of the following:
  1. A public housing or Indian housing unit;
  2. A unit receiving Section 8 project-based assistance;
  3. A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
  4. A college or other school dormitory;
  5. On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.

- The unit must be under construction or already exist at the time the family enters into the contract of sale.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by the PHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.
- For PHA-owned units all of the following conditions must be satisfied:
  1. The PHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering;
  2. The unit is not ineligible housing;
  3. The PHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any PHA provided financing. All of these actions must be completed in accordance with program requirements.

MHA must not approve the unit if MHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

If the family does not own fee title to the real property on which the home is located, the family must have the right to occupy the site for a period of at least forty (40) years and the home must have a permanent foundation.

A Unit can be under construction at the time a family enters into the contract of sale. A unit is considered to be "under construction" if the footers have been poured. MHA will not commence Housing Assistance Payments until the unit has satisfactorily passed an HQS and independent inspections and meet all other program requirements.

For MHA-owned units all of the following conditions must be satisfied:

- MHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a MHA-owned unit is freely selected by the family without MHA pressure or steering;
- The unit is an eligible housing unit;
- MHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any MHA provided financing. All of these actions must be completed in accordance with program requirements. MHA will obtain the services of a neighboring PHA or other independent HCV administering

agency to perform these services, so long as the independent agency is operating a HCV Program.

For units not yet under construction. Families may enter into contracts of sale for units not yet under construction at the time the family enters into the contract for sale. However, the PHA shall not commence homeownership assistance for the family for that unit, unless and until:

(1) Either:

- (i) The responsible entity completed the environmental review procedures required by 24 CFR part 58, and HUD approved the environmental certification and request for release of funds prior to commencement of construction; or
- (ii) HUD performed an environmental review under 24 CFR part 50 and notified the PHA in writing of environmental approval of the site prior to commencement of construction;

(2) Construction of the unit has been completed; and

(3) The unit has passed the required Housing Quality Standards (HQS) inspection and independent inspection.

#### **15-VII.E. ADDITIONAL MHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]**

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. MHA may establish the maximum time that will be allowed for a family to locate and purchase a home, and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by MHA, MHA may provide additional time for the family to search. Documentation requesting the additional time must be provided by the family.

At the time the Certificate of Eligibility is issued, the family is placed in "home shopping status." The family has 180 days to locate and make an offer on a home, and secure a prequalification letter from their lender. The Program Administrator may recommend three additional 30 day extensions not to exceed a total of 270 home shopping days.

During a participant's search for a home, their housing choice voucher rental assistance shall continue. The participant family remains subject to all applicable rules and regulations.

- Applicants must submit housing choice progress reports every 30 days to document progress toward homeownership.

Six progress reports will be included with the Certificate. If a participant family is unable to locate and purchase a home within the timeframe approved by MHA, the family may continue

to receive rental assistance through their Housing Choice Voucher.

- The family may not re-apply for the Homeownership Program until they have completed an additional full year of participation in the rental program following the expiration date of the Certificate of Eligibility.

MHA may require additional homeownership counseling prior to issuance of a second Certificate of Eligibility. The participant must meet all other eligibility criteria of the program at the time of resubmission.

#### MHA POLICY

All requests for extensions must be submitted in writing to MHA prior to the expiration of the period for which the extension is being requested. MHA will approve or disapprove the extension request within 10 business days. The family will be notified of MHA 's decision in writing.

If the participant family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be allowed to lease a unit and remain in the rental program, so long as they are still in good standing with the program.

Following the purchase, MHA will conduct an HQS inspection to determine if reasonable accommodations still exists or if there is a complaint, or reason to believe that the unit is not HQS compliant or resident is compliance with the program.

#### **15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]**

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by MHA. MHA or its counseling partner will required as a minimum the following pre-assistance counseling program:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low- income families and how to locate homes in such areas;
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.)

(RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

MHA will adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families. MHA will further require families to attend one-on-one counseling to make sure they understand the obligations and are fully prepared to become homeowners.

MHA or its counseling partner will offer additional counseling after commencement of homeownership assistance (ongoing counseling). This is part of the program and attendance remains a participant's obligation in order to continue to be assisted by MHA.

If MHA does not use a HUD-approved housing counseling agency to provide the counseling, MHA will ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

#### MHA POLICY

MHA will require all families to attend and complete post-purchase ongoing homeownership counseling.

All families wishing to participate in the Homeownership Program must complete a minimum of the regular eight hours of pre-purchase homeownership counseling and any individually required counseling sessions.

### **15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER [24 CFR 982.631]**

#### **Home Inspections**

The PHA may not commence monthly homeownership assistance payments or provide down payment assistance grants for a family until the PHA has inspected the unit and has determined that the unit passes HQS.

HUD regulations require a home inspection by an approved independent, professional home inspector. The family is required to select and pay for a home inspector to identify any physical defects and determine the condition of the major building systems and components.

The buyer and MHA must receive a written report of this examination describing the observable major defects, required repairs and/or accessibility modification requirements.

The inspector shall also be acceptable to the local lending institutions. In all cases the inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems. The unit must pass a termite or wood destroying organism report and any other requirements as determined by the State.

The independent inspector may not be a MHA employee or contractor, or other person under control of MHA. However, MHA has established standards for qualification of inspectors selected by families under the homeownership program.

MHA and the family will discuss the results of the inspection and determine if any pre-purchase repairs are necessary. MHA may disapprove the unit for purchase based on the results of the independent or HQS inspection.

### MHA POLICY

When a family locates a home they wish to purchase and submits a copy of their purchase offer/contract, MHA will conduct a housing quality standards (HQS) inspection within 10 business days. Any items found not to meet HQS must be repaired before the unit can be determined eligible for the homeownership program and before the closing date.

MHA will also require a home inspection as required by HUD. The family must hire an independent professional inspector, whose report must be submitted to MHA for review. The inspector must be a member of the American Society of Home Inspectors (ASHI) or other recognized professional society, or a licensed engineer, or a standard that is readily accepted by the local lending community that is participating in the HCV Homeownership Program. The inspector may not be a MHA employee.

MHA will review the professional report in 5 days and based on the presence of major physical problems, MHA may disapprove the purchase of the home. If MHA disapproves the purchase of a home, the family will be notified in writing of the reasons for the disapproval.

### **Contract of Sale**

Eligible homes must be located within the boundaries of the HCV Program. The seller cannot be an individual, company, or corporation who has been debarred, suspended, or is subject to a limited denial of participation by HUD or MHA. MHA may deny approval of a seller for any reason provided for disapproval of an owner under the voucher rental program regulations.

Before commencement of homeownership assistance, the homeownership applicant must enter into a contract of sale, or earnest money agreement, with the home seller.

- MHA will provide the buyer with an *Addendum to the Residential Purchase Agreement*. Both the buyer and seller must execute the earnest money agreement and *Addendum*.

The *Addendum to the Residential Purchase Agreement* shall contain the following provisions:

1. Specify price and other terms of sale by the seller to the purchaser.
2. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.

3. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser and MHA.
4. Provide that the purchaser is not obligated to pay for any necessary repairs.
5. Specify that an HQS inspector be granted access to the property to perform an HQS inspection prior to closing. Homeownership assistance is contingent on satisfactory inspections by both inspectors and subject to approval by MHA.
6. Specify that the seller has not been debarred, suspended, or subject to a limited denial of participation in a HUD program under 24 CFR.
7. Specify that before Buyer is obligated under any contract to purchase Property, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

The *Addendum to the Residential Purchase Agreement* shall contain the following provisions if the unit is not yet constructed:

1. The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628.
2. The construction will not commence until the environmental review has been completed and the seller has received written notice from the PHA that environmental approval has been obtained. Conduct of the environmental review may not necessarily result in environmental approval, and environmental approval may be conditioned on the contracting parties' agreement to modifications to the unit design or to mitigation actions.

Commencement of construction in violation of either of the above two provisions voids the purchase contract and renders homeownership assistance under 24 CFR part 982 unavailable for purchase of the unit.

### **Disapproval of a Seller**

In its administrative discretion, MHA may deny approval of a seller for the same reasons a PHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

### **15-VII.H. FINANCING [24 CFR 982.632]**

It is the responsibility of the family to secure financing for the home purchase. The issuance of the Certificate of Eligibility does not guarantee that a family has the ability to secure financing for a home purchase. The Program Administrator and/or partner agencies will provide guidance to potential home buyers to ensure they avail themselves of various down payment assistance programs, optimum loan packages, mortgage interest rates, and ways to avoid predatory lending practices.

MHA demonstrates its capacity to administer the HCV Homeownership program by requiring the financing to purchase a home either be provided, insured, or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

### **Down Payment Requirement**

The purchasing family is required to invest at least three percent (3%) of the purchase price of the home. This investment can take the form of a down payment, closing costs, or a combination of the two. Of this sum, at least one percent (1%) of the purchase price must come from the family's personal resources.

If the family is an FSS graduate, the FSS escrow may be used to meet 50% of the down-payment and closing costs contribution requirements established by MHA.

The buyer may acquire financing through any MHA approved lender. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements. Qualified participants may use the value of rental assistance as a form of "income" to help them qualify for a mortgage. Their assistance may be applied directly against their mortgage payment, therefore enabling a borrower to qualify for a home purchase.

There is no prohibition against using local/state grants or other subsidized financing in conjunction with the Housing Choice Voucher Homeownership Program. The program can be combined with a variety of mortgage loan products and other HUD programs to assist a potential home buyer in achieving the most favorable interest rate and terms of purchase.

### **Lending Partners**

MHA may not influence a family's choice of lending options by limiting the use of homeownership assistance to particular units, neighborhoods, developers, lenders or require a family to use a set financing approach. However, HUD encourages MHA to develop partnerships with lenders to better serve the needs of families. MHA will counsel the family to avoid predatory lenders or lending practices. MHA will honor any financing package that arises from any lending product approved by the FHA.

### **Underwriting Options**

The following underwriting options are suggested under this program. The lender will

decide upon the option based upon income and borrower qualifications determined on a case-by-case basis by the lender, and dependent upon the specific loan products utilized.

#### Option One: Deduct HAP from Principal. Interest. Taxes & Insurance (PITI!)

The borrower's HAP is applied directly to the PITI, and the housing debt to income ratio is calculated on the "net housing obligation" of the borrower.

#### Option Two: Add HAP to Borrower's Income

Calculate total income as a combination of the tax-exempt HAP (grossed up by 25%) and

the borrower's income from employment using underwriting ratios specific to the loan product being used.

#### Option Three: Two Mortgage Approach

Borrower qualifies for the first mortgage (PITI) using only earned income. The HAP is used to pay the full P&I for a second mortgage.

#### **Loan Restrictions**

Mortgages with balloon payments, interest only, or variable interest rates are not allowed under SRA's program. The buyer may not enter into a seller financing or lease-purchase agreement under this program.

MHA reserves the right to review lender qualifications and the loan terms before authorizing homeownership assistance. MHA may disapprove proposed financing of the debt if MHA determines that the debt is unaffordable. In making this determination, MHA will take into account family expenses such as child care, un-reimbursed medical expenses, homeownership expenses, and other family expenses, in addition to the participant's income. Independent of the lender's requirements, MHA has established a criteria that the family cannot have a family share in excess of 45% of the monthly adjusted income at the time of the initial closing.

MHA must approve any proposed refinancing of the property. MHA staff will review all requests for refinancing.

- Refinancing the property, without prior written approval from MHA, may result in termination of the HCV Homeownership assistance.

In making its determination, MHA will take into account the reason(s) for the request to refinance, as well as the current assets and liabilities of the family, and how the refinancing will impact the total tenant payment. Homeownership assistance may continue if refinancing is approved, but will be limited to the remaining term based on the initial mortgage loan.

MHA has established requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt.

#### MHA POLICY

As a check against predatory lending, MHA will review the financing and refinancing of each purchase transaction, including estimated closing cost. MHA will not approve loans for features, such as balloon payments, adjustable rate mortgages, and unusually high interest rates. MHA will not approve any loans that contain predatory practices. MHA also will not approve "seller financing" or "owner held" mortgages. Beyond these basic criteria, MHA will rely on the lenders or the secondary market to determine the loan that will be affordable to program participants.

## **15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]**

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

### **Continuous Reporting Requirements**

MHA will reexamine the family's income and composition on an annual basis.

After purchase of the home, the family must continue to adhere to the "HUD Statement of Homeowner Obligations" and MHA *Statement of Family Obligations* in order to continue to receive the monthly housing assistance payment. MHA *Statement of Family Obligations* will be reviewed by the family and signed at each annual reexamination.

A new *Certificate of Housing Assistance Payment* must be issued prior to any change in the housing assistance payment. Non-elderly and non-disabled families are required to annually document continued compliance with the full-time work requirement of the program by annual completion of the *Homeownership Work Certification*.

A family must disclose all changes in income within ten (30) business days of the change and at the annual reexamination. Failure to disclose or accurately report changes will jeopardize a family's continued participation in this program. A family may not add an adult household member without prior MHA approval. MHA will deny admission to any individual who would otherwise not qualify for admission to the program due to criminal history, drug related history, or registry on a sex-offender list.

Participant must agree to attend post-purchase counseling sessions in conjunction with acceptance into this program to continue to receive assistance. MHA may require families who become delinquent on their mortgage payments to participate in additional homeownership and/or credit counseling classes.

MHA may deny or terminate assistance for violation of participant obligations as described in the "HUD Statement of Homeowner Obligations", MHA *Statement of Family Obligations*, or other program obligations.

### **Continuous Employment Obligations**

- The applicant head of household or spouse must remain continuously employed (no less than 30 hours per week) while participating in the program.
- Part-time employment by both parties, totaling over 30 hours per week, does not constitute full-time employment by either party.

### **Mitigating Circumstances**

If a working family is subsequently determined by MHA to now qualify as a "disabled family," as defined by HUD, the full-time employment requirement is no longer applicable to that family.

MHA will consider mitigating circumstances where certain lapses in employment prohibit the family from meeting its continuous employment obligation. These include receipt of Unemployment Insurance Benefits due to layoff; absences defined under the Family Medical Leave Act; receipt of Workman's Compensation benefits.

MHA will allow week-for-week substitutions whenever of any of these benefits are received.

The participant must return to full-time employment within 30 days after exhaustion of unemployment benefits. Failure to return to full-time employment (30 hours per week) within 30 days will generate a 60-day *Notice to Correct*. Failure to correct will result in a correctable 30-day *Notice of Termination*.

A participant who is employed but is on leave from work due to maternity leave, FMLA or is receiving Workman's Compensation, is exempt from the full-time employment requirement during the period of approved leave from work. A participant must return to full-time employment within 30 days after exhaustion of applicable benefits. Willful failure to return to full-time employment (30 hours per week), after 30 days, will generate a 60-day *Notice to Correct*. Failure to correct will result in a correctable 30-day *Notice of Termination*.

Consideration of other mitigating circumstances is at the discretion of a local Area Coordinator recommendation to the HCV Program Administrator. The Program Administrator will review any additional mitigating circumstances that prevent a participant's return to full-time employment within the time frames allotted. Determinations of the review are made on a case-by-case basis. The decisions are subject to final approval by the Director.

### **Guests and Changes in Family Composition**

All changes in family composition must be reported to the Housing Program Specialist. All new family members must be approved as eligible residents before moving into the residence. Family guests are permitted for a period not to exceed 30 days in any calendar year. MHA may consider persons who exceed the 30 day occupancy limit, or who use the residence as a personal mailing address, unauthorized family members. The family may be in violation of their family obligations and MHA may take appropriate action up to and including termination of assistance.

The family must also comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to

purchase the home, or any refinancing of such debt.

- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to the PHA or HUD as specified in 24 CFR 982.551(b).
- The family must, at annual reexamination, document that the family is current on mortgage, insurance, escrow accounts, repair reserve account, and utility payments.
  - The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
  - The family must notify the PHA before moving out of the home.
  - The family is prohibited from moving more than one time in a one (1) year period. The family may be required to participate in pre- and post-purchase homeownership counseling prior to re-housing.
  - The family must notify the PHA if the family defaults on the mortgage used to purchase the home.
  - No family member may have any ownership interest in any other residential property.
  - The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).
  - Agree to maintain the condition of the home to comply with minimum HUD Housing Quality Standards (HQS).
  - Acknowledge that the termination of assistance shall be in accordance with program requirements and the Administrative Plan.
  - Acknowledge that the family is obligated for the whole mortgage payment in the event of termination of assistance.
  - Disclose any and all changes of family composition and family income immediately to MHA.
  - Agree that the family must immediately notify MHA of any late payment, delinquency notices, or default notices and must agree to participate in default counseling with a designated agency to become current.
  - Agree to attend any identified financial, homeowner or post purchase counseling during time of assistance.

- MHA requires the family to maintain a minimum reserve for maintenance and major repairs. The minimum reserve shall be equal to the monthly reserve amounts times the number of months assisted as a homeowner less any MHA approved withdraws.

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, MHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to MHA the HCV homeownership assistance for the month when the family moves out.

#### **15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]**

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

Upon the death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue, pending settlement of the decedent's estate. The home must be solely occupied by remaining family members in accordance with 24 CFR 982.551(h).

For a nonelderly/nondisabled family, the total homeownership assistance received by a family, whether on different homes or through different public housing agencies, cannot exceed the eligible term of assistance based on the of the initial mortgage loan. If the family has received such assistance for different homes, or from different MHA, the total of such assistance terms is subject to the maximum term described in this part.

## **15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]**

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

The family is responsible for all monthly homeownership expenses not reimbursed by the housing assistance payment. Homeownership expenses include:

- principal and interest on the initial mortgage debt and any refinancing of such debt;
- any mortgage insurance premium incurred to finance the purchase of the home;
- real estate taxes and public assessments on the home;
- home insurance;
- cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association;
- the land lease for land where the home is located;
- MHA allowance for maintenance expenses;
- MHA allowance for costs of major repairs and replacements;
- MHA utility allowance for the home; and
- principal and interest on debt incurred to finance major repairs, replacements or improvements on the home.

For an individual with disabilities, such debt may include those costs incurred by the family to make the home accessible.

### **MHA POLICY**

MHA housing assistance payment will be paid directly to the family or to the lender, if required by the lender. If paid to the family, it will be the family's responsibility to make the entire payments to the lender. MHA may make the exception if the family requests the payment to go directly to the lender, and this arrangement is acceptable to the mortgage company. If the assistance payment exceeds the amount due to the lender, MHA must pay the excess directly to the family. The family, at its option, can also place these funds in an escrow account that can be used for repairs or other homeownership expenses.

**Monthly maintenance allowance:** The monthly maintenance allowance will be the annual maintenance allowance, divided by twelve. The annual maintenance allowance will be set at \$600 at this time, subject to future adjustments.

**Monthly major repair/replacement allowance:** The monthly major repair/replacement allowance will be the annual major repair/replacement allowance divided by 12. The annual major repair/replacement allowance will be set at \$600 at this time, subject to future adjustments.

Homeownership expenses for a cooperative member may only include amounts allowed by the

PHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- MHA allowance for maintenance expenses;
- MHA allowance for costs of major repairs and replacements;
- MHA utility allowance for the home; and
- Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if MHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

#### **15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]**

MHA will permit portability of HCV homeownership assistance to another jurisdiction subject to MHA policies governing portability. The receiving jurisdiction must operate a HCV Homeownership Program for which the applicant qualifies and it must be willing to administer new homeownership families. In order to remain eligible for the program, the participant must sell the current home purchased under the HCV Homeownership Program and incur no mortgage default.

MHA will also accept families from another HCV Homeownership Program subject to MHA admission requirements for the homeownership program. It will administer the voucher if approved for homeownership.

Subject to the restrictions on portability included in HUD regulations and MHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. The receiving PHA may absorb the family into its voucher program, or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

### **15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]**

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

MHA will deny permission to move to a new unit with continued voucher assistance as follows:

- Lack of funding to provide continued assistance.
- At any time, MHA may deny permission to move with continued rental or homeownership assistance in accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- In accordance with MHA's policy regarding number of moves within a 12-month period.

MHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

### **MHA POLICY**

For families participating in the homeownership option, requests to move will be approved and/or denied in accordance with MHA policies stated in Chapter 12.

MHA will not require additional counseling of any families who move with continued assistance.

### **15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]**

A family's homeownership assistance may be terminated if a family fails to comply with its obligations under the HCV Homeownership Program or if the family defaults on the mortgage.

#### **Failure to Comply with Homeowner Obligations**

The family must comply with the terms of any mortgage incurred to purchase and/or refinance the home. The family must provide MHA with written notice of any sale or transfer of any interest in the home; any plan to move out of the home prior to the move; notification of the family's household composition and income and homeownership expenses on an annual basis; and any notice of mortgage default received by the family. Except as otherwise specified in this plan, the family may not convey or transfer the home to any entity or person.

Homeownership assistance may be denied or terminated in accordance with any of the provisions listed at 24CFR 982.638 and/or MHA requirements.

#### **Occupancy of Home**

Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, MHA will not continue homeownership assistance commencing with the month after the family moves out. Neither the family nor the lender is obligated to reimburse MHA for homeownership assistance paid for the month the family moves out.

### **Family Requests a Return to Rental Assistance**

If a family requests to return to rental assistance, MHA may provide the family with a rental voucher, provided there is no mortgage loan default and the family has met all obligations under the HCV Program. The family must sell the home before MHA provides rental assistance.

At any time, MHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

MHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633. MHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

### **MHA POLICY**

MHA will terminate a family's homeownership assistance if the family violates any of the homeowner obligations, as well as for any of the reasons listed in the Statement of Homeownership Obligation Housing Choice Voucher Homeownership Program.

In making its decision to terminate homeownership assistance, MHA will consider alternatives as described in Section 12-IIC and other factors described in Section 12-II D. Upon consideration of such alternatives and factors, MHA may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-IIE.

### **15-VI.O.DEFAULT**

If a family defaults on a mortgage, MHA may permit the family to move with continued assistance. The family must demonstrate that it has conveyed title of the home to the lender, or its designee, and moved from the home within the period established and approved by the lender and MHA [CFR 24 982.638(d)]. Any decision to approve or deny rental assistance is based on HCV rental program policies and procedures addressed in MHA Administrative Plan.

A family is ineligible for future homeownership assistance.

### MHA POLICY

If the family defaults on the home mortgage loan, the participant will not be able to use the homeownership voucher for rental housing but may reapply for the Section 8 waiting list, if the waiting list is open.

### **15-VII.P.RECAPTURE**

#### MHA Policy

By regulation, MHA cannot recapture any of the HCV Homeownership assistance, unless there is an act of fraud or misrepresentation of a material fact. The HCV Homeownership recapture provision does not apply to any other program funds that may be used in the transaction.

### **15-VII.Q.INFORMAL HEARING [24 CFR 982.555]**

An informal hearing will be provided for participants who are being terminated from the Program because of the family's action or failure to act as provided in 24 CFR 982.552. The rules and procedures set forth in the Administrative Plan, entitled "Informal Hearings", will apply.

## **ADDENDUM B**

### **STUDENT ELIGIBILITY ADMISSION CRITERIA**

On December 30, 2005, the Department of Housing and Urban Development published a final rule (FR-5036-F-01), entitled, "Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937," implementing Section 327 of the Appropriations Act of Fiscal Year (FY) 2006. The final rule became effective January 30, 2006. The law and final rule require that if a student is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for Housing Choice Voucher assistance, or the student's parents are, individually or jointly, ineligible for assistance, no Housing Choice Voucher assistance can be provided to the student.

This rule does not affect students residing in a Housing Choice Voucher assisted unit with their parents or reside with parents who are applying to receive Housing Choice Voucher assistance. It applies to students applying for or receiving assistance separately from their parents.

## **DEFINITIONS (IN THE CONTEXT OF THE STUDENT ELIGIBILITY RULE)**

- **Dependent Child-** Dependent child of an enrolled student. A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or a person, who is under 18 years of age, or a person with a disability, or is a fulltime student.
- **Student-** Any student enrolled either full-time or part-time at an institution of higher education. Part-time students are not exempted.
- **Parents-** Biological parents, adoptive parents, or guardians.
- **Veteran-** a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

## **STUDENT ELIGIBILITY REQUIREMENT**

No assistance shall be provided to any individual who:

- Is enrolled as a student at an institution of higher education;
- Is under 24 years of age;
- Is not a veteran of the United States military;
- Is unmarried;
- Does not have a dependent; and
- Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under Section 8 of the 1937 Act.

A student under the age of 24 who is not a veteran, is unmarried, and does not have a dependent child, may be eligible for assistance if the student and the student's parents (the parents individually or jointly) are income eligible. If it is determined that the parents are not income eligible, the student is ineligible to receive assistance.

## **ADDENDUM C**

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

24 CFR Parts 5, 92, 200, 574, 576, 578,  
880, 882, 883, 884, 886, 891, 960, 966,  
982, and 983

[Docket No. FR-5720-P-02] RIN 2501-AD71

Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs

AGENCY: Office of the Secretary, HUD.

ACTION: Proposed rule.

**SUMMARY:** This proposed rule would amend HUD's regulations to fully implement the requirements of the Violence Against Women Act (VAWA) as reauthorized in 2013 under the Violence Against Women Reauthorization Act of 2013 (VAWA 2013). VAWA 2013 provides enhanced statutory protections for victims of domestic violence, dating violence, sexual assault, and stalking. VAWA 2013 also expands VAWA protections to HUD programs beyond HUD's public housing and Section 8 programs, which were covered by the reauthorization of VAWA in 2005 (VAWA 2005). In addition to proposing regulatory

amendments to fully implement VAWA 2013, HUD is also publishing for public comment two documents concerning tenant protections required by VAWA 2013—a notice of occupancy rights and an emergency transfer plan. Although VAWA refers to women in its title, the statute makes clear that the protections are for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, sexual orientation, or age. DATES: Comments due June 1, 2015. ADDRESSES: Interested persons are invited to submit comments regarding this notice to the Regulations Division, Office of General Counsel, Department of Housing and Urban Development, 451 7th Street SW., Room 10276, Washington, DC 20410–0500. Communications must refer to the above docket number and title. Interested persons are invited to submit comments regarding this proposed rule. There are two methods for submitting public comments. All submissions must refer to the above docket number and title. 1. Submission of Comments by Mail. Comments may be submitted by mail to the Regulations Division, Office of General Counsel, Department of Housing and Urban Development, 451 7th Street SW., Room 10276, Washington, DC 20410–0500.

2. Electronic Submission of Comments. Interested persons may submit comments electronically through the Federal eRulemaking Portal at [www.regulations.gov](http://www.regulations.gov). HUD strongly encourages commenters to submit comments electronically. Electronic submission of comments allows the commenter maximum time to prepare and submit a comment, ensures timely receipt by HUD, and enables HUD to make comments immediately available to the public. Comments submitted electronically through the [www.regulations.gov](http://www.regulations.gov) Web site can be viewed by other commenters and interested members of the public. Commenters should follow the instructions provided on the site to submit comments electronically. Note: To receive consideration as public comments, comments must be submitted through one of the two methods specified above. Again, all submissions must refer to the docket number and title of the rule. No Facsimile Comments. Facsimile (Fax) comments are not acceptable. Public Inspection of Public Comments. All properly submitted comments and communications submitted to HUD will be available for public inspection and copying between 8 a.m. and 5 p.m., weekdays, at the above address. Due to security measures at the HUD Headquarters building, an advance appointment to review the public comments must be scheduled by calling the Regulations Division at 202–708–3055 (this is not a toll-free number). Individuals with speech or hearing impairments may access this number via TTY by calling the Federal Relay Service at 1–800–877–8339. Copies of all comments submitted are available for inspection and downloading at [www.regulations.gov](http://www.regulations.gov). FOR FURTHER INFORMATION CONTACT: For information about: HUD’s Public Housing program, contact Todd Thomas, Acting Director, Public Housing Management and Operations Division, Office of Public and Indian Housing, Room 4210, telephone number 202–402–5849; HUD’s Housing Choice Voucher program (Section 8), contact Becky Primeaux, Director, Housing Voucher Management and Operations Division, Office of Public and Indian Housing, Room 4216, telephone number 202–402–6050; HUD’s Multifamily Housing programs, contact Yvette M. Viviani, Director, Housing Assistance Policy Division, Office of Housing, Room 6138, telephone number 202–708–3000; HUD’s HOME Investment Partnerships program, contact Virginia Sardone, Director, Office of Affordable Housing Programs, Office of Community

Planning and Development, Room 7164, telephone number 202–708–2684; HUD’s Housing Opportunities for Persons With AIDS (HOPWA) program, contact William Rudy, Acting Director, Office of HIV/AIDS Housing, Office of Community Planning and Development, Room 7212, telephone number 202–708–1934; and HUD’s Homeless programs, contact Ann Marie Oliva, Director, Office of Special Needs Assistance, Office of Community Planning and Development, telephone number 202–708–4300. The address for all offices is the Department of Housing and Urban Development, 451 7th Street SW., Washington, DC 20410. The telephone numbers listed above are not toll-free numbers. Persons with hearing or speech impairments may access these numbers through TTY by calling the Federal Relay Service, toll-free, at 800–877–8339. SUPPLEMENTARY INFORMATION: Executive Summary Purpose of This Regulatory Action. This rule commences the rulemaking process to implement those provisions of VAWA 2013 that are not self-implementing. The reauthorization of VAWA 2013 expanded applicability of the VAWA protections to HUD programs beyond those HUD programs specified in VAWA 2005. VAWA 2013 also explicitly specifies sexual assault, which was not covered in VAWA 2005, as covered by VAWA protections. VAWA 2013 also expands the protections for

victims of domestic violence, dating violence, sexual assault, and stalking by requiring housing providers to have emergency transfer plans, and by providing reasonable time for tenants to establish eligibility for assistance under a VAWA-covered program where an assisted household has to be divided as a result of domestic violence. While the core protections of VAWA—prohibition on denying or terminating housing assistance on the basis that an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking—apply without rulemaking and HUD has advised its program participants of such immediate applicability, other requirements of VAWA 2013 must first be submitted for public comment, and this proposed rule addresses those requirements. The importance of having HUD’s VAWA regulations updated cannot be overstated. The expansion of VAWA 2013 to other HUD rental assistance programs emphasizes the importance of protecting victims of domestic violence, dating violence, sexual assault, and stalking, in all HUD housing offering rental assistance. By having all housing providers in HUD-covered programs be aware of the protections of VAWA and the actions that they must take to provide such protections if needed, HUD signals to all tenants in the covered housing programs that HUD is an active part of the national response to prevent domestic violence, dating violence, sexual assault, and stalking.

**Summary of the Major Provisions of This Regulatory Action**

**Key regulatory provisions to be addressed by this rule include proposed regulations that would:**

- Include “sexual assault” as an action covered by VAWA protections, an action that was not included for HUD-covered programs by VAWA 2005.
- Establish a definition for “affiliated individual” based on the statutory definition and that is usable and workable for programs covered by VAWA.
- Apply VAWA protections to the Housing Trust, which was not statutorily listed as a covered program.
- Establish a reasonable period of time during which a tenant (in situations where the tenant is not the perpetrator) may establish eligibility to remain in housing, where the tenant’s household is divided due to domestic violence, dating, violence, sexual assault, or stalking, and where the tenant was not the member of the household that previously established eligibility for assistance.
- Establish what constitutes a safe and available unit to which a victim of domestic violence, dating violence, sexual assault, or stalking can be transferred on an emergency basis.
- Establish what document at ion requirements, if any, should be required of a tenant seeking an emergency transfer to another assisted unit.

Please refer to section II of this preamble, entitled “This Proposed Rule” for a more detailed discussion of all the changes proposed by this rule.

**Costs and Benefits**

The benefits of HUD’s proposed regulations include codifying, in regulation, the protections of VAWA to HUD programs beyond HUD’s public housing and Section 8 programs that have been covered since VAWA 2005; strengthening the rights of victims of domestic violence, dating violence, sexual assault, and stalking in HUD-covered programs, including confidentiality rights; and possibly minimizing the loss of housing by such victims through the bifurcation of lease provision and emergency transfer provisions. With respect to rental housing, VAWA was enacted to bring housing stability to victims of domestic violence. It was determined that legislation was needed to require protections for victims of domestic violence in rental housing because landlords often responded to domestic violence occurring in one of their rental units by evicting the tenant regardless of whether the tenant was a victim of domestic violence, and refusing to rent to victims of domestic violence on the basis that violence would erupt in the victim’s unit if the individual was accepted as a tenant. To ensure that landlords administering HUD rental assistance did not respond to domestic violence by denying or terminating assistance, VAWA 2005 brought HUD’s public housing and Section 8 programs under the statute’s purview, and VAWA 2013 covered the overwhelming majority of HUD programs providing rental assistance. The costs of the regulations are primarily paperwork costs. These are the costs of providing notice to applicants and tenants of their occupancy rights under VAWA, the preparation of an emergency transfer plan, and documenting an incident or incidents of domestic violence, dating violence, sexual assault, and stalking. The costs, however, are minimized by the fact that VAWA 2013 requires HUD to prepare the notice of occupancy rights to be distributed to applicants and tenants; to prepare the certification form that serves as a means of documenting the incident or incidents of domestic violence, dating violence, sexual assault, and stalking; and to prepare a model emergency transfer plan that guides the entities and individuals administering the rental assistance provided by HUD in developing their own plans.

**Invitation To Comment**

HUD invites comment on its proposed regulations updating VAWA protections in HUD-covered programs. In this preamble, HUD includes twelve requests for comment on specific issues, and welcomes consideration of additional issues that may be identified by commenters.

**I. Background**

On March 7, 2013, President Obama signed into law VAWA 2013 (Pub. L. 113–4, 127 Stat. 54). VAWA 2013 reauthorizes and amends

VAWA 1994 (Title IV, sec. 40001–40703 of Pub. L. 103–322), which was previously reauthorized by VAWA 2000 (Pub. L. 106–386) and VAWA 2005 (Pub. L. 109–162, approved January 5, 2006, with technical corrections made by Pub. L. 109–271, approved August 12, 2006). As originally enacted in 1994, VAWA provided protections and services for victims of domestic violence, sexual assault, and stalking, and authorized funding to combat and prosecute perpetrators of sexual and domestic violence crimes. VAWA 1994 was not applicable to HUD programs. The VAWA 2005 reauthorization brought HUD’s public housing program and HUD’s tenant-based and project-based section 8 programs (collectively, the Section 8 programs) under coverage of VAWA by amending sections 6 and 8 of the United States Housing Act of 1937 (the 1937 Act) (42 U.S.C. 1437 et seq.), which are the authorizing statutes for those programs. VAWA 2005 established that being a victim of domestic violence, dating violence, or stalking cannot be the basis for denial of assistance or admission to public or Section 8 housing, and provided other protections for victims. VAWA 2005 also contained requirements for notification to tenants of the rights and protections provided under VAWA, provisions on the rights and responsibilities of public housing agencies (PHAs) and owners and managers of assisted housing, and provisions pertaining to acceptable documentation of incidents of domestic violence and related acts and maintaining the confidentiality of the victim. HUD regulations pertaining to VAWA 2005 protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L. Title VI of VAWA 2013, “Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking,” contains the provisions that are applicable to HUD programs. Specifically, section 601 of VAWA 2013 removes VAWA protections from the 1937 Act and adds a new chapter to Subtitle N of VAWA 1994 (42 U.S.C. 14043e et seq.) entitled “Housing Rights.” As applicable to HUD, this chapter provides additional protections for tenants beyond those provided in VAWA 2005, and expands VAWA protections to other HUD programs. In this preamble, unless otherwise stated, HUD uses the term VAWA 2013 to refer solely to the amendments made to Subtitle N of VAWA 1994 by VAWA 2013. On August 6, 2013, at 78 FR 47717, HUD issued a Federal Register notice that provided an overview of the applicability of VAWA 2013 to HUD programs. This notice listed the new HUD housing programs that VAWA 2013 added to the list of covered housing programs, described the changes that VAWA 2013 made to existing VAWA protections, and identified certain issues for which HUD specifically sought public comment. HUD solicited public comment for a period of 60 days, and the public comment period closed on October 7, 2013. HUD appreciates the public comments submitted in response to the August 6, 2013, notice, and these public comments were taken into consideration in the development of this proposed rule. The public comments on the August 6, 2013, notice can be found at the [www.regulations.gov](http://www.regulations.gov) Governmentwide portal, under docket number FR–5720–N–01, at <http://www.Regulations.gov/#!docketDetail;D=HUD-2013-0074>. Many of the comments submitted in response to the August 6, 2013, notice asked HUD to advise program participants that certain VAWA protections are in effect without the necessity of rulemaking. In response to these comments, HUD offices administering the housing programs covered by VAWA 2013 reached out to participants in the HUD programs to advise them that the basic protections of VAWA—not denying or terminating assistance to victims of domestic violence and expanding the VAWA protections to victims of sexual assault—are in effect, and do not require notice and comment rulemaking for compliance, and that they should proceed to comply with the basic VAWA protections.<sup>1</sup> This Proposed Rule This section of the preamble describes the regulatory changes that HUD proposes to make to HUD’s regulations to fully implement the rights and protections of VAWA 2013.

A. HUD’s Cross-Cutting VAWA Regulations—24 CFR Part 5, Subpart L

Subpart L of 24 CFR part 5 contains the core requirements of VAWA 2013 that are applicable to the HUD housing programs covered by VAWA (defined in this proposed rule as “covered housing programs”). The regulations in this subpart are supplemented by the regulations for the covered housing

<sup>1</sup> See, for example, the letter to Executive Directors of public housing agencies from the Assistant Secretary for Public and Indian Housing, issued September 30, 2013,

programs. The program-specific regulations address how certain VAWA requirements are to be implemented for the applicable covered housing program, given the statutory and regulatory framework for the program. While the regulations in 24 CFR part 5, subpart L, establish the core requirements of VAWA and how the VAWA requirements are to be implemented generally, the program specific

regulations, given the statutory parameters of the individual covered housing program, may provide for some VAWA protections to be applied differently from that provided in the part 5 regulations. The variations in implementation primarily pertain to the requirements governing: Bifurcation of a lease to remove the perpetrator of domestic violence, dating violence, sexual assault, or stalking; emergency transfers; and who can request documentation pertaining to incidents of domestic violence, dating violence, sexual assault, or staking. The variations are largely found in the programs administered by HUD's Office of Community Planning and Development (CPD). VAWA 2013 continues to contain language that reflects the structure of the HUD housing programs first covered by VAWA 2005; that is, housing that is administered by a public housing agency (PHA). The VAWA 2013 provisions do not quite match the structure of the newly covered HUD programs, in which housing is not administered by a PHA. In proposing how the VAWA protections are to be implemented in the newly covered programs, HUD took into account both the statutory and regulatory framework of each program and HUD's experiences in both administering the program and in working with the different entities that administer the program. In each case, HUD strived to fulfill the underlying intent of the VAWA protections and provide meaningful protection to victims of domestic violence, dating violence, sexual assault, or stalking. As the proposed regulatory text reflects, for some of the newly covered programs, greater responsibility to provide and oversee VAWA protections is placed on the entities that receive funding directly from HUD. For the other newly covered programs, more responsibility is placed on the housing owners or managers. For example, the HOME Investment or homeownership or providing direct rental assistance to low-income people, but the States and local jurisdictions are not responsible for administering assistance for rental housing in the same way that public housing agencies administer the public housing program. Under the HOME program, the assistance is administered by the property owner or manager, with the directly funded agencies (the states and localities) overseeing the administration of this eligible activity.<sup>2</sup> Additionally, some of the newly covered programs provide more discretion to the entities that HUD funds, while others are more prescriptive. For example, under HUD's Housing Opportunities for Persons With AIDS (HOPWA) program, the authorizing statute allows for family members of a HOPWA-eligible tenant who dies, to continue for a reasonable grace period, not to exceed 1 year, to remain in the unit, and provides assistance with moving expenses to the remaining family members. These program variations are reflected in the proposed regulations set out in this rule. Specific solicitation of comment 1: HUD specifically seeks comment from the participants in each of the HUD-covered programs, who are familiar with how a specific HUD-covered program operates, on whether the proposed regulations for the specific HUD-covered program carry out the intent of VAWA within the statutory parameters of the program. Applicability (24 CFR 5.2001) Existing § 5.2001 lists the HUD programs covered by VAWA. This rule would amend § 5.2001 to include the new HUD housing programs added by VAWA 2013, and to advise that the regulations in 24 CFR part 5, subpart L, address the statutory requirements of VAWA but that application of the requirements to a specific program, as discussed in the preceding section, may vary given the statutory and regulatory framework of that individual covered housing program.

As provided in § 5.2001, applicable "assistance" provided under the covered housing programs generally consists of two types (one or both): Tenant-based rental assistance, which is rental assistance that is provided to the tenant; and project-based assistance, which is assistance that attaches to the unit in which the tenant resides. For project-based assistance, the assistance may consist of such assistance as at [https://www.onecpd.info/resources/documents/Partnerships Program \(HOME program\)](https://www.onecpd.info/resources/documents/Partnerships Program (HOME program))

HOMEfires-Vol11-No1-Violence-Against-Women-Reauthorization-Act-2013.pdf, and from HUD's Office of Special Needs Assistance Programs at <https://www.onecpd.info/news/reauthorization-of-the-violence-against-women-act-vawa/>, provides formula grants to States and localities for a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent operating assistance, development assistance, and mortgage interest rate subsidy. Unless specificity is necessary to identify a particular type of assistance covered by VAWA, this preamble and the proposed regulations use the term "assistance" to refer broadly to the assistance provided under the covered housing programs.

Definitions (§ 5.2003)

Introductory text (Revised): The introductory text of § 5.2003 provides that certain terms are defined in subpart A of 24 CFR part 5. This rule would remove the terms "1937 Act" and

“Responsible Entity” from the introductory text, as these terms are no longer used in this subpart given the extension of VAWA protections beyond 1937 Act programs. Actual and imminent threat (Moved from § 5.2005(e) to § 5.2003): The definition of “actual and imminent threat” is currently found in § 5.2005(e). HUD does not propose to revise the definition, but rather to move the definition from § 5.2005(e) to the definition section, § 5.2003. HUD believes that the definition of “actual and imminent threat” is more appropriately placed in the definition section of the VAWA regulations.

Affiliated Individual (New): VAWA 2013 replaces the term “immediate family member” with “affiliated individual.” VAWA 2013 defines “affiliated individual” to mean, with respect to an individual: “(A) a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis; or (B) any individual, tenant, or lawful occupant living in the household of that individual.” The replacement of “immediate family member” with “affiliated individual” is intended to cover individuals lawfully occupying a unit but who may not necessarily meet a definition of “family.”<sup>3</sup> Under VAWA, an individual who is an immediate family member as defined under VAWA 2005 or an affiliated individual under the broader terminology adopted in VAWA 2013 does not receive VAWA protections if the individual is not on the lease. However, if an affiliated individual is a victim of domestic violence, dating violence, sexual assault, or stalking, and the tenant is not the perpetrator of such actions, the tenant cannot be evicted or have assistance terminated because of 3 VAWA 2005 defined “immediate family member” as (i) a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or (ii) any other person living in the household of that person and related to that person by blood or marriage. the domestic violence, dating violence, sexual assault, or stalking suffered by the affiliated individual. In addition, if the affiliated individual were to apply for housing assistance, the affiliated individual could not be denied assistance on the basis that the affiliated individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. HUD adds this definition of “affiliated individual” to § 5.2003, but proposes to modify the statutory definition slightly for purposes of clarity and replaces the Latin term “in loco parentis” with plain language terminology. HUD proposes to define “affiliated individual” as follows: Affiliated individual, with respect to an individual, means: (A) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent to a child (for example, the affiliated individual is a child in the care, custody, or control of that individual); or (B) any individual, tenant, or lawful occupant living in the household of that individual.

In response to HUD’s August 6, 2013, notice, a few commenters asked for more information about who could be considered an “affiliated individual,” and whether a live-in aide or caregiver would qualify. A commenter stated that because program participants must inform housing authorities and gain approval for the admittance of all household members, “affiliated individuals” should not include those who are unreported members of a household, or else it would result in the situation in which VAWA protections would extend to individuals violating program regulations.

HUD agrees with the commenter and does not read the statute to apply VAWA protections to guests, and unreported members of the household. The protections of VAWA are directed to the tenants. Generally, tenants in the HUD programs covered by VAWA (in some HUD programs, tenants are referred to as “program participants” or “participants”) are individuals, who, at the time of admission, were screened for compliance with the eligibility requirements specified by the HUD covered program in which the tenant participates. Once admitted, these tenants have contractual rights under a lease and may have certain administrative protections, such as a right to an informal hearing before termination of assistance or eviction occurs. These rights and privileges do not apply to unauthorized or unreported members of the household, such as guests, nor do they apply to affiliated

individuals.<sup>4</sup> If a guest, an unreported member of the household, or an affiliated individual is sexually assaulted, the tenant may not be evicted because of the sexual assault, as long as the tenant was not the perpetrator. While a live-in aide or caregiver who resides in a unit may be a lawful occupant, nonetheless such individual is not a tenant and the protections of VAWA would not apply, except that the live-in aide or caregiver cannot be denied assistance if he or she independently applies for assistance.

Similarly, if an affiliated individual is a victim of domestic violence, dating violence, sexual assault, or stalking, the tenant with whom the affiliated individual resides cannot be evicted or have assistance

terminated on the basis of the violence suffered by the affiliated individual, and, consequently, the affiliated individual may receive indirectly the benefit of continued assistance to the tenant.

A commenter asked that the VAWA regulations contain a definition of

“family” that is consistent with HUD’s definition of “family” at 24 CFR 5.403. With the removal of reference to

“family” in the VAWA statute and regulations, HUD believes there is no need to add a definition of “family” in the VAWA regulations. Additionally, the majority of HUD programs covered by VAWA 2013 already incorporate the definition of “family” in 24 CFR 5.403.5

**Bifurcate (Revised):** Bifurcation of a

lease was provided in VAWA 2005 as an option available to a covered housing provider (which term is defined below), and bifurcation of a lease remains an option, not a mandate under VAWA 2013.

This rule would amend the definition of “bifurcate” to remove reference to a

“public housing or section 8 lease” since VAWA 2013 makes bifurcation of a lease an option in all covered housing programs, subject to permissibility to bifurcate a lease under the program requirements and/or state and local laws, as may be applicable.

This rule also proposes to revise the

definition of “bifurcate” to reflect that VAWA 2013 authorizes a covered housing provider to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant of a unit and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing.

The rule proposes to define

“bifurcate” to mean dividing a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable covered housing program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon

the eligibility for continued occupancy of the remaining tenants and lawful occupants.

VAWA 2013 also revises the

bifurcation process in VAWA 2005, and these changes are addressed in § 5.2009.

**Covered housing program (New):**

VAWA 2013 includes a definition for

“covered housing program.” The statutory definition includes the VAWA

2005 covered housing programs (public housing and Section 8 programs) and the new HUD housing programs added

by VAWA 2013. HUD proposes to adopt the statutory definition, with the proposed inclusion of the Housing Trust Fund program, as discussed below.<sup>6</sup>

For some of the HUD covered housing

programs, the program may include assistance to which VAWA protections may not apply. For example, HUD’s HOME program offers homeownership assistance (see 24 CFR part 92), and the HOME program’s homeownership assistance is not covered by VAWA. The type of assistance to which VAWA protections apply, based on the

statutory provisions themselves, is assistance for rental housing, as discussed under the proposed definition of “assistance.” This type of assistance generally involves a tenant, a landlord (the individual or entity that owns and/ or leases rental units) and a lease specifying the occupancy rights and obligations of the tenant.<sup>7</sup> It is this relationship in which VAWA intervenes to ensure that, in covered housing

programs, a tenant or other lawful

<sup>6</sup> A commenter on the August 6, 2013, notice asked about coverage of the Rural Development Voucher program. This program is administered by the U.S. Department of Agriculture (USDA) and HUD refers the commenter to USDA for VAWA information about USDA programs.

7 For HUD programs, the assistance provided under a covered housing program may be assistance to the unit (assistance tied to the unit) assistance to the tenant (assistance tied to the tenant) or mortgage interest rate subsidies.

occupant who is a victim of domestic violence, dating violence, sexual assault, or stalking is not further victimized by being evicted, having assistance terminated, or having assistance denied solely because the individual is a victim of domestic violence, dating violence, sexual assault, or stalking.

Accordingly, this rule defines

“covered housing program” to encompass the HUD programs specified by the statute. The following highlights the types of assistance in which the VAWA protections apply to a covered housing program, given the statutory structure of the program. HUD does not highlight in the regulatory text of 24 CFR part 5, subpart L, the types of assistance within each covered housing program to which VAWA protections apply or may not apply. Programs change, as a result of statutory changes, including changes made by appropriations acts, and providing such specificity of assistance in the part 5 regulatory text could quickly be outdated. However, the program-specific regulations will reflect any changes in the coverage of VAWA protections.

(1) Section 202 Supportive Housing

for the Elderly (12 U.S.C. 1701q), with implementing regulations at 24 CFR part 891. Coverage of the Section 202

Supportive Housing for the Elderly program includes Senior Preservation Rental Assistance Contracts (SPRAC), and Project Assistance Contracts (PAC). Coverage excludes Section 202 Direct Loan Projects that are without project-based Section 8 assistance (assistance necessary for VAWA coverage).<sup>8</sup>

(2) Section 811 Supportive Housing

for Persons with Disabilities (42 U.S.C. 8013), with implementing regulations at

24 CFR part 891. Coverage of the Section 811 Supportive Housing for Persons with Disabilities program includes housing assisted under the Capital Advance Program and the Section 811 Rental Assistance Program, as authorized under the Frank Melville Supportive Housing Investment Act (Pub. L. 111–274, approved January 4, 2011).

8 Section 202 of the National Housing Act of 1959 authorized HUD to make long-term loans directly to multifamily housing projects and the loan proceeds were used to finance the construction of multifamily rental housing for persons age 62 years or older and for persons with disabilities. Amendments to Section 202 in 1990 replaced the direct loan program with capital advance programs for owners of housing designed for elderly or disabled residents. All projects that received Section 202 direct loans are eligible for project-based assistance under Section 8 but without such assistance the housing is not rental housing to which VAWA protections would apply.

(3) Housing Opportunities for Persons

With AIDS (HOPWA) program (42 U.S.C. 12901 et seq.), with

implementing regulations at 24 CFR part

574. Coverage of the HOPWA program includes housing receiving assistance as provided in 24 CFR 574.320 and

574.340. In addition, and as provided in the HOPWA regulations, the protections of VAWA apply to project-based assistance or tenant-based rental assistance as provided in § 574.300 and 574.320, and to community residences as provided in § 547.300.

(4) HOME Investment Partnerships

(HOME) program (42 U.S.C. 12741 et seq.), with implementing regulations at

24 CFR part 92. Coverage of the HOME program includes HOME tenant-based rental assistance and rental housing assisted with HOME funds, except as may be otherwise provided in 24 CFR 92.359.

(5) Homeless programs under title IV

of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360 et seq.), including the Emergency Solutions Grants program (with implementing regulations at 24 CFR part 576, coverage includes short- and medium-term rental assistance as provided in 24 CFR 576.407(g)), the Continuum of Care program (with implementing regulations at 24 CFR part 578), and the Rural Housing Stability Assistance program (with regulations forthcoming, see March 27, 2013, proposed rule at 78 FR 18726, and 78 FR 18746).<sup>9</sup> For the Continuum of Care program, the VAWA protections apply to all permanent housing and transitional housing, except safe havens,<sup>10</sup> for which

<sup>9</sup> As noted in HUD's August 6, 2013, Federal Register notice, HUD stated, in footnote 4, that VAWA 2013 says that "the program under subtitle A of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360 et seq.)" is a VAWA-covered housing program. (See 78 FR at 44719.) However, subtitle A does not address a program, but rather provides definitions, and other general provisions, applicable to title IV. HUD reiterates here its view that the intent of Congress was to include the programs found elsewhere in title IV, which include the Emergency Solutions Grants program, the Continuum of Care program, and the Rural Housing Stability Assistance program. HUD is cognizant that the statutory reference is to a single program, and the predominant program addressed under title IV, subtitle A, is the Continuum of Care Program. That said, HUD proposes to apply the VAWA protections, to the extent practicable, to the Emergency Solutions Grants Program and the Rural Housing Stability Assistance Program, which are authorized under subtitles B and D of the Act, respectively.

<sup>10</sup> The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended the McKinney-Vento Homeless Assistance Act, to, among other changes, repeal the "Safe Havens for Homeless Individuals Demonstration Program." Therefore, HUD has not funded any new safe haven projects, but HUD will continue to renew funding for existing safe haven

Continuum of Care grant funds are used for acquisition, rehabilitation, new construction, leasing, rental assistance, or operating costs. The VAWA protections also apply where funds are used for homelessness prevention, but only where the funds are used to provide short- and/or medium-term rental assistance.<sup>11</sup>

(6) Multifamily rental housing under section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)) with a below-market interest rate (BMIR) pursuant to section 221(d)(5), with implementing regulations at 24 CFR part

221. The Section 221(d)(3) BMIR program insured and subsidized mortgage loans to facilitate new construction or substantial rehabilitation of multifamily rental cooperative housing for low- and moderate-income families. The program is no longer active, but Section 221(d)(3) BMIR properties that remain in

existence are covered by VAWA. Coverage of Section 221(d)(3)/(d)(5) BMIR housing does not include section

221(d)(3)/(d)(5) BMIR projects that refinance under section 223(a)(7) or 223(f) of the National Housing Act where the interest rate is no longer determined under section 221(d)(5).

(7) Multifamily rental housing under section 236 of the National Housing Act (12 U.S.C. 1715z-1), with implementing regulations at 24 CFR part 236. Coverage of the Section 236 program includes not only those projects with mortgages under section 236(j) of the National Housing Act, but also non-FHA-insured projects that receive interest reduction payments ("IRP") under section 236(b) of the National Housing Act and formerly insured Section 236 projects that continue to receive interest reduction payments through a "decoupled" IRP contract under section 236(e)(2) of the National Housing Act. Coverage also includes projects that receive rental assistance payments authorized under section 236(f)(2) of the National Housing Act.

(8) HUD programs assisted under the

United States Housing Act of 1937 (42 U.S.C. 1437 et seq.), specifically, public housing under section 6 of the 1937 Act

projects as long as the project continues to operate in accordance with certain requirements. See [https://www.hudexchange.info/resources/documents/SafeHavenFactSheet\\_CoCProgram.PDF](https://www.hudexchange.info/resources/documents/SafeHavenFactSheet_CoCProgram.PDF). A safe haven is a form of supportive housing that serves hard-to-reach homeless persons with severe

(42 U.S.C. 1437d) 12 (with regulations at 24 CFR chapter IX), tenant-based and project-based voucher assistance under section 8 of the 1937 Act (42 U.S.C.

1437f) (with regulations at 24 CFR chapter VIII and IX), and the Section 8

Moderate Rehabilitation Single-Room Occupancy (SRO) (with implementing regulations at 24 CFR part 882, subpart H).

(9) The Housing Trust Fund (12

U.S.C. 4568) (with regulations forthcoming). In addition to the statutorily covered housing programs, HUD proposes to include in the definition of “covered housing programs” the Housing Trust Fund (HTF). In its proposed rule to establish program regulations for HTF, published on October 29, 2010, at 75 FR 66978, HUD proposed to codify the HTF program regulations in the same CFR part, 24 CFR part 92, in which the

HOME program regulations are codified. HUD stated that the reason for the proposed codification of the HTF regulations in the same CFR part as the HOME program regulations was that the two programs were similar to each other

in most respects.<sup>13</sup> Given the similarities between the HTF program and the HOME program, and the statutory coverage of the HOME program by VAWA 2013, HUD submits that the HTF is an appropriate program to add to the list of covered programs.

Specific solicitation of comment 2: HUD specifically solicits comment on applying VAWA protections to rental housing assisted under the HTF program in the same manner that HUD is proposing to apply the VAWA protections to rental housing assisted under the HOME program.

Covered housing provider (New): This rule proposes to add a definition of

“covered housing provider.” This term would be used in the part 5, subpart L, regulations to refer collectively to the individuals or entities under the VAWA covered housing programs, such as a public housing agency (PHA), state or local government, sponsor, owner, mortgagor, grantee, recipient, or the subrecipient that has responsibility for the administration and/or oversight of VAWA protections. The existing regulations in 24 CFR part 5, subpart L, reference only PHAs and owners and managers of assisted housing, reflecting the limited coverage by VAWA 2005. This rule proposes the term “covered housing providers,” to reflect that,

under VAWA 2013, implementation of VAWA protections and responsibilities are not limited to PHAs, owners, and managers of assisted housing.

The program-specific regulations for

the HUD programs covered by VAWA identify the individual or entity that carries out the duties and responsibilities of the covered housing provider, as set forth in part 5, subpart L. For any of the covered housing programs, there may be more than one covered housing provider; that is, depending upon the VAWA duty or responsibility to be performed, the covered housing provider may not always be the same individual or entity. This is the case generally for the newly covered HUD programs, for the reasons discussed earlier in this preamble, and that is that they are not administered by a PHA as was the case under the HUD program covered by VAWA 2005. For example, in the Section 8 Housing Assistance Payment programs, for which regulations are found in 24 CFR parts 880, 883, 884, and 886, and for which administration involves both a PHA and an owner of the housing, it is the PHA, not the owner, that is responsible for distributing to applicants and tenants the “notice of occupancy rights under VAWA, and certification form” described at 24 CFR

5.2005(a). It is the owner (not the PHA) that may choose to bifurcate a lease as described at 24 CFR 5.2009(a), and as discussed below, but it is the PHA, not the owner, that is responsible for providing

the “reasonable time to establish eligibility for assistance following bifurcation of a lease” described at 24 CFR 5.2009(b), which is also discussed below.

**Domestic violence (Revised): HUD**

proposes to revise the definition of

“domestic violence” to reflect the statutory inclusion of “intimate partner” and “crimes of violence” in the definition for this term. (See 42 U.S.C.

13925(a)(8).) Neither term is defined in title VI of VAWA of 2013. The term

“intimate partner” is defined in section

40002(a) of VAWA 1994 (see 18 U.S.C.

2266), and addressed (but not revised) in section 3 of VAWA 2013. Section 3 of VAWA provides

“universal definitions” for VAWA. (See 42 U.S.C.

13925(a).) Title 18 of the U.S. Code addresses Crimes and Criminal Procedure, and part I, chapter 110A of this title addresses domestic violence and stalking. Section 2266 of title 18 defines “intimate partner” to include a mental illness, who come primarily from the streets spouse, former spouse, a person who and have been unable or unwilling to participate in housing or supportive services.

11 Funding, for example, to cover mediation, credit counseling, or case management are homeless prevention activities not covered by VAWA. shares a child in common, and a person who cohabits or has cohabited as a spouse; or a person who is or has been in a romantic or intimate relationship,

as determined by factors such as the length and type of relationship; or any other person similarly situated to a spouse who is protected by the domestic or family violence laws of the State or tribal jurisdiction. The term “crime of violence” is defined in 18 U.S.C. 16 to mean: “an offense that has as an element the use, attempted use, or threatened use of physical force against the person or property of another, or (b) any offense that is a felony and that, by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.” HUD does not include the definitions for these terms but provides a cross-reference to their definitions in title 18 of the U.S. Code.

**Immediate family member (Removed):**

As noted earlier, VAWA 2013 replaces the definition of “immediate family member” and substitutes “affiliated individual.” HUD therefore proposes to remove the definition of “immediate family member” from the definition section.

**Sexual assault (New): While VAWA**

2005 contained provisions to protect victims of sexual assault (see 42 U.S.C.

14043e–1), reference to victims of sexual assault was not included in the amendments to sections 6 and 8 of the

1937 Act, which established the VAWA protections for HUD’s public housing and Section 8 programs. (See 42 U.S.C.

1437d(3) and 1437f(9) prior to amendment by VAWA 2013.) VAWA

2013 extends VAWA protections to victims of sexual assault for all HUD- covered housing programs.

The term

“sexual assault” is statutorily defined as

“any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.” (See 42 U.S.C.

13925(a).)

This rule would add the definition of “sexual assault” to the definitions in 24

CFR part 5, subpart L, and would also add reference to victims of sexual assault where other victims protected under VAWA are addressed (i.e., victims of domestic violence, dating violence, sexual assault, or stalking) to the regulations for the covered housing programs.

**Stalking (Revised): VAWA 2013**

removed the definition of “stalking” in title VI, but a definition of “stalking” remains in title I of VAWA.

Title I defines “stalking” as “engaging in a course of conduct directed at a specific person that would cause a reasonable person to—(A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress.” (See 42

U.S.C. 13925(a)(30)). HUD proposes to substitute this definition for the definition of “stalking” in §

5.2003.VAWA (Revised): This rule would revise the definition of VAWA to solely cite to the applicable U.S. Code citations.

**VAWA Protections (§ 5.2005)—Revised**

#### To Include New Protections

VAWA 2013 expands on the protections provided by VAWA 2005, and which are currently codified in HUD's regulations at 24 CFR 5.2005. VAWA 2005 obligated each PHA, owner, and manager of assisted housing to provide notice to tenants of their rights under VAWA, including the right to confidentiality. In addition, VAWA 2005 obligated each PHA to provide notice to owners and managers of assisted housing of their rights and obligations under VAWA. These requirements are addressed in HUD's existing regulations at 24 CFR 5.2005(a).

#### Notice of occupancy rights under VAWA and certification form

(§ 5.2005(a)(1)(i)) and (ii): VAWA 2013 requires HUD, as opposed to the individual covered housing provider, to develop the notice of rights available under VAWA, which HUD refers to as the "Notice of Occupancy Rights under VAWA." VAWA 2013 provides that each covered housing provider is to distribute the notice of occupancy rights developed by HUD, together with the certification form specified by VAWA 2013 (discussed below). The notice and certification form are to be distributed at such times as directed by VAWA.

VAWA 2013 states that the notice, to be developed by HUD, must also include the rights to confidentiality and

the limits to such confidentiality. The confidentiality rights provided by VAWA and the limits on such rights, which are to be addressed in this notice, are also proposed to be codified in § 5.2007(c) of HUD's regulations, as further discussed below. VAWA 2013 provides that any information submitted to a covered housing provider by an applicant or tenant (the individual), including the fact that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be maintained in confidence by the covered housing provider and may not be entered into any shared database or disclosed to any other entity or any other individual, except to the extent that the disclosure is: (1) Requested or consented to by the individual in writing, (2) required for use in an eviction proceeding involving VAWA protections, or (3) otherwise required by applicable law. The "otherwise required by applicable law" includes any additional procedures that may be provided under the regulations of the applicable covered HUD programs, or as required by other Federal, State, or local law. Unlike the emergency transfer plan, discussed below, which VAWA 2013 refers to as a "model plan," the statute does not refer to the notice of occupancy rights as a "model" notice. HUD believes that the difference in referring to the emergency transfer plan as a model plan but not referring to the notice of occupancy rights as a model notice may pertain, with respect to the plan, to the ability and feasibility of a covered housing provider to transfer a victim of domestic violence, dating violence, sexual assault, or stalking to an available and safe unit, which may vary significantly given program differences. However, the basic protections of VAWA apply to all covered housing programs, notwithstanding program differences.

HUD, therefore, reads the statutory provision as requiring covered housing providers to issue the notice as developed by HUD, without substantive changes to the core protections and confidentiality rights in the notice, but that covered housing providers should customize the notice to reflect the specific assistance provided under the particular covered housing program, and to their program operations that may pertain to or affect the notice of occupancy rights. For example, covered housing providers should add to the notice information that identifies the covered program at issue (e.g., Housing Choice Voucher program), the name of the covered housing provider (e.g., the Housing Authority of Any Town), how much time a tenant would be given to relocate to new housing in the event the covered housing provider undertakes lease bifurcation and the tenant must move from the unit, and any additional information and terminology that is used in the program and makes the notice of occupancy rights more meaningful to the applicants and tenants that receive the notice (e.g., use of "apartment" or "housing" in lieu of "unit").

#### Approved certification form

(§ 5.2005(a)(1)(ii)): VAWA 2013 provides that an approvable certification form is one that: (1) States that an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking; (2) states that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for VAWA protection meets the requirements under VAWA; and (3) includes the name of the individual who committed the domestic violence, dating violence, sexual assault, or stalking, if the name is known and safe to provide. (See 42

U.S.C. 14043e-11(c)(3).)

Timing of distribution of notice of occupancy rights (§ 5.2005(a)(2)): VAWA 2013 directs the covered housing provider to provide the notice of occupancy rights and certification form to an applicant or tenant at the following times: (1) At the time the applicant is denied residency in a dwelling unit assisted under the covered housing program; (2) at the time the individual is admitted to a dwelling unit assisted under the covered housing program; and (3) at the time that any notification of eviction or notification of termination of rental assistance is issued. The proposed regulatory text includes these time periods but rewords the first two periods of time to read as follows: (1) At the time the applicant is denied assistance or admission under the covered housing program, and (2) at the time the individual is provided assistance or admission under the covered housing program.

Specific solicitation of comment 3:

Given the many HUD programs that are being added to VAWA coverage by VAWA 2013, HUD is considering requiring that, at a minimum, the newly covered HUD programs distribute the notice of occupancy rights and certification form to all current tenants and not only to new tenants (i.e., at the time an individual is provided assistance or admission under the covered housing program). HUD specifically solicits comment on this proposal and whether there is a less burdensome way to reach out to all existing tenants in the newly covered HUD programs about their rights under VAWA.

Notice and certification form to be available in other languages

(§ 5.2005(a)(3)): VAWA 2013 also requires the notice and certification form to be available in multiple languages, consistent with guidance issued by HUD, implementing title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color, and national origin. (42 U.S.C. 14043e-11(d)(2).) The HUD Guidance was required by Executive Order 13116 and implements HUD

title VI and related regulations in 24 CFR 1.4. HUD's

Guidance requires recipients of Federal

financial assistance to take reasonable steps to ensure meaningful access to programs and services by individuals with Limited English Proficiency (LEP) and to reduce barriers that can preclude meaningful access by LEP individuals. See HUD Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against

National Origin Discrimination Affecting Limited English Proficient Persons (January 22, 2007), available at <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>. The guidance contains a four-part individualized assessment for recipients to use to determine the extent of their obligations, and an appendix with examples of how the four-part assessment might apply.

Prohibited basis for denial or termination of assistance or eviction (§ 5.2005(b)): As discussed above, VAWA 2013 provides, to the extent applicable, the same protections for applicants and tenants. This proposed rule would therefore combine the protections for applicants (currently found at § 5.2005(b)) and the protections for tenants (currently found at

§ 5.2005(c)) into one paragraph at

§ 5.2005(b). (See 42 U.S.C. 14043e-

11(b)(1).) In proposed § 5.2005(b), paragraph (b)(1) would state the general prohibition pertaining to denial or termination of assistance or eviction.

The prohibition, generally (§ 5.2005(b)(1)). Paragraph (b)(1) of § 5.2005(b)(1) provides that, under a covered housing program, neither an applicant nor tenant assisted may be denied assistance or admission, have assistance terminated, or be evicted on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy under a covered housing program.

Termination on the basis of criminal

activity (§ 5.2005(b)(2)): In proposed § 5.2005(b), paragraph (b)(2) would address the VAWA prohibition on denying or terminating assistance or evicting a tenant solely on the basis of criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking if the tenant or affiliated individual is the victim or threatened victim of such activity. VAWA 2005 prohibited denying or terminating assistance or evicting a tenant solely on the basis of criminal activity directly related to domestic violence, dating violence, or stalking if the tenant or immediate family member is the victim of such activity. VAWA 2013 expands the 2005 statutory prohibition to include reference to sexual assault and reference to affiliated individuals, and this rule would revise this protection to reflect the change in terminology. A commenter on the August 6, 2013, notice asked for clarification of the meaning of the

term “directly relating” in the context of criminal activity stating that it assumed that the use of the word “directly” was intended to limit the reach of the protection. The commenter is correct. The prohibition in VAWA on denying or terminating assistance on the basis of criminal activity, is not intended to cover all criminal activity, such as criminal activity related to the selling and distribution of narcotics, but rather solely to the criminal activity that specifically relates to domestic violence, dating violence, sexual assault, or stalking. HUD believes that, read in context of the full VAWA provision, the term is clear and no further elaboration is needed. Construction of lease terms and terms of assistance (§ 5.2005(c)): Proposed new paragraph (c) of § 5.2005 would incorporate the direction of VAWA 2013 on how to construe certain lease terms and terms of rental assistance. VAWA 2013 provides that an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as: (1) A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or (2) good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of a victim or threatened victim of such incident. (See 42 U.S.C. 14043e–11(b)(2).)

Although “actual or threatened” was removed by VAWA 2013 from almost all places that this term appeared in VAWA 2005, VAWA 2013 retains its use here with respect to direction on how to construe leases. The limited use of “actual or threatened” in VAWA 2013 may be because the VAWA protections that are applicable to individuals under the “threat” of domestic violence, dating violence, sexual assault, or stalking are limited to tenants; thus, necessitating the need to reference to “threatened” acts in determining lease violations. A tenant’s fear of “threatened” harm also arises in the context of a tenant’s request to be transferred to another unit. (See discussion of the emergency transfer plan later in this preamble.) It is HUD’s position that consideration of “threatened” acts of domestic violence is an important component of reducing domestic violence, and the intent of VAWA is to reduce domestic violence. In support of this position, HUD notes that the term “crime of violence” is used in VAWA’s definition of “domestic violence.” “Crime of violence” is defined in 18 U.S.C. 16 to mean (a) an offense that has an element the use, attempted use, or threatened use of physical force against the person or property of another or (b) any other offense that is a felony and that, by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.

#### Limitation of VAWA protections

(§ 5.2005(d)): Paragraph (d) of § 5.2005 would continue to address the limitations of VAWA protections, but would be revised to reflect changes made by VAWA 2013. Those changes include the expansion of coverage of HUD programs beyond HUD’s public housing and Section 8 programs, and new terminology such as “affiliated individual.”

HUD proposes to incorporate in § 5.2005(d) the language currently found in paragraph (b) of § 5.2009 (Remedies available to victims of domestic violence, dating violence, sexual assault or stalking). Section 5.2009(b) addresses court orders and provides that nothing in VAWA may be construed to limit the authority of a covered housing provider to honor court orders and civil protection orders. HUD views this provision as a limitation on VAWA protections, since such orders may result in the disclosure of confidential information, and therefore has moved this language to § 5.2005(d)(1).

Although not required by VAWA, HUD retains paragraph (d)(3) of existing § 5.2005 (§ 5.2005(d)(4) in the proposed rule) that encourages a covered housing provider to evict or terminate assistance as provided in § 5.2005(d) only when there are no other actions that could be taken to reduce or eliminate the threat of domestic violence. This paragraph provides that any eviction or termination of assistance, as provided in the regulations, should be utilized by a covered housing provider only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. This paragraph was added to HUD’s regulations in response to public comment in the prior rulemaking. Covered housing providers are strongly encouraged, although not mandated, to use eviction or termination as a last resort.

Removal of definition of “actual and imminent threat” in § 5.2005: As noted earlier in this preamble, HUD proposes to move the definition of “actual and imminent threat” to the definition section, § 5.2003.

Emergency transfer plan (§ 5.2005(e)):

VAWA 2013 increases protection for victims of domestic violence, dating violence, sexual assault, and stalking by requiring HUD to develop and adopt a model emergency transfer plan for use by covered housing providers. HUD addresses the requirements for the emergency transfer plan in § 5.2005(e). VAWA 2013 provides that the emergency transfer plan: (1) Must allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to transfer to another available and safe dwelling unit assisted under a covered housing program if the tenant expressly requests the transfer; the tenant reasonably believes that the tenant is threatened with imminent harm from further violence if the tenant remains within the same dwelling unit assisted under a covered housing program; or in the case of a tenant who is a victim of sexual assault, the sexual assault occurred on the premises during the 90-day period preceding the tenant's request for transfer; and (2) must incorporate reasonable confidentiality measures to ensure that the covered housing provider does not disclose the location of the dwelling unit of a tenant to a person that commits an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. (See 42 U.S.C. 14043e-11(e).)

HUD emphasizes certain points about the statutory language.

First, the statutory language refers to "reasonable confidentiality measures" and HUD replaces "reasonable" with "strict" confidentiality measures. HUD cannot overstate the importance of guarding the identity of victims of domestic violence, dating violence, sexual assault, and stalking and believes "strict" better reflects the intent of VAWA, which is optimum protections for victims of domestic violence. Second, the statutory documentation requirements of VAWA, which are specified below in the discussion of § 5.2007, are not statutorily required with respect to a tenant requesting an emergency transfer. Under a strict interpretation of section 41411(c)(1), (3)(A)(ii), and (3)(B)(ii) of VAWA, the statutory requirements regarding documentation only apply when a victim of domestic violence, dating violence, sexual assault, or stalking requests "protection under subsection (b)" of section 41411, which pertains only to lease bifurcation and the prohibited bases for denial or termination of assistance or eviction. Emergency transfers, in contrast, are covered in subsections (e) and (f) of section 41411 and the statute is silent regarding documentation requirements for requests for protection under those subsections. In addition, the statutory language refers to "tenants who are victims of domestic violence, dating violence, sexual assault, and stalking." This phrasing possibly indicates that the tenant may have already been determined to be victim of domestic violence, dating violence, sexual assault, and stalking, and, therefore, no need for further documentation.

HUD has reasonable discretion over what documentation requirements, if any, to apply or allow when victims of domestic violence, dating violence, sexual assault, or stalking request an emergency transfer from their existing unit to another safe and available unit. However, as noted earlier, because the statutory language refers to "victims of domestic violence" there is also the implication that the individual may have already been determined, through documentation, to be a victim of domestic violence and, therefore, further documentation would not be required.

In § 5.2007, HUD provides that the documentation requirements specified in paragraph (a) of § 5.2007 do not apply to a request for an emergency transfer requested under § 5.2005(e), unless otherwise specified by HUD by notice, or by the covered housing provider in its emergency transfer plan. Inclusion in the emergency transfer plan of any documentation requirements related to emergency transfer provides earlier notification to tenants of documentation requirements that may be imposed by the covered housing provider. Specific solicitation of comment 4: HUD believes that documentation requirements pertaining to the need for an emergency transfer are important for both the tenant and the covered housing provider. HUD invites comments on requiring documentation in the situation in which a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking requests an emergency transfer from the tenant's existing unit to another safe and available unit, and what that documentation might include. HUD welcomes commenters' views on whether documentation requirements should be imposed for tenants requesting emergency transfer, and, if so, whether less stringent documentation requirements should apply due to the emergency nature of the requests or more stringent documentation requirements should apply due to the increased costs and risks that transfers might present to housing owners, grantees, and PHAs.

HUD also seeks comment on the possibility of requiring documentation after the emergency transfer has been achieved, which would then provide a record for the covered housing provider as to why such a move was necessary. The statutory language refers to transfer to an "available and safe dwelling unit assisted under a covered housing program." The tenant must expressly request the transfer and

the tenant reasonably believe that the tenant is threatened with imminent harm from further violence if the tenant remains within the same dwelling unit, or in the case of a tenant who is a victim of sexual assault, the sexual assault occurred on the premises during the 90- day period preceding the request for transfer. The use of the terms “available and safe unit” reflect the limits of the covered housing provider’s responsibility to transfer a victim of domestic violence, dating violence, sexual assault, or stalking to another unit. Under an emergency transfer, the covered housing provider relocates a tenant who is a victim of such actions from the unit in which the tenant is residing to another unit if the covered housing provider has a unit that is: (1) Not occupied and available to the tenant given possible considerations that may be applicable, such as eligibility requirements, waiting list, tenant preferences or prioritization, unit restrictions, or term limitations; and (2) safe (for example, an unoccupied unit immediately next door to the unit in which the victim is residing would, on its face, be safer than the unit in which the victim is currently residing, but the degree and extent of safety may be questionable if the perpetrator remains in the unit in which the victim was residing). HUD reads “under a covered housing program” to mean the covered housing provider must, at a minimum, transfer the tenant to a unit under the provider’s control and assisted under the same covered program as the unit in which the tenant was residing, again, if a unit is available and is safe. An example of the meaning of control can be found in the Section 202 Supportive Housing for the Elderly program. Under this program, a covered housing provider would not be able to transfer a tenant to another Section 202 project that has a sponsor that is different from the sponsor of the project in which the tenant who is seeking to move is residing. A covered housing provider, however, may transfer the tenant to a unit assisted under another covered program administered by the covered housing provider if a unit is available and safe, and if feasible given any possible differences in tenant eligibility. HUD provides in § 5.2005(e) that, with respect to emergency transfer of tenants, nothing in § 5.2005(e) is to be construed to supersede any eligibility, or other occupancy requirements, that may apply under a covered housing program. Specific solicitation of comment 5: HUD also specifically solicits comment on available and safe dwelling units that a covered housing provider is required to consider in transferring a tenant, who expressly requests a transfer, as a result of an incident of domestic violence, dating violence, sexual assault, or stalking. Specific solicitation of comment 6: HUD further solicits comment on whether it would be helpful to covered housing providers if HUD issues a model transfer request that includes the criteria for requesting the transfer; i.e., reasonable belief that the tenant is being threatened. HUD notes that HUD’s Section 8 tenant-based rental program allows a family to move with continued assistance within a PHA’s jurisdiction or to another PHA’s jurisdiction (portability). The Section 8 tenant-based regulations at 24 CFR 982.314 provide that a family or member of a family may move with continued assistance if the move is needed to protect the health and safety of the family or family member as a result of domestic violence, dating, violence, sexual assault, or stalking, or any family member has been the victim of a sexual assault that occurred on the premises during the 90- day period preceding the family’s request to move. This regulation provides that a PHA may not terminate assistance if a family moves with or without prior notification to the PHA because the family or member of the family reasonably believed they were in imminent threat from further violence (however, any family member that has been the victim of a sexual assault that occurred on the premises during the 90- day period preceding the family’s move or request to move, is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit). HUD’s Continuum of Care (CoC) program regulations currently provide for transfer of tenant-based rental assistance for a family fleeing domestic violence, dating violence, sexual assault, or stalking. HUD’s regulation at 24 CFR 578.51(c)(3) covers program participants who have complied with all program requirements during their residence and who have been victims of domestic violence, dating violence, sexual assault, or stalking. Section 578.51(c)(3) provide that program participants must reasonably believe they are imminently threatened by harm from further domestic violence, dating violence, sexual assault, or stalking (which would include threats from a third party, such as a friend or family member of the perpetrator of the violence). If program participants remain in the assisted unit, § 578.51(c)(3) provides that they must be able to document the violence and the basis for their belief. If program participants receiving tenant-based rental assistance satisfy the requirements of 24 CFR 578.51(c)(3), then they may retain rental assistance and move to a different CoC geographic area if they choose to move out of the assisted unit to protect their health and safety. HUD is aware that the transfers of tenants from one unit to another are not without costs, and HUD proposes that covered housing providers follow, to the extent possible,

existing policies and procedures in place with respect to transfers, and make every effort to facilitate transfers as quickly as possible, and to minimize such costs or bear such costs, where possible, consistent with existing policies and practices. HUD's CoC regulations, in addition to containing regulations that provide for a victim of domestic violence, dating violence, sexual assault, or stalking to retain his or her tenant-based rental assistance and move to a different CoC geographic area, include reasonable one-time moving costs as eligible supportive services cost. (See 24 CFR 578.53(e)(2).)

Specific solicitation of comment 7.

For covered housing providers that have been involved in a transfer of tenants from one unit, regardless of the reason for the transfer, HUD specifically solicits comment on the costs of such transfer (including information on who bears the costs of the transfer) and the paperwork involved to achieve such transfer. For covered housing providers that have not been involved in transfers, HUD solicits comment on the anticipated costs of such transfer and anticipated paperwork involved.

VAWA documents: In addition to the proposed amendments discussed above, the appendices to the proposed rule present for public comment the documents that HUD is required to develop by VAWA: Appendix A to this proposed rule presents the notice of occupancy rights; Appendix B presents the model emergency transfer plan; and Appendix C presents the proposed certification form.

#### Documenting the Occurrence of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (§ 5.2007)

This proposed rule would amend § 5.2007, which addresses documenting domestic violence, dating violence, or stalking and, now, following VAWA 2013, documenting sexual assault. The proposed rule would also revise the heading of this section to include reference to "sexual assault." VAWA 2013 does not make significant changes to the documentation content and procedures required by VAWA 2005. The types of documents that an applicant or tenant are eligible to submit are largely the same as in HUD's existing VAWA regulations, but there are some changes.

Request for documentation (§ 5.2007(a)): As is the case in the current regulations, if an applicant for assistance, or a tenant assisted under a covered housing program represents to the covered housing provider that the individual is entitled to the protections under § 5.2005, or to remedies under § 5.2009, the covered housing provider may request that the applicant or tenant submit to the covered housing provider the documentation required in § 5.2007. If the covered housing provider makes this request, the request must be in writing. As noted earlier in this preamble, the documentation requirements in § 5.2007(a) are not specified in this proposed rule as applicable to a request made by the tenant for an emergency transfer under § 5.2005(e), but HUD is considering requiring documentation for tenants requesting emergency transfer and has, earlier in this preamble, specifically solicited comment on this issue.

Timeline for submission of requested documentation (§ 5.2007(a)(2)(ii)): The time period for an applicant or tenant to submit documentation remains 14 business days following the date that the covered housing provider requests, in writing, such documentation. This is the same as in the existing regulations and, as in the existing regulation, the covered housing provider can extend the time period for the applicant or tenant to submit the necessary documentation. Permissible documentation and submission requirements (§ 5.2007(b)):

HUD proposes to reorganize existing

§ 5.2007 to consolidate the documentation requirements, including submission requirements, into paragraph (b). Under this proposed reorganization an applicant or tenant's statement or other evidence is now included in paragraph (b), along with the other forms of documentation, instead of in a separate paragraph in § 5.2007, as is currently found in HUD's existing regulations at § 5.2007(d). Paragraph (b), as proposed to be revised by this rule, would also address failure to provide the documentation (currently

§ 5.2007(c)) and conflicting evidence presented by the applicant or tenant (currently § 5.2007(e)).

Paragraph (b) would also incorporate the statutory language, new to VAWA 2013, that provides that nothing in VAWA 2013 shall be construed to require a covered housing provider to request that an individual submit documentation of the status of the individual as a victim of domestic violence, dating violence, sexual assault, or stalking.

Certification form (§ 5.2007(b)(1)(i)):

VAWA 2013 retains, as acceptable documentation, a certification form, approved by HUD. The certification form, as acceptable documentation, is addressed in HUD's existing regulations at § 5.2007(b), and, under this proposed rule would be addressed in § 5.2005(a)(1)(ii).

As a result of VAWA 2005, HUD

issued two approved certification forms. Form HUD-50066 is used for covered housing programs administered by HUD's Office of Public and Indian Housing. Form HUD-91066 is used for covered housing programs administered by HUD's Office of Multifamily Housing, Office of Housing. These forms are available at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/administration/hudclips/forms/](http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/forms/).

Through the Paperwork Reduction

Act process, the HUD covered housing programs will combine these forms into one (to be used for all programs) and modify the language to reflect updated terminology. The proposed combined certification form is modified to abbreviate the space given to a victim to describe the incident of domestic violence. HUD was concerned that the length of space made available on the form signaled that a very detailed description was required, which is not the case. As noted earlier in this preamble, HUD's proposed certification form is provided in Appendix C to this rule.

Specific solicitation of comment 8:

HUD specifically solicits comment on the content of the proposed certification form. Specifically, HUD solicits comment from housing providers, as well as victims, survivors, and their advocates, who have experience with forms HUD-50066 and HUD-91066, about whether these forms have been useful and whether HUD should make any changes to the new proposed certification form provided in Appendix C.

Document signed by a professional

(§ 5.2007(b)(1)(ii)): VAWA 2013 retains as an acceptable document, a document signed by an employee, agent, or volunteer of a victim service provider; an attorney; medical professional; or mental health professional (collectively "professionals" and "professional" individually) from whom the victim has sought assistance. In addition to the professionals listed in VAWA 2005, VAWA 2013 provides that the document may include the signature from a mental health professional. VAWA 2013 eliminates the requirement that the professional attest that the incident of abuse is "bona fide." VAWA 2013 provides that the professional must attest, under penalty of perjury, the professional's belief in the occurrence of the incident of domestic violence, dating violence, sexual assault, stalking, that is grounds for protection under VAWA, and that the incident meets the definition of the applicable abusive action as provided in § 5.2003. Official government or court records (§ 5.2007(b)(1)(iii)): VAWA 2013 continues to provide, as acceptable documentation of domestic violence, dating violence, sexual assault, and stalking, a Federal, State, tribal, territorial, or local police or court record and adds to this a record provided by an administrative agency, such as a state child protective services agency. An administrative agency, under a dictionary for legal terminology, is a governmental body with the authority to implement and administer particular legislation. (See Black's Law Dictionary, 8th Edition, 1999.) Other documentation acceptable to the covered housing provider (§ 5.2007(b)(1)(iv)):

In addition to the documentation specified by the statute, VAWA 2013 gives the housing provider the discretion to accept documentation other than that prescribed by statute. This provision is comparable to the provision in VAWA 2005 which allowed the covered housing provider to accept an individual's verbal statements or other corroborating evidence. Conflicting documentation

(§ 5.2007(b)(2)): Paragraph (b)(2) specifies the actions that a covered housing provider may take if the covered housing provider is confronted with conflicting documentation about the incident of domestic violence, dating violence, sexual assault, or stalking. This paragraph provides, as does the existing regulation on conflicting documentation, that if the covered housing provider receives documentation under § 5.2007(b)(1) that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the covered housing provider may require an applicant or tenant to submit third-party documentation as provided in § 5.2007(b)(1)(ii) or (b)(iii). The statute specifies no time period in which the third-party documentation is to be submitted. Specific solicitation of comment 9: HUD specifically solicits comment on whether the 14-business-day time period for submitting documentation requested by the covered housing provider under § 5.2007(a)(2)(ii) should

also apply to a third-party document requested under (§ 5.2007(b)(2)). VAWA establishes the 14-business-day minimum time period for the victim to submit the requested documentation to the covered housing provider, and this time frame seems reasonable as a starting base for submission of third-party documentation, but this specific solicitation of comment recognizes that more time may be needed by the victim to obtain third-party documentation.

#### Confidentiality requirements

(§ 5.2007(c)): The confidentiality requirements are revised primarily to reflect terminology changes in the statute. However, with respect to entering any information pertaining to an individual being a victim of domestic violence, dating violence, sexual assault, or stalking (confidential information) into a shared database, VAWA 2013 changed the “shall not be entered” to a “may not be entered,” but retains the exceptions to such prohibition. HUD is retaining the “shall not” phrasing that is in HUD’s existing regulations. Given that VAWA 2013 continues to carve out exceptions to the prohibition on disclosure, and given that VAWA 2013 retains the “shall be maintained in confidence” clause, it is HUD’s view that the prohibition is firm, not discretionary, unless one of the exceptions is present. The statute and HUD’s existing regulations provide that the VAWA-related information provided by a tenant shall be kept confidential unless required to be disclosed, among other permissible actions, for use in an eviction proceeding. HUD adds that disclosure is also permissible for use in a hearing regarding termination of assistance from the covered program. VAWA 2013 provides that the information provided by a tenant that is a victim of domestic violence, dating violence, sexual assault, or stalking must be kept confidential unless requested or consented by the individual in writing, required for use in an eviction proceeding, or otherwise required by law. A hearing to determine termination of assistance is required in some covered housing programs. The remaining changes made to 24 CFR 5.2007 are those required to extend VAWA provisions to victims of sexual assault, and to expand the HUD programs subject to the regulations under VAWA 2013.

#### Remedies Available to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (§ 5.2009)

As with the other sections in 24 CFR part 5, subpart L, this proposed rule would amend § 5.2009, which addresses remedies available for victims, to include victims of sexual assault and would revise the heading of this section to include the same.

Lease bifurcation: Existing § 5.2009(a) addresses the option (not a mandate) of a covered housing provider to bifurcate a lease to evict, remove, or terminate assistance to a perpetrator of a VAWA crime without evicting, removing, or terminating rental assistance to the remaining tenants. This option was provided in VAWA 2005. HUD’s existing regulations in § 5.2009 provide that notwithstanding any Federal, State, or local law to the contrary, a PHA, owner, or management agent (the housing providers covered under VAWA 2005) may bifurcate a lease. The existing regulations also emphasize that, consistent with VAWA 2005, any eviction, removal, or termination of occupancy rights or assistance must be carried out in accordance with the procedures prescribed by Federal, State or local law for termination of assistance.

VAWA 2013 does not reflect that bifurcation of a lease may occur “notwithstanding any Federal, State, or local law to the contrary” but does reiterate the language in VAWA 2005 that the option to bifurcate a lease is subject to other Federal, State, or local law that may address bifurcation of a lease.

Accordingly, HUD would revise

§ 5.2009(a) to remove the “notwithstanding” clause. By providing that bifurcation of lease is an option, not a mandate, VAWA 2005 and VAWA 2013 both recognize that this remedy may not be an option in all covered housing programs, given statutory requirements of the program. Reasonable time to establish eligibility for assistance or find alternative housing following bifurcation of a lease (§ 5.2009(b)): VAWA 2013 adds another remedy for victims of domestic violence, dating violence sexual assault, and stalking, which will be added at § 5.2009(b)(1). The new remedy provides that if a covered housing provider exercises the option to bifurcate a lease and evicts, removes, or terminates assistance to the individual who was the perpetrator of domestic violence, dating violence, sexual assault, or stalking, and that individual was the tenant eligible for assistance under the covered housing program, the covered housing provider shall provide any remaining tenant the opportunity to establish eligibility for assistance under the covered housing program. If the remaining tenant cannot establish eligibility, the covered housing provider shall provide the tenant with a reasonable period of time, as determined by HUD, to

find new housing or to establish eligibility for assistance under another covered housing program.<sup>14</sup> (See 42 U.S.C.

14043e–11(b)(3)(B).) VAWA provides that the purpose of this provision is to not penalize the tenant victim or other tenants, who are not the perpetrators and are not eligible for assistance, by leaving them without housing.

The complication that this provision presents is whether the authorizing statutes for the covered housing programs allow continued assistance to any individual if eligibility has not been established. Several commenters raised this concern in response to the August 6, 2013, notice, and asked if assistance would continue once the only eligible tenant was removed. The response varies given the statutory framework of each program.

For example, HUD's HOPWA program already has in place in its regulations at 24 CFR part 574, a provision that allows, in limited instances, a surviving member or members of a household residing in a unit receiving assistance under the HOPWA program to remain in the unit. Section 574.310(e) of HUD's HOPWA regulations provides that with respect to the surviving member or members of a family who were living in a unit assisted under the HOPWA program with the person with AIDS at

14 As noted later in this preamble, under some covered programs, the covered housing provider that bifurcates the lease (the owner of the assisted housing) may not be the covered housing provider (for example, the PHA) that determines family eligibility for assistance. For example, the PHA (not the owner) is the covered housing provider responsible for providing the "Notice of occupancy rights under VAWA, and certification form" described at § 5.2005(a). In addition, the owner (not the PHA) is the covered housing provider that may choose to bifurcate a lease as described at § 5.2009(a), but the PHA (not the owner) is the covered housing provider responsible for providing the "Reasonable time to establish eligibility for assistance following bifurcation of a lease" described at § 5.2009(b)." See proposed regulations at § 982.53(e). the time of his or her death, housing assistance and supportive services under the HOPWA program shall continue for a grace period following the death of the person with AIDS. The grantee or project sponsor shall establish a reasonable grace period for continued participation by a surviving family member, but that period may not exceed 1 year from the death of the family member with AIDS. The grantee or project sponsor shall notify the family of the duration of their grace period and may assist the family with information on other available housing programs and with moving expenses. HUD proposes to amend this section to allow for the grace period to include victims of domestic violence, and to further establish that the minimum grace period can be no less than 90 days (the minimum time period HUD is proposing as discussed below) and the maximum period can be no more than 1 year as provided in the existing regulations. HUD's CoC program has a similar provision in its regulations at 24 CFR part 578 for permanent supportive housing projects. Section 578.75(i) of the CoC regulations provides that for permanent supportive housing projects, surviving members of any household who were living in a unit assisted under this part at the time of the qualifying member's death, long-term incarceration, or long-term institutionalization, have the right to rental assistance under this section until the expiration of the lease in effect at the time of the qualifying member's death, long-term incarceration, or long-term institutionalization. HUD would propose to amend this section to allow for the CoC grace period to extend to tenants (permanent supportive housing tenants) needing to establish eligibility after lease bifurcation. As noted earlier, under VAWA 2013, reasonable time to establish eligibility for assistance is required if the covered housing provider opts to bifurcate the lease. Therefore, covered housing providers that exercise the bifurcation of lease option must be certain that, under the requirements of the covered housing program, they can provide the remaining tenant or tenants reasonable time to establish eligibility and allow the tenants to remain in the housing unit without assistance or to have the assistance continued for a reasonable period of time until eligibility is established. If the tenant cannot establish eligibility within a reasonable time, after the bifurcation of the lease the covered housing provider shall also provide the tenant reasonable time to find new housing or to establish eligibility for housing under another covered housing program.

HUD recognizes that, under some covered programs, the covered housing provider that bifurcates the lease (the owner of the assisted housing) may not be the covered housing provider (for example, the PHA) that determines family eligibility for assistance. This situation emphasizes the importance of the regulations for the specific covered housing program in determining how certain VAWA provisions are to be implemented.

Specific solicitation of comment 10:

HUD specifically solicits comments on actions that covered housing providers may be able to take to help remaining tenants stay in housing or to continue to receive assistance consistent with requirements of the existing covered housing program. HUD also solicits comment on how a covered housing provider may establish an interim rent obligation on the remaining tenant during the time afforded to establish eligibility. It could be the case that HUD would not cover the assistance and an individual would have to pay a full rental amount. In such case, how would such a rental amount be determined and would rent be based on, for example, the subsidy HUD provides to the PHA for the unit.

Specific solicitation of comment 11:

In addition to seeking comment, generally, on actions a covered housing provider may take to keep tenants in housing, HUD seeks comment on its Emergency Solutions Grants and CoC programs. HUD specifically requests comment on what lease requirements should apply when tenant-based rental assistance is used for homelessness prevention under the Emergency Solutions Grants and CoC programs, and the family wishes to stay in its existing housing. Reasonable period of time to establish eligibility: VAWA 2013 leaves it to the applicable Federal agency, in this case HUD, to establish a reasonable time for any remaining tenants, following bifurcation of a lease, to establish eligibility. If the tenant cannot establish eligibility after the bifurcation of the lease, the covered housing provider shall provide the tenant reasonable time to find new housing or to establish eligibility for housing under another covered housing program. HUD would establish this reasonable period in § 5.2009(b)(2). Commenters on the August 6, 2013, notice offered several time periods as being a reasonable time period to establish eligibility. The majority of the commenters submitted a time period of no less than 60 days and a maximum of 90 days. A few commenters submitted that the time period should be 120 days, and a few others suggested a 180-day period. Some commenters suggested that HUD allow the housing provider to determine the reasonable period of time to establish eligibility, but the majority of commenters did not favor that approach.

HUD agrees with those commenters recommending that 90 days would be a reasonable period for the remaining tenant or tenants to establish eligibility. For HUD covered housing programs, such as HUD's HOPWA program and CoC program, which already provide an "eligibility grace period," HUD does not propose to alter those periods, but rather would amend those regulations to extend those grace periods to victims of domestic violence. HUD proposes to establish the 90-day period for the HUD covered housing programs that do not currently have an eligibility grace period.

In determining what may constitute a reasonable period to establish eligibility, HUD looked at its regulations in 24 CFR part 5, subpart B (Disclosure and Verification of Social Security Numbers and Employer Identification Numbers; Procedures for Obtaining Income Information) as a possible model to determine a reasonable period to provide to a tenant to establish eligibility under a covered housing program. A period of 90 calendar days is used in HUD's regulation at 24 CFR 5.216 (Disclosure and verification of Social Security and Employer Identification Numbers) to allow for a household to obtain a Social Security number for a new household member that is under the age of six. (See 24 CFR 5.216(e)(ii).) A period of 90 calendar days is also used as the period to allow an applicant to produce a Social Security number to maintain eligibility for participation in the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) program for Homeless Individuals under 24 CFR part 882, subpart H. (See 24 CFR 5.216(h)(2).) HUD viewed these "disclosure" regulations as providing support that a minimum 90-day period presents a reasonable period to establish eligibility under a HUD covered housing program.

HUD notes that VAWA 2013 directs that the covered housing provider "shall provide" the remaining tenant (or tenants) with reasonable time to find new housing or to establish eligibility for the housing in which the tenant currently resides. HUD therefore proposes a minimum 90-day period that would be divided into two time periods: One time period would be to establish eligibility to remain in the unit in which the tenant is now residing, and a second time period would be to allow the tenant to locate alternative housing if the tenant is unable to establish eligibility for the unit in which the tenant is now residing. For the first period, the rule provides for 60 calendar days, commencing from the date of bifurcation of the lease, for the tenant to establish eligibility to remain in the unit in which the tenant is now residing. For the second reasonable period, the rule provides for 30 calendar days, commencing from the 61st date from the date of bifurcation of the lease for the tenant to find alternative housing. Of course, during first (60 days) period and the second (30 days) period, the tenant may undertake efforts to both establish eligibility to remain in the unit in which the tenant is residing and to find

alternative housing. HUD is proposing division of the time period for the tenant to obtain housing so that the tenant has sufficient opportunity to explore both options, provided by statute, for the tenant to obtain housing. A covered housing provider is strongly encouraged to assist a tenant in efforts to establish eligibility for the covered housing in which the tenant is participating, and then assist in finding alternative housing if it no longer seems possible that the tenant will be able to establish eligibility for the covered housing program.

For each of these time periods, the proposed rule would allow, but not mandate, covered providers to grant an extension for up to 30 days, subject, however, to the program regulations under the applicable covered housing program authorizing the covered housing provider to grant an extension, as part of the covered housing providers standard policies and practices or, alternatively, granting such an extension on a case-by-case basis. For some

covered housing programs—for example, HUD’s public housing and Section 8 voucher programs where demand for available housing and assistance is high—a period of more than 90 days may adversely affect applicants waiting for admission to public housing or receipt of a voucher, and, therefore, for these programs, the proposed is for a maximum period of 90 days, without an extension.

It is important to note that the reasonable time period may only be provided to tenants by covered housing providers that remain subject to the requirements of the other covered housing program once the eligible tenant departs the unit. Therefore the reasonable time period does not apply, generally, if the only assistance provided is tenant-based rental assistance. For such assistance, the assistance is tied to the tenant not the unit. However, where the assistance is tied to the unit, such as project-based assistance, operating assistance, or construction or rehabilitation assistance, the covered housing provider may provide the reasonable period of time to establish eligibility.

In addition, it is the tenant’s responsibility to establish eligibility for assistance under the covered housing program or find alternative housing. While the covered housing provider may assist the tenant in the individual’s efforts to establish eligibility for assistance under a covered housing program, or find alternative housing, and is encouraged to do so, the responsibility remains with the tenant

to establish eligibility for assistance or find alternative housing. Specific solicitation of comment 12: HUD specifically solicits comment on the “reasonable” time periods proposed in this rule. HUD recognizes that all of its covered rental programs have waiting lists for individuals and families already determined to be eligible who are waiting on an available unit to occupy. On the other hand, HUD wants to ensure that, consistent with the statute, covered housing providers allow sufficient time for individuals and families already occupying the unit to remain in the unit if possible, and not further contribute to populations lacking housing stability.

In this regard, HUD has added a new paragraph (c) to § 5.2009, which encourages covered housing providers to undertake whatever actions permissible and feasible under their respective programs to assist individuals residing in their units who are victims of domestic violence, dating violence, sexual assault, or stalking to remain in their units or other units under the covered housing program or other covered housing providers, and

for the covered housing provider to bear the costs of any transfer, where permissible.

Court orders: Section 5.2009(b) of HUD’s existing VAWA regulations, which pertain to court orders, is proposed to be moved, as discussed earlier in this preamble, to § 5.2005(d)(1).

Effect on Other Laws (§ 5.2011) With the exception of including “sexual assault,” this section would remain unchanged.

B. Proposed Conforming Amendments to 24 CFR parts 92, 93, 200, 574, 576, 578, 880, 882, 883, 884, 886, 891, 960, 966, 982, and 983

For the programs already covered by VAWA, additional proposed amendments are primarily directed to include reference to sexual assault, which was added by VAWA 2013.

For the new HUD programs covered by VAWA 2013, the proposed rule would amend the regulations of the HUD-covered housing programs to cross-reference the applicability of the VAWA regulations in 24 CFR part 5, subpart L. However for certain of the newly covered programs, such as the HOME program, the HOPWA program, the Emergency Solutions Grants program, and the CoC program,

regulations beyond reference to the core VAWA requirements provided in part 5, subpart L, are necessary to guide how the VAWA requirements are to be implemented in accordance with the unique program requirements of these four programs, the first three of which are formula funded programs.<sup>15</sup> As noted earlier in this preamble, HUD also proposes to amend the HOPWA regulations at 24 CFR 578.75(i) to include a reasonable time for the remaining members of the household to continue occupancy in the housing after the qualifying member was evicted for having engaged in domestic violence, dating violence, sexual assault, or stalking. For the multifamily housing programs administered by HUD's Office of Housing, the proposed conforming amendment is made to 24 CFR part 200, subpart A, under the undesignated heading of Miscellaneous Cross-Cutting Regulations. To this group of important cross-cutting regulations, HUD would add the requirement to comply with the VAWA protections. While this rule proposes to make the necessary regulatory amendments to fully implement VAWA 2013 in all HUD-covered housing programs, the HUD offices administering assistance under the covered programs will develop guidance for their covered housing providers to further assist covered housing providers in their implementation of VAWA and elaborate on such nonregulatory requirements, such as encouraging the providers to aid remaining tenants in their efforts to establish eligibility for assistance and how such aid may be provided. The guidance will be in such forms that HUD program offices generally issue.<sup>15</sup> Although HOPWA is primarily a formula program, it does have a competitive grant component that is funded annually. guidance to supplement and support statutory or regulatory program requirements, such as Office of Housing or PIH notices, Federal Housing Administration (FHA) mortgagee letters, etc. HUD recognizes that for HUD and the covered housing providers to more effectively assist victims of domestic violence, dating violence, sexual assault, or stalking, assistance may be needed from service providers, charitable organizations, and others in the community in which the housing is located, and HUD and covered housing providers will reach out to such organizations.

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment J**

**Homeownership Plan**

**ADDENDUM A**

**HOUSING CHOICE VOUCHER PROGRAM**

---

**HOMEOWNERSHIP PLAN**



**MHA**

**METROPOLITAN HOUSING ALLIANCE**

**GIVING EVERY STREET A NEIGHBORHOOD.  
MAKING EVERY HOUSE A HOME.**

**RESOLUTION NO.     #6594      
Board Approved: April 16, 2015**

## HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM

[24 CFR 982.625 through 982.643]

### 15-VII.A. OVERVIEW [24 CFR 982.625]

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the Housing Choice Voucher (“HCV”) program. The PHA must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

There are two forms of homeownership assistance a PHA may offer under this option: monthly homeownership assistance payments, or a single down payment assistance grant. PHAs may choose to offer either or both forms of homeownership assistance, or choose not to offer either.

There is only one form of homeownership assistance currently available that the Metropolitan Housing Alliance (“MHA”) offers at this time and it is the *monthly homeownership assistance payment*.

MHA may offer homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of MHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. MHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability.

MHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. MHA will review request for reasonable accommodations and may approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Criteria to be used to demonstrate MHA capacity:

- MHA requires the financing for purchase of a home under its Section 8 homeownership program complies with secondary mortgage market requirements; or complies with generally accepted private sector underwriting standards.
- MHA reserves the right to impose additional criteria on the financial instruments, depending on family circumstances or changes in the homeownership market.

MHA HCV Homeownership Program is designed to expand homeownership opportunities for voucher participants. This program will assist HCV participants to transition from rental assistance to homeownership using their voucher assistance.

The HCV Homeownership Program is now available to all voucher holders who meet the minimum qualifications set forth in this plan and who have the ability to independently secure

a mortgage loan. The number of participants served through the HCV Homeownership program

is currently limited to the parameters set forth in MHA Housing Agency Plan.

### **Housing Choice Voucher Rules Apply**

With the exception of unique eligibility and “family obligation” procedures identified elsewhere in the chapter, MHA, will administer the HCV Homeownership program in accordance with all the policies and procedures contained in the HCV Administrative Plan and 24 CFR Part 982.

### **15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]**

The family must meet all of the requirements listed below before the commencement of homeownership assistance. The PHA may also establish additional initial requirements as long as they are described in the PHA administrative plan.

- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time homeowner, or may be a cooperative member.
- The non-disabled/non-elderly/elderly family must meet the Federal minimum income requirement of \$14,500. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. MHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not MHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit. Welfare assistance cannot be used to determine the minimum income requirement for a non-elderly/non-disabled family.
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, the PHA must grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option
- Except for cooperative members who have acquired cooperative membership shares

prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).
- The family has had no family-caused violations of HUD's Housing Quality Standards ("HQS") within the past year.
- The family does not owe any money to MHA.
- The family has not committed any serious or repeated violations of a MHA-assisted lease within the past year.
- The family is in good standing with all terms of the family obligations and has been so for at least one year.
- An applicant must demonstrate a minimum down payment of at least three percent (3%) or more. One percent (1%) of the purchase price of the property must come from the family's personal resources.

### **General Requirements**

- Only current participants in the HCV rental program who have received assistance for at least one full year may apply for the homeownership program.
- An applicant must be in good standing with their landlord and MHA with regard to their family obligations and contracts.

The family must satisfy the prerequisite of being in "good standing" prior to receiving a Certificate of Eligibility for the homeownership program. For the purposes of the homeownership program, "good standing" is defined as meeting all of the conditions prior to and during the homeownership shopping period, as outlined below.

A landlord reference(s) indicating that during the prior year the family has an uninterrupted record of paying monthly rent in full and on time, and satisfactorily meets all other lease obligations, as documented on the *Homeownership Landlord Reference* form. All verifications will be completed via third-party written or oral communication with the applicant's landlord.

- Within the past year, the family has met all the HUD and MHA family obligations under the HCV program.
- Within the past year and throughout the homeownership shopping period, the family may not owe MHA or any other housing authority any outstanding debt nor enter into a repayment agreement. A participant may become eligible to apply for the homeownership program on the first anniversary date of full payment of any debt,

subject to meeting the other conditions of good standing.

An applicant must be a "first-time homeowner."

To qualify as a "first-time homeowner," the assisted family may not include any person with a "present ownership interest" in a residence during the three years before the commencement of homeownership assistance for the family. Cooperative membership shares acquired prior to the commencement of homeownership assistance are exempt from this rule. A single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse, is considered a "first-time homeowner."

Other conditions also apply to "first-time homeowner" definition:

- No family member may have a present ownership interest in a second residence while receiving homeownership assistance.
- If MHA determines that a disabled family requires homeownership assistance as a reasonable accommodation, the first-time homeowner requirement does not apply.
- MHA will not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.

An applicant must demonstrate a minimum down payment of at least three percent (3%) or more. One percent (1%) of the purchase price of the property must come from the family's personal resources.

An applicant must meet the minimum income standards defined below:

- For a family whose head or co-head of household, spouse or sole member is an individual that experiences permanent disability, the standard is equal to the monthly Federal Supplemental Social Security Income (SSI) benefit for an individual (1- person) living alone (or paying his or her share of food and housing costs) multiplied by twelve.
- For non-disabled or elderly families, the minimum income standard is the state minimum wage multiplied by 2,000 hours ( $\$7.50 \times 2000 = \$15,000$ .) This standard as a MHA option is greater than the HUD minimum income requirement.

For purposes of program eligibility, welfare assistance may only be counted as income in cases where the applicant meets the definition of an elderly or disabled family.

If a family has a minimum income equal to or greater than the Federal minimum wage multiplied by 2,000 hours (\$14,500 as of July 24, 2009) but less than the state minimum wage multiplied by 2,000 hours, the family will meet the minimum income requirement if the

family can demonstrate it has located a PHA approvable unit and has secured PHA approvable financing for that unit and meets all other program requirements.

An applicant shall be considered to have satisfied the lender requirement if the family can demonstrate that it has been pre-qualified or pre-approved for financing with an acceptable loan

product. The pre-qualified or pre-approved financing amount must be sufficient to purchase housing that meets Housing Quality Standards (HQS).

### **15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]**

Unless otherwise provided (under the homeownership option), the PHA may limit homeownership assistance to families or purposes defined by the PHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. If MHA limits the number of families that may participate in the homeownership option, MHA must establish a system by which to select families to participate.

#### **MHA POLICY**

MHA has not designated a specific amount of Vouchers to the HCV HO Program, however, MHA will adjust the program to the number of vouchers available in the market, qualified families, need, and administrative resources. Families who are on or near graduation in MHA's Family Self-Sufficiency program or have graduated from the FSS program will be given preference over other families. Within preference and non-preference categories, families will be selected according to the date and time of their application for participating in the homeownership option approved by MHA. All families must meet eligibility requirements as defined in Section 15-VII.B of this plan.

#### **APPLICATION PROCESS**

Applicants may contact the HCV Program Administrator or a Housing Specialist to receive information about HCV Homeownership Program and a *Homeownership Application*.

#### **Application Form**

An applicant must complete and submit the *Homeownership Application* to the HCV Program Administrator for review. The application includes information on income, assets, obligations, and family composition.

#### **Application Attachments**

1. Documentation of attendance at an MHA HomeChoice Pre-Purchase Housing Seminar. City Neighborhood Housing Services and Town Neighborhood Housing Services are partner agencies and will be available to provide one-to-one counseling services specifically targeted for home buyers. A certificate of attendance for HomeChoice must be attached to the pre-qualification application.
2. A current bank statement verifying \$1,000 in savings designated toward the one percent (1%) of personal funds down payment requirement. Applicants must document a three percent (3%) down payment with the mortgage lender prior to closing.
3. An MHA *Employment Verification* form.
4. A signed *Homeownership Landlord Verification* form.
5. If applicable, a verification of disability, if not on file.
6. The applicant must document household composition for all individuals who will reside in the household.

#### **APPLICATION REVIEW**

Upon receipt of a HCV *Homeownership Application*, the HCV Program Administrator

determines whether an applicant meets the eligibility criteria for the program. The application review will include:

1. Evaluation of family composition and HCV rental status.
2. Review of income, savings, and disability documentation.
3. Verification that the applicant is in compliance with all lease provisions using MHA *Landlord Reference* form.
4. Evaluation of employment history.

All documentation is subject to independent verification by MHA program staff. The Program Administrator will review the file for discrepancies or omissions. If, at any time throughout the process, the Program Administrator sees a discrepancy in reported income, assets, or family share, he/she shall report it to the Housing Program Specialist (HPS). The HPS shall perform an interim reexamination, resolve whether further action is necessary, and report the outcome to the Program Administrator.

- If in the course of a loan application, a loan originator, or other third party, document income not previously reported to MHA, MHA will conduct an interim reexamination of income. Should the reexamination result in a debt or proposed repayment agreement, MHA shall retain sole discretion to withdraw the *Certificate of Eligibility* subject to the outcome of any grievance procedure related to the income discrepancy. The participant family must remain on the HCV program for an additional year, in good standing, before MHA may re-issue a *Certificate of Eligibility*.

#### **DETERMINING "MORTGAGE READY" APPLICANTS**

Applications for homeownership are date-stamped. Complete applications -those with all necessary attachments in place - are placed on a waiting list in order of date and time received.

A *Certificate of Eligibility* is awarded on a first-come, first-served, basis after a participant is determined eligible and "mortgage ready."

The *Certificate* contains an estimate of the amount of HAP available to the family. This estimate is useful to the applicant and lender when determining the housing and debt ratios.

#### **Incomplete Applications**

Incomplete applications will not be reviewed and will be returned to applicants for completion. A checklist of application deficiencies will be attached to the incomplete application. Participants must correct all deficiencies noted on the checklist and resubmit the checklist, complete application, and attachments, for additional consideration. Applications that are returned for incompleteness will be re-stamped and dated when they are returned complete.

#### **Homeownership Counseling**

MHA will provide homeownership counseling prior to application, after a *Certificate of Eligibility* is issued, and post-purchase counseling. An HCV applicant must attend and satisfactorily complete MHA *HomeChoice* counseling program. The counseling program covers the topics listed below. Applicants who MHA determines are not yet "mortgage ready"

may be required to obtain additional information/counseling on any of the following issues:

1. Is homeownership right for you?
2. Special needs of disabled home buyers/fair housing issues;
3. Budgeting and money management;
4. Credit counseling;
5. How to negotiate the purchase price of a home;
6. How to obtain homeownership financing and loan pre- approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
7. How to find a home, including information about homeownership opportunities, schools, and transportation services in the area;
8. Information about the Real Estate Procedures Act, State and Federal truth-in- lending laws, and how to identify and avoid loans with oppressive terms and conditions;
9. Home maintenance;
10. Taxes, proration of taxes if assisted by the program;
11. Inspection criteria, HQS requirements, special requirements in the contract for sale;
12. Voucher, eligibility, and continuous eligibility requirements;
13. Post purchase counseling.

#### **CERTIFICATE OF ELIGIBILITY**

MHA shall use a priority mechanism to ensure a fair and equitable selection of new applicants. Upon securing a sufficient number of applicants to ensure full utilization of the program, MHA shall resort to its traditional use of priority and then date and time of application.

- The priority is established with Board of Directors' approval and is limited to the initial admissions process. A sufficient window of opportunity shall exist to ensure equal representation of eligible applicants within the priority pool.
- Priority will be given in the following order:
  1. Families that have graduated from the FSS program and meet the HCV HO eligibility requirements
  2. Families that have verified that they meet the eligibility requirements and are acceptable for lender/loan requirements by a qualified lender with qualified loan products
  3. All other eligible families
  4. Other families that are participating to achieve eligibility

If the HCV Program Administrator determines that a family meets minimum eligibility criteria, he/she may issue a Certificate of Eligibility to enable the applicant to shop for a home purchase. The Program Administrator will deliver the Certificate of Eligibility and a copy of the Homeownership Application to the participant. These documents will assist the applicant in determining the maximum sales price and loan amount in the pre-qualification process in conjunction with their lender.

Whenever an opening occurs in the program, MHA will select the next available applicant for

an intake interview. The Program Administrator will interview the applicant to ensure that all the information contained in their Homeownership Application is current and that the applicant is eligible for homeownership.

The issuance of a Certificate of Eligibility does not guarantee that a participant will have the ability to secure a homeownership loan. Other considerations such as the housing market, an applicant's credit history, total indebtedness, and current income will be factors that will determine a participant's ability to secure a home mortgage. All participants will qualify independently through a mortgage lender of their choice.

### **Changes in Family Size or Composition**

All changes in family composition must be reported prior to the change to the Housing Program Specialist and the HCV Homeownership Program Administrator. The Certificate of Eligibility will reflect the applicable subsidy standard MHA assigns to the family based upon the family's size and composition.

### **Changes in the Payment Standards**

The payment standard applicable on the date of closing establishes the baseline payment standard for the unit. If the payment standard changes after an offer to purchase has been made, but prior to closing, the payment standard applicable on the date of closing applies. MHA will reissue a revised Certificate of Eligibility effective on the effective date of the new payment standard.

Occasionally, a buyer and seller may execute an Earnest Money Agreement prior to a decrease in payment standard, with the closing taking place after the effective date of a decreased payment standard. For families whose head of household, spouse or co-tenant experiences permanent disability, MHA may request HUD approval to use the payment standard in effect on the date the Earnest Money Agreement was fully executed if the new, decreased, payment standard would jeopardize the sales agreement. This may only occur as a reasonable accommodation to a disabled household.

### **15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]**

In order for a unit to be eligible, the PHA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD's "eligible housing" requirements. The unit may not be any of the following:
  1. A public housing or Indian housing unit;
  2. A unit receiving Section 8 project-based assistance;
  3. A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
  4. A college or other school dormitory;
  5. On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.

- The unit must be under construction or already exist at the time the family enters into the contract of sale.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by the PHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.
- For PHA-owned units all of the following conditions must be satisfied:
  1. The PHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering;
  2. The unit is not ineligible housing;
  3. The PHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any PHA provided financing. All of these actions must be completed in accordance with program requirements.

MHA must not approve the unit if MHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

If the family does not own fee title to the real property on which the home is located, the family must have the right to occupy the site for a period of at least forty (40) years and the home must have a permanent foundation.

A Unit can be under construction at the time a family enters into the contract of sale. A unit is considered to be "under construction" if the footers have been poured. MHA will not commence Housing Assistance Payments until the unit has satisfactorily passed an HQS and independent inspections and meet all other program requirements.

For MHA-owned units all of the following conditions must be satisfied:

- MHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a MHA-owned unit is freely selected by the family without MHA pressure or steering;
- The unit is an eligible housing unit;
- MHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any MHA provided financing. All of these actions must be completed in accordance with program requirements. MHA will obtain the services of a neighboring PHA or other independent HCV administering

agency to perform these services, so long as the independent agency is operating a HCV Program.

For units not yet under construction. Families may enter into contracts of sale for units not yet under construction at the time the family enters into the contract for sale. However, the PHA shall not commence homeownership assistance for the family for that unit, unless and until:

(1) Either:

(i) The responsible entity completed the environmental review procedures required by 24 CFR part 58, and HUD approved the environmental certification and request for release of funds prior to commencement of construction; or

(ii) HUD performed an environmental review under 24 CFR part 50 and notified the PHA in writing of environmental approval of the site prior to commencement of construction;

(2) Construction of the unit has been completed; and

(3) The unit has passed the required Housing Quality Standards (HQS) inspection and independent inspection.

#### **15-VI.E. ADDITIONAL MHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]**

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. MHA may establish the maximum time that will be allowed for a family to locate and purchase a home, and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by MHA, MHA may provide additional time for the family to search. Documentation requesting the additional time must be provided by the family.

At the time the Certificate of Eligibility is issued, the family is placed in "home shopping status." The family has 180 days to locate and make an offer on a home, and secure a prequalification letter from their lender. The Program Administrator may recommend three additional 30 day extensions not to exceed a total of 270 home shopping days.

During a participant's search for a home, their housing choice voucher rental assistance shall continue. The participant family remains subject to all applicable rules and regulations.

- Applicants must submit housing choice progress reports every 30 days to document progress toward homeownership.

Six progress reports will be included with the Certificate. If a participant family is unable to locate and purchase a home within the timeframe approved by MHA, the family may continue

to receive rental assistance through their Housing Choice Voucher.

- The family may not re-apply for the Homeownership Program until they have completed an additional full year of participation in the rental program following the expiration date of the Certificate of Eligibility.

MHA may require additional homeownership counseling prior to issuance of a second Certificate of Eligibility. The participant must meet all other eligibility criteria of the program at the time of resubmission.

#### MHA POLICY

All requests for extensions must be submitted in writing to MHA prior to the expiration of the period for which the extension is being requested. MHA will approve or disapprove the extension request within 10 business days. The family will be notified of MHA's decision in writing.

If the participant family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be allowed to lease a unit and remain in the rental program, so long as they are still in good standing with the program.

Following the purchase, MHA will conduct an HQS inspection to determine if reasonable accommodations still exist or if there is a complaint, or reason to believe that the unit is not HQS compliant or resident is in compliance with the program.

#### **15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]**

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by MHA. MHA or its counseling partner will be required as a minimum to provide the following pre-assistance counseling program:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.)

(RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

MHA will adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families. MHA will further require families to attend one-on-one counseling to make sure they understand the obligations and are fully prepared to become homeowners.

MHA or its counseling partner will offer additional counseling after commencement of homeownership assistance (ongoing counseling). This is part of the program and attendance remains a participant's obligation in order to continue to be assisted by MHA.

If MHA does not use a HUD-approved housing counseling agency to provide the counseling, MHA will ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

#### MHA POLICY

MHA will require all families to attend and complete post-purchase ongoing homeownership counseling.

All families wishing to participate in the Homeownership Program must complete a minimum of the regular eight hours of pre-purchase homeownership counseling and any individually required counseling sessions.

### **15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER [24 CFR 982.631]**

#### **Home Inspections**

The PHA may not commence monthly homeownership assistance payments or provide down payment assistance grants for a family until the PHA has inspected the unit and has determined that the unit passes HQS.

HUD regulations require a home inspection by an approved independent, professional home inspector. The family is required to select and pay for a home inspector to identify any physical defects and determine the condition of the major building systems and components.

The buyer and MHA must receive a written report of this examination describing the observable major defects, required repairs and/or accessibility modification requirements.

The inspector shall also be acceptable to the local lending institutions. In all cases the inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems. The unit must pass a termite or wood destroying organism report and any other requirements as determined by the State.

The independent inspector may not be a MHA employee or contractor, or other person under control of MHA. However, MHA has established standards for qualification of inspectors selected by families under the homeownership program.

MHA and the family will discuss the results of the inspection and determine if any pre-purchase repairs are necessary. MHA may disapprove the unit for purchase based on the results of the independent or HQS inspection.

#### MHA POLICY

When a family locates a home they wish to purchase and submits a copy of their purchase offer/contract, MHA will conduct a housing quality standards (HQS) inspection within 10 business days. Any items found not to meet HQS must be repaired before the unit can be determined eligible for the homeownership program and before the closing date.

MHA will also require a home inspection as required by HUD. The family must hire an independent professional inspector, whose report must be submitted to MHA for review. The inspector must be a member of the American Society of Home Inspectors (ASHI) or other recognized professional society, or a licensed engineer, or a standard that is readily accepted by the local lending community that is participating in the HCV Homeownership Program. The inspector may not be a MHA employee.

MHA will review the professional report in 5 days and based on the presence of major physical problems, MHA may disapprove the purchase of the home. If MHA disapproves the purchase of a home, the family will be notified in writing of the reasons for the disapproval.

#### **Contract of Sale**

Eligible homes must be located within the boundaries of the HCV Program. The seller cannot be an individual, company, or corporation who has been debarred, suspended, or is subject to a limited denial of participation by HUD or MHA. MHA may deny approval of a seller for any reason provided for disapproval of an owner under the voucher rental program regulations.

Before commencement of homeownership assistance, the homeownership applicant must enter into a contract of sale, or earnest money agreement, with the home seller.

- MHA will provide the buyer with an *Addendum to the Residential Purchase Agreement*. Both the buyer and seller must execute the earnest money agreement and *Addendum*.

The *Addendum to the Residential Purchase Agreement* shall contain the following provisions:

1. Specify price and other terms of sale by the seller to the purchaser.
2. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.

3. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser and MHA.
4. Provide that the purchaser is not obligated to pay for any necessary repairs.
5. Specify that an HQS inspector be granted access to the property to perform an HQS inspection prior to closing. Homeownership assistance is contingent on satisfactory inspections by both inspectors and subject to approval by MHA.
6. Specify that the seller has not been debarred, suspended, or subject to a limited denial of participation in a HUD program under 24 CFR.
7. Specify that before Buyer is obligated under any contract to purchase Property, Seller shall permit Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

The *Addendum to the Residential Purchase Agreement* shall contain the following provisions if the unit is not yet constructed:

1. The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628.
2. The construction will not commence until the environmental review has been completed and the seller has received written notice from the PHA that environmental approval has been obtained. Conduct of the environmental review may not necessarily result in environmental approval, and environmental approval may be conditioned on the contracting parties' agreement to modifications to the unit design or to mitigation actions.

Commencement of construction in violation of either of the above two provisions voids the purchase contract and renders homeownership assistance under 24 CFR part 982 unavailable for purchase of the unit.

#### **Disapproval of a Seller**

In its administrative discretion, MHA may deny approval of a seller for the same reasons a PHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

#### **15-VII.H. FINANCING [24 CFR 982.632]**

It is the responsibility of the family to secure financing for the home purchase. The issuance of the Certificate of Eligibility does not guarantee that a family has the ability to secure financing for a home purchase. The Program Administrator and/or partner agencies will provide guidance to potential home buyers to ensure they avail themselves of various down payment assistance programs, optimum loan packages, mortgage interest rates, and ways to avoid predatory lending practices.

MHA demonstrates its capacity to administer the HCV Homeownership program by requiring the financing to purchase a home either be provided, insured, or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

### **Down Payment Requirement**

The purchasing family is required to invest at least three percent (3%) of the purchase price of the home. This investment can take the form of a down payment, closing costs, or a combination of the two. Of this sum, at least one percent (1%) of the purchase price must come from the family's personal resources.

If the family is an FSS graduate, the FSS escrow may be used to meet 50% of the down-payment and closing costs contribution requirements established by MHA.

The buyer may acquire financing through any MHA approved lender. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements. Qualified participants may use the value of rental assistance as a form of "income" to help them qualify for a mortgage. Their assistance may be applied directly against their mortgage payment, therefore enabling a borrower to qualify for a home purchase.

There is no prohibition against using local/state grants or other subsidized financing in conjunction with the Housing Choice Voucher Homeownership Program. The program can be combined with a variety of mortgage loan products and other HUD programs to assist a potential home buyer in achieving the most favorable interest rate and terms of purchase.

### **Lending Partners**

MHA may not influence a family's choice of lending options by limiting the use of homeownership assistance to particular units, neighborhoods, developers, lenders or require a family to use a set financing approach. However, HUD encourages MHA to develop partnerships with lenders to better serve the needs of families. MHA will counsel the family to avoid predatory lenders or lending practices. MHA will honor any financing package that arises from any lending product approved by the FHA.

### **Underwriting Options**

The following underwriting options are suggested under this program. The lender will

decide upon the option based upon income and borrower qualifications determined on a case-by-case basis by the lender, and dependent upon the specific loan products utilized.

#### Option One: Deduct HAP from Principal. Interest. Taxes & Insurance (PITI)

The borrower's HAP is applied directly to the PITI, and the housing debt to income ratio is calculated on the "net housing obligation" of the borrower.

#### Option Two: Add HAP to Borrower's Income

Calculate total income as a combination of the tax-exempt HAP (grossed up by 25%) and

the borrower's income from employment using underwriting ratios specific to the loan product being used.

#### Option Three: Two Mortgage Approach

Borrower qualifies for the first mortgage (PITI) using only earned income. The HAP is used to pay the full P&I for a second mortgage.

#### **Loan Restrictions**

Mortgages with balloon payments, interest only, or variable interest rates are not allowed under SRA's program. The buyer may not enter into a seller financing or lease-purchase agreement under this program.

MHA reserves the right to review lender qualifications and the loan terms before authorizing homeownership assistance. MHA may disapprove proposed financing of the debt if MHA determines that the debt is unaffordable. In making this determination, MHA will take into account family expenses such as child care, un-reimbursed medical expenses, homeownership expenses, and other family expenses, in addition to the participant's income. Independent of the lender's requirements, MHA has established a criteria that the family cannot have a family share in excess of 45% of the monthly adjusted income at the time of the initial closing.

MHA must approve any proposed refinancing of the property. MHA staff will review all requests for refinancing.

- Refinancing the property, without prior written approval from MHA, may result in termination of the HCV Homeownership assistance.

In making its determination, MHA will take into account the reason(s) for the request to refinance, as well as the current assets and liabilities of the family, and how the refinancing will impact the total tenant payment. Homeownership assistance may continue if refinancing is approved, but will be limited to the remaining term based on the initial mortgage loan.

MHA has established requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt.

#### MHA POLICY

As a check against predatory lending, MHA will review the financing and refinancing of each purchase transaction, including estimated closing cost. MHA will not approve loans for features, such as balloon payments, adjustable rate mortgages, and unusually high interest rates. MHA will not approve any loans that contain predatory practices. MHA also will not approve "seller financing" or "owner held" mortgages. Beyond these basic criteria, MHA will rely on the lenders or the secondary market to determine the loan that will be affordable to program participants.

## **15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]**

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

### **Continuous Reporting Requirements**

MHA will reexamine the family's income and composition on an annual basis.

After purchase of the home, the family must continue to adhere to the "HUD Statement of Homeowner Obligations" and MHA *Statement of Family Obligations* in order to continue to receive the monthly housing assistance payment. MHA *Statement of Family Obligations* will be reviewed by the family and signed at each annual reexamination.

A new *Certificate of Housing Assistance Payment* must be issued prior to any change in the housing assistance payment. Non-elderly and non-disabled families are required to annually document continued compliance with the full-time work requirement of the program by annual completion of the *Homeownership Work Certification*.

A family must disclose all changes in income within ten (30) business days of the change and at the annual reexamination. Failure to disclose or accurately report changes will jeopardize a family's continued participation in this program. A family may not add an adult household member without prior MHA approval. MHA will deny admission to any individual who would otherwise not qualify for admission to the program due to criminal history, drug related history, or registry on a sex-offender list.

Participant must agree to attend post-purchase counseling sessions in conjunction with acceptance into this program to continue to receive assistance. MHA may require families who become delinquent on their mortgage payments to participate in additional homeownership and/or credit counseling classes.

MHA may deny or terminate assistance for violation of participant obligations as described in the "HUD Statement of Homeowner Obligations", MHA *Statement of Family Obligations*, or other program obligations.

### **Continuous Employment Obligations**

- The applicant head of household or spouse must remain continuously employed (no less than 30 hours per week) while participating in the program.
- Part-time employment by both parties, totaling over 30 hours per week, does not constitute full-time employment by either party.

### **Mitigating Circumstances**

If a working family is subsequently determined by MHA to now qualify as a "disabled family," as defined by HUD, the full-time employment requirement is no longer applicable to that family.

MHA will consider mitigating circumstances where certain lapses in employment prohibit the family from meeting its continuous employment obligation. These include receipt of Unemployment Insurance Benefits due to layoff; absences defined under the Family Medical Leave Act; receipt of Workman's Compensation benefits.

MHA will allow week-for-week substitutions whenever of any of these benefits are received.

The participant must return to full-time employment within 30 days after exhaustion of unemployment benefits. Failure to return to full-time employment (30 hours per week) within 30 days will generate a 60-day *Notice to Correct*. Failure to correct will result in a correctable 30-day *Notice of Termination*.

A participant who is employed but is on leave from work due to maternity leave, FMLA or is receiving Workman's Compensation, is exempt from the full-time employment requirement during the period of approved leave from work. A participant must return to full-time employment within 30 days after exhaustion of applicable benefits. Willful failure to return to full-time employment (30 hours per week), after 30 days, will generate a 60-day *Notice to Correct*. Failure to correct will result in a correctable 30-day *Notice of Termination*.

Consideration of other mitigating circumstances is at the discretion of a local Area Coordinator recommendation to the HCV Program Administrator. The Program Administrator will review any additional mitigating circumstances that prevent a participant's return to full-time employment within the time frames allotted. Determinations of the review are made on a case-by-case basis. The decisions are subject to final approval by the Director.

### **Guests and Changes in Family Composition**

All changes in family composition must be reported to the Housing Program Specialist. All new family members must be approved as eligible residents before moving into the residence. Family guests are permitted for a period not to exceed 30 days in any calendar year. MHA may consider persons who exceed the 30 day occupancy limit, or who use the residence as a personal mailing address, unauthorized family members. The family may be in violation of their family obligations and MHA may take appropriate action up to and including termination of assistance.

The family must also comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to

purchase the home, or any refinancing of such debt.

- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to the PHA or HUD as specified in 24 CFR 982.551(b).
- The family must, at annual reexamination, document that the family is current on mortgage, insurance, escrow accounts, repair reserve account, and utility payments.
  - The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
  - The family must notify the PHA before moving out of the home.
  - The family is prohibited from moving more than one time in a one (1) year period. The family may be required to participate in pre- and post-purchase homeownership counseling prior to re-housing.
  - The family must notify the PHA if the family defaults on the mortgage used to purchase the home.
  - No family member may have any ownership interest in any other residential property.
  - The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).
  - Agree to maintain the condition of the home to comply with minimum HUD Housing Quality Standards (HQS).
  - Acknowledge that the termination of assistance shall be in accordance with program requirements and the Administrative Plan.
  - Acknowledge that the family is obligated for the whole mortgage payment in the event of termination of assistance.
  - Disclose any and all changes of family composition and family income immediately to MHA.
  - Agree that the family must immediately notify MHA of any late payment, delinquency notices, or default notices and must agree to participate in default counseling with a designated agency to become current.
  - Agree to attend any identified financial, homeowner or post purchase counseling during time of assistance.

- MHA requires the family to maintain a minimum reserve for maintenance and major repairs. The minimum reserve shall be equal to the monthly reserve amounts times the number of months assisted as a homeowner less any MHA approved withdraws.

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, MHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to MHA the HCV homeownership assistance for the month when the family moves out.

#### **15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]**

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

Upon the death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue, pending settlement of the decedent's estate. The home must be solely occupied by remaining family members in accordance with 24 CFR 982.551(h).

For a nonelderly/nondisabled family, the total homeownership assistance received by a family, whether on different homes or through different public housing agencies, cannot exceed the eligible term of assistance based on the of the initial mortgage loan. If the family has received such assistance for different homes, or from different MHA, the total of such assistance terms is subject to the maximum term described in this part.

## **15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]**

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

The family is responsible for all monthly homeownership expenses not reimbursed by the housing assistance payment. Homeownership expenses include:

- principal and interest on the initial mortgage debt and any refinancing of such debt;
- any mortgage insurance premium incurred to finance the purchase of the home;
- real estate taxes and public assessments on the home;
- home insurance;
- cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association;
- the land lease for land where the home is located;
- MHA allowance for maintenance expenses;
- MHA allowance for costs of major repairs and replacements;
- MHA utility allowance for the home; and
- principal and interest on debt incurred to finance major repairs, replacements or improvements on the home.

For an individual with disabilities, such debt may include those costs incurred by the family to make the home accessible.

### MHA POLICY

MHA housing assistance payment will be paid directly to the family or to the lender, if required by the lender. If paid to the family, it will be the family's responsibility to make the entire payments to the lender. MHA may make the exception if the family requests the payment to go directly to the lender, and this arrangement is acceptable to the mortgage company. If the assistance payment exceeds the amount due to the lender, MHA must pay the excess directly to the family. The family, at its option, can also place these funds in an escrow account that can be used for repairs or other homeownership expenses.

**Monthly maintenance allowance:** The monthly maintenance allowance will be the annual maintenance allowance, divided by twelve. The annual maintenance allowance will be set at \$600 at this time, subject to future adjustments.

**Monthly major repair/replacement allowance:** The monthly major repair/replacement allowance will be the annual major repair/replacement allowance divided by 12. The annual major repair/replacement allowance will be set at \$600 at this time, subject to future adjustments.

Homeownership expenses for a cooperative member may only include amounts allowed by the

PHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- MHA allowance for maintenance expenses;
- MHA allowance for costs of major repairs and replacements;
- MHA utility allowance for the home; and
- Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if MHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

#### **15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]**

MHA will permit portability of HCV homeownership assistance to another jurisdiction subject to MHA policies governing portability. The receiving jurisdiction must operate a HCV Homeownership Program for which the applicant qualifies and it must be willing to administer new homeownership families. In order to remain eligible for the program, the participant must sell the current home purchased under the HCV Homeownership Program and incur no mortgage default.

MHA will also accept families from another HCV Homeownership Program subject to MHA admission requirements for the homeownership program. It will administer the voucher if approved for homeownership.

Subject to the restrictions on portability included in HUD regulations and MHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. The receiving PHA may absorb the family into its voucher program, or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

## **15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]**

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

MHA will deny permission to move to a new unit with continued voucher assistance as follows:

- Lack of funding to provide continued assistance.
- At any time, MHA may deny permission to move with continued rental or homeownership assistance in accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- In accordance with MHA's policy regarding number of moves within a 12-month period.

MHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

## **MHA POLICY**

For families participating in the homeownership option, requests to move will be approved and/or denied in accordance with MHA policies stated in Chapter 12.

MHA will not require additional counseling of any families who move with continued assistance.

## **15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]**

A family's homeownership assistance may be terminated if a family fails to comply with its obligations under the HCV Homeownership Program or if the family defaults on the mortgage.

### **Failure to Comply with Homeowner Obligations**

The family must comply with the terms of any mortgage incurred to purchase and/or refinance the home. The family must provide MHA with written notice of any sale or transfer of any interest in the home; any plan to move out of the home prior to the move; notification of the family's household composition and income and homeownership expenses on an annual basis; and any notice of mortgage default received by the family. Except as otherwise specified in this plan, the family may not convey or transfer the home to any entity or person.

Homeownership assistance may be denied or terminated in accordance with any of the provisions listed at 24CFR 982.638 and/or MHA requirements.

## **Occupancy of Home**

Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, MHA will not continue homeownership assistance commencing with the month after the family moves out. Neither the family nor the lender is obligated to reimburse MHA for homeownership assistance paid for the month the family moves out.

#### **Family Requests a Return to Rental Assistance**

If a family requests to return to rental assistance, MHA may provide the family with a rental voucher, provided there is no mortgage loan default and the family has met all obligations under the HCV Program. The family must sell the home before MHA provides rental assistance.

At any time, MHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

MHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633. MHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

#### **MHA POLICY**

MHA will terminate a family's homeownership assistance if the family violates any of the homeowner obligations, as well as for any of the reasons listed in the Statement of Homeownership Obligation Housing Choice Voucher Homeownership Program.

In making its decision to terminate homeownership assistance, MHA will consider alternatives as described in Section 12-IIC and other factors described in Section 12-II D. Upon consideration of such alternatives and factors, MHA may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-IIE.

#### **15-VII.O.DEFAULT**

If a family defaults on a mortgage, MHA may permit the family to move with continued assistance. The family must demonstrate that it has conveyed title of the home to the lender, or its designee, and moved from the home within the period established and approved by the lender and MHA [CFR 24 982.638(d)]. Any decision to approve or deny rental assistance is based on HCV rental program policies and procedures addressed in MHA Administrative Plan.

A family is ineligible for future homeownership assistance.

### MHA POLICY

If the family defaults on the home mortgage loan, the participant will not be able to use the homeownership voucher for rental housing but may reapply for the Section 8 waiting list, if the waiting list is open.

### **15-VII.P.RECAPTURE**

#### MHA Policy

By regulation, MHA cannot recapture any of the HCV Homeownership assistance, unless there is an act of fraud or misrepresentation of a material fact. The HCV Homeownership recapture provision does not apply to any other program funds that may be used in the transaction.

### **15-VII.Q.INFORMAL HEARING [24 CFR 982.555]**

An informal hearing will be provided for participants who are being terminated from the Program because of the family's action or failure to act as provided in 24 CFR 982.552. The rules and procedures set forth in the Administrative Plan, entitled "Informal Hearings", will apply.

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment K**

**Capital Improvements**

**2015 Capital Fund**

**Capital Fund Program  
(CFP) Amendment  
To The Consolidated Annual Contributions  
Contract (form HUD-53012)**

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

Whereas, (Public Housing Authority) Housing Authority of the City of Little Rock AR004 (herein called the "PHA") and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into Consolidated Annual Contributions Contract(s) ACC(s) Number(s) FW7045 dated 2/16/1973

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out development, capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. HUD will provide a revised ACC Amendment authorizing such additional amounts.

\$ \$866,845.00 for Fiscal Year 2015 to be referred to under Capital Fund Grant Number AR37P00450115  
PHA Tax Identification Number (TIN): On File DUNS Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number 81

**Now Therefore, the ACC(s) is (are) amended as follows:**

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for development, capital and management activities of PHA projects. This CFP Amendment is a part of the ACC(s).
2. The PHA must carry out all development, capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) published at 78 Fed. Reg. 63748 (October 24, 2013), as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that of the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates less than 250 public housing dwelling units, such PHA may continue to use the full flexibility in section 9(g)(2) of the Act.
3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.
4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee within 3 days of the due date.
5. Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.
6. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in development, capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.
7. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP

- assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. However, the provisions of Section 7 of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any public housing project(s) under the ACC(s) and which is not eligible for forgiveness, and provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.
8. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.
9. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).  
(mark one):  Yes  No
10. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.
11. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements. For total conversion of public housing projects, the provisions of Section 7 of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any public housing projects(s) under the ACC(s) and which is not eligible for forgiveness, and provided further that, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For partial conversion, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.
12. CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12 month obligation and 24 month expenditure time period. CFP assistance provided as a Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must record the Declaration(s) of Trust within 60 days of the effective date or HUD will recapture the funds.

The parties have executed this CFP Amendment, and it will be effective on 4/13/2015. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development By _____ Date: _____	PHA (Executive Director or authorized agent) By <u>[Signature]</u> Date: <u>3/10/2015</u>
Title _____	Title <b>Executive Director</b>

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part I: Summary		Grant Type and Number		FFY of Grant: 2015	
PHA Name: Little Rock Housing Authority		Capital Fund Program Grant No: AR37P004501-15		FFY of Grant Approval:	
		Replacement Housing Factor Grant No:			
		Date of CFFP:			
Type of Grant	<input checked="" type="checkbox"/> Original Annual Statement and Evaluation Report for Period Ending:	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no: )		
	<input type="checkbox"/> Performance and Evaluation Report for Period Ending:	<input type="checkbox"/> Total Estimated Cost	<input type="checkbox"/> Final Performance and Evaluation Report		
Line	Summary by Development Account	Original	Revised <sup>2</sup>	Obligated	Total Actual Cost <sup>1</sup> Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	\$138,600			
4	1410 Administration (may not exceed 10% of line 21)	\$86,600			
5	1411 Audit	\$10,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$581,645			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition	\$50,000			
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>		FFY of Grant: 2015 FFY of Grant Approval:	
PHIA Name: Little Rock Housing Authority	Grant Type and Number Capital Fund Program Grant No: AR37P0004501-15 Replacement Housing Factor Grant No: Date of CFFP:		
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Reserve for Disasters/Emergencies ) <input type="checkbox"/> Summary by Development Account		<input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	
Line		Total Estimated Cost	Total Actual Cost <sup>1</sup>
		Original	Revised
		Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$866,845	
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures		
Signature of Executive Director 		Signature of Public Housing Director	
Date 3/10/2015		Date	

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

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

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part II: Supporting Pages		Federal FFY of Grant: 2015						
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: AR37P004501-15 CFFP (Yes/ No): No Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA Wide	Management Improvements	1408		\$138,600				
PHA Wide	Administrative	1410		\$86,600				
PHA Wide	Audit	1411		\$10,000				
PHA Wide	Fees & Costs	1430		\$77,020				
AR4-09 Parris Towers	Upgrades	1460		\$304,625				
AR4-10 Cumberland Towers	Upgrades	1460		\$45,000				
AR4- 11 Powell Towers	Upgrades	1460		\$155,000				
	<b>Dwelling Structures Total</b>	<b>1460</b>		<b>\$504,625</b>				
AR4-01 Sunset	Demolition	1485		\$50,000				
	<b>Total</b>			<b>\$866,845</b>				

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

<sup>2</sup> To be completed for the Performance and Evaluation Report.

**2015 Capital Fund**

**Capital Fund Program  
(CFP) Amendment**  
To The Consolidated Annual Contributions  
Contract (form HUD-53012)

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

Whereas, (Public Housing Authority) Housing Authority of the City of Little Rock AR004 (herein called the "PHA")  
and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into Consolidated Annual Contributions  
Contract(s) ACC(s) Number(s) FW7045 dated 2/16/1973

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out development, capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. HUD will provide a revised ACC Amendment authorizing such additional amounts.

\$ \$202,942.00 for Fiscal Year 2015 to be referred to under Capital Fund Grant Number AR37R00450115  
PHA Tax Identification Number (TIN): On File DUNS Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number 82

Now Therefore, the ACC(s) is (are) amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for development, capital and management activities of PHA projects. This CFP Amendment is a part of the ACC(s).
2. The PHA must carry out all development, capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) published at 78 Fed. Reg. 63748 (October 24, 2013), as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that of the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates less than 250 public housing dwelling units, such PHA may continue to use the full flexibility in section 9(g)(2) of the Act.
3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.
4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee within 3 days of the due date.
5. Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.
6. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in development, capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.
7. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP

assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. However, the provisions of Section 7 of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any public housing project(s) under the ACC(s) and which is not eligible for forgiveness, and provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.

8. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.

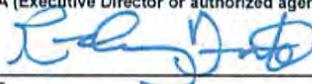
9. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).  
(mark one) :  Yes  No

10. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.

11. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements.  
For total conversion of public housing projects, the provisions of Section 7 of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any public housing project(s) under the ACC(s) and which is not eligible for forgiveness, and provided further that, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For partial conversion, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.

12. CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12 month obligation and 24 month expenditure time period. CFP assistance provided as a Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must record the Declaration(s) of Trust within 60 days of the effective date or HUD will recapture the funds.

The parties have executed this CFP Amendment, and it will be effective on 4/13/2015. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development By _____ Date: _____	PHA (Executive Director or authorized agent) By  Date: <u>3/10/2015</u>
Title _____	Title <b>Executive Director</b>

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

<b>Part I: Summary</b>		FFY of Grant: 2015 FFY of Grant Approval:	
PHA Name: Little Rock Housing Authority		Grant Type and Number Capital Fund Program Grant No: AR37R004501-15 Replacement Housing Factor Grant No: AR37R004501-15 Date of CFFP:	
Type of Grant	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no: )	
<input checked="" type="checkbox"/> Original Annual Statement and Evaluation Report for Period Ending:	<input type="checkbox"/> Final Performance and Evaluation Report	<input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost <sup>1</sup> Expended
		Original	Obligated
1	Total non-CFP Funds		
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>		
3	1408 Management Improvements		
4	1410 Administration (may not exceed 10% of line 21)		
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs		
8	1440 Site Acquisition		
9	1450 Site Improvement		
10	1460 Dwelling Structures		
11	1465.1 Dwelling Equipment—Nonexpendable		
12	1470 Non-dwelling Structures		
13	1475 Non-dwelling Equipment		
14	1485 Demolition		
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs		
17	1499 Development Activities <sup>4</sup>	\$202,942.00	

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>		FFY of Grant: 2015 FFY of Grant Approval:	
PHIA Name: Little Rock Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R004501-15 Date of CFFP:		
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no: )	
Summary by Development Account		<input type="checkbox"/> Final Performance and Evaluation Report	
Line		Total Estimated Cost	Total Actual Cost <sup>1</sup>
		Original	Revised <sup>2</sup>
18a	1501 Collateralization or Debt Service paid by the PHA		Obligated
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$202,942.00	
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures		
Signature of Executive Director 		Date 3/10/2015	Signature of Public Housing Director
			Date

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

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

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.



**2015 Capital Fund**

**Capital Fund Program  
(CFP) Amendment**  
To The Consolidated Annual Contributions  
Contract (form HUD-53012)

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

Whereas, (Public Housing Authority) Housing Authority of the City of Little Rock AR004 (herein called the "PHA")  
and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into Consolidated Annual Contributions  
Contract(s) ACC(s) Number(s) FW7045 dated 2/16/1973

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out development, capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. HUD will provide a revised ACC Amendment authorizing such additional amounts.

\$ \$172,729.00 for Fiscal Year 2015 to be referred to under Capital Fund Grant Number AR37R00450215  
PHA Tax Identification Number (TIN): On File DUNS Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number 83

Now Therefore, the ACC(s) is (are) amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for development, capital and management activities of PHA projects. This CFP Amendment is a part of the ACC(s).
2. The PHA must carry out all development, capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) published at 78 Fed. Reg. 63748 (October 24, 2013), as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that of the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates less than 250 public housing dwelling units, such PHA may continue to use the full flexibility in section 9(g)(2) of the Act.
3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.
4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee within 3 days of the due date.
5. Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.
6. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in development, capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.
7. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP

assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. However, the provisions of Section 7 of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any public housing project(s) under the ACC(s) and which is not eligible for forgiveness, and provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.

8. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.

9. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).  
(mark one) :  Yes  No

10. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.

11. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements. For total conversion of public housing projects, the provisions of Section 7 of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any public housing projects(s) under the ACC(s) and which is not eligible for forgiveness, and provided further that, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For partial conversion, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.

12. CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12 month obligation and 24 month expenditure time period. CFP assistance provided as a Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must record the Declaration(s) of Trust within 60 days of the effective date or HUD will recapture the funds.

The parties have executed this CFP Amendment, and it will be effective on 4/13/2015. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development By _____ Date: _____	PHA (Executive Director or authorized agent) By <u>[Signature]</u> Date: <u>3/10/2015</u>
Title _____	Title <u>Executive Director</u>

Annual Statement/Performance and Evaluation Report  
Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
Capital Fund Financing Program

Part I: Summary		FFY of Grant: 2015 FFY of Grant Approval:	
PHA Name: Little Rock Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R004502-15 Date of CFFP:		
Type of Grant	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no: )	
<input checked="" type="checkbox"/> Original Annual Statement and Evaluation Report for Period Ending:	<input type="checkbox"/> Performance and Evaluation Report for Period Ending:	<input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost <sup>1</sup>
		Revised <sup>2</sup>	Obligated Expended
1	Total non-CFP Funds		
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>		
3	1408 Management Improvements		
4	1410 Administration (may not exceed 10% of line 21)		
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs		
8	1440 Site Acquisition		
9	1450 Site Improvement		
10	1460 Dwelling Structures		
11	1465.1 Dwelling Equipment—Nonexpendable		
12	1470 Non-dwelling Structures		
13	1475 Non-dwelling Equipment		
14	1485 Demolition		
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs		
17	1499 Development Activities <sup>4</sup>	\$172,729.00	

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

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>		FFY of Grant: 2015	
PHA Name: Little Rock Housing Authority		FFY of Grant Approval:	
Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: AR37R004502-15 Date of CFFP:			
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no: )	
Summary by Development Account		Total Estimated Cost	
Line		Original	Revised <sup>2</sup>
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$172,729.00	
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures		
Signature of Executive Director 		Signature of Public Housing Director	
Date 3/10/2015		Date	

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



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

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 08/30/2011

<b>Part I: Summary</b>					
PHA Name/Number	Work Statement for Year 1 FFY	Locality (City/County & State) Work Statement for Year 2 FFY 2014	Work Statement for Year 3 FFY 2015	Original 5-Year Plan Work Statement for Year 4 FFY 2016	Revision No: Work Statement for Year 5 FFY 2017
A.					
B.	Physical Improvements Subtotal	Annual Statement 620,000		425,000	375,000
C.	Management Improvements	165,714	100,000	200,000	200,000
D.	PHA-Wide Non-dwelling Structures and Equipment				
E.	Administration	77,857	131,856	131,856	131,856
F.	Other				
G.	Operations				
H.	Demolition		35,204		
I.	Development		1,000,000	510,204	560,204
J.	Capital Fund Financing - Debt Service				
K.	Total CFP Funds				
L.	Total Non-CFP Funds				
M.	Grand Total	863,571	1,267,060	1,267,060	1,267,060











## DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Little Rock Housing Authority 100 South Arch Street Little Rock, AR 72201 Congressional District, if known: <sup>4c</sup> Second	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b> U.S. Department of Housing and Urban Development	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: 14.872	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ <span style="font-size: 1.5em; font-weight: bold;">1,242,516.00</span>	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  None	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  None	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Rodney Forte</u> Title: <u>Executive Director</u> Telephone No.: <u>(501) 340-4821</u> Date: <u>3/10/2015</u>	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

# Certification of Payments to Influence Federal Transactions

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

Applicant Name

Little Rock Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing Capital Fund Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Rodney Forte

Title

Executive Director

Signature

Date (mm/dd/yyyy)

03/15/2015

**Civil Rights Certification**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 08/30/2011

**Civil Rights Certification**

**Annual Certification and Board Resolution**

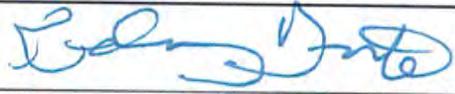
*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Little Rock Housing Authority  
PHA Name

AR004  
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Rodney Forte		Title Executive Director	
Signature 		Date 3/15/2015	

Board Member Dickey of the Board of Commissioners of the Housing Authority of the City of Little Rock, Arkansas D/B/A Metropolitan Housing Alliance introduced the following Resolution and moved for its adoption:

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT THE 2016 PUBLIC HOUSING AUTHORITY ANNUAL PLAN TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**BE IT RESOLVED**, that at a duly constituted meeting of the Board of Commissioners of the Housing Authority of the City of Little Rock, Arkansas d/b/a Metropolitan Housing Alliance (“MHA”) held on October 15<sup>th</sup> 2015, the Board of Commissioners did make the following decision and request staff to act as follows:

**WHEREAS**, the MHA Board of Commissioners hereby approves the response for the electronically transmitted submission of the Public Housing Authority (“PHA”) Annual Plan to the Housing and Urban Development (“HUD”) Department.

**WHEREAS**, it is recognized by the Board of Commissioners that the PHA Annual Plan does meet the requirement of HUD; and

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSINERS OF THE HOUSING AUTHORITY OF THE CITY OF LITTLE ROCK, ARKANSAS, D/B/A METROPOLITAN HOUSING ALLIANCE (“MHA”) that:**

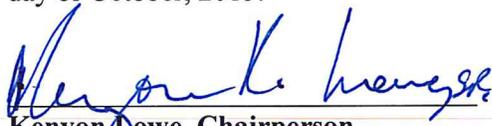
The Board of Commissioners hereby approves this Resolution and authorizes the Board Chair and the Executive Director to execute in the prescribed manner all documents necessary for such submission.

Commissioner Polite seconded the Motion and upon roll call the following vote was recorded:

- AYES: Commissioners Lowe, Dickey, Polite, Brown, and Anthony
- ABSENT: Commissioner \_\_\_\_\_
- NAYS Commissioner \_\_\_\_\_

The Chairperson thereupon declared the motion carried and the Resolution adopted.

**IN WITNESS WHEREOF**, each of the undersigned has hereunto set his hand of the Authority this 15<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
Kenyon Lowe, Chairperson

  
\_\_\_\_\_  
Rodney Forte, Executive Director

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment L**

**Financial Resources**

**2. Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned Sources</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2011 grants)</b>		
a) Public Housing Operating Fund	\$2.8 M (estimate)	Operations
b) Public Housing Capital Fund	\$1.8 M (estimate)	Capital Improvements
c) RHF	\$750 K (estimate)	Capital Improvements
d) Annual Contributions for Section 8 Tenant-Based Assistance	\$11,000,000	Operations / Administration
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
2nd Increment RHF	\$2.6 M	Capital Improvements
2016 CFP	\$1 M	Capital Improvements
<b>3. Public Housing Dwelling Rent Income</b>	\$1.6 M	Operations
<b>4. Other income (list below)</b>		
Rent for air Space	TBD	Operations
Program Income	TBD	Various Housing Related Initiatives
<b>4. Non-federal sources (list below)</b>		
Disposition Proceeds	TBD	Operations or Capital Improvements



OFFICE OF THE DEPUTY EXECUTIVE DIRECTOR  
100 South Arch Street  
Little Rock, AR 72201  
(501) 340-4821 / (501) 340-4845 (fax)

July 30, 2015

## NOTICE

### **Attention All Metropolitan Housing Alliance Clients and Residents:**

The 2016 Policy Documents (*Admissions and Continued Occupancy Policy & Housing Choice Voucher Administrative Plan*) of the PHA Annual Plan are available for your viewing at each of the sites the Metropolitan Housing Alliance (“MHA”) owns and operates. If you are a Section 8 participant, the documents can be viewed at MHA’s main office located at 100 S. Arch St., Little Rock, AR 72201.

If you have any comments or suggestions, they must be submitted in writing. All comments must be received by September 14, 2015. Please submit your comments to:

MHA  
Attention: Jada Johnson  
100 S. Arch St.  
Little Rock, AR 72201

## Resident Advisory Board Comments

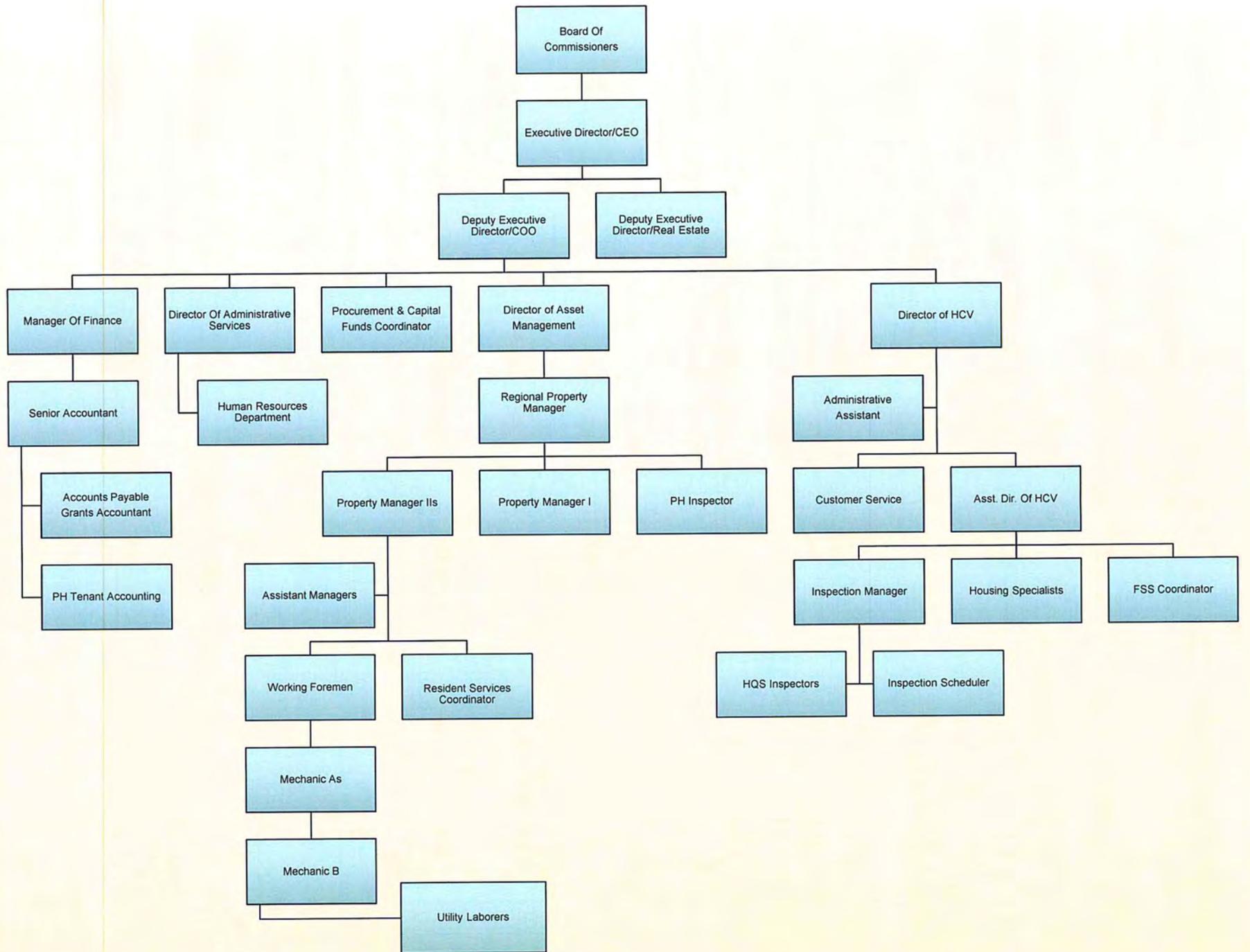
The Metropolitan Housing Alliance (“MHA”) staff met with the Resident Advisory Board (“RAB”) which consisted of Public Housing Residents and Section 8 Clients to review and discuss the MHA agency programs on May 20<sup>th</sup>, June 10<sup>th</sup>, July 7<sup>th</sup> and 8<sup>th</sup>, July 22<sup>nd</sup> and July 29<sup>th</sup>, 2015. Through this process staff provided the residents with an understanding of the MHA goals, resident commitment, policy and procedure and program activities.

No comments were received from Residents during the 45 day period of July 30, 2015 through September 14, 2015.

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment M**

**Operation and Management**



**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment N  
MHA Pest Policy**



# PEST CONTROL POLICY

# **PEST CONTROL POLICY**

---

The Metropolitan Housing Alliance (MHA) recognizes the importance of pest and vermin control in providing a living environment of adequate health and safety for its residents. To achieve this control the authority has adopted a pest control policy that will be implemented by the Asset Management Team in partnership with the Director of Housing Choice Voucher Program when applicable.

## **PEST CONTROL AND EXTERMINATION**

The MHA will make all efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Authority has determined that the most cost-effective way of delivering the treatments is the use of a licensed private contractor.

The extermination plan will requires that the Contractor visit each site once per month on a schedule determined by the Director of Asset Management or his/her designee. Director of Asset Management or his/her designee shall make sure that this schedule provides adequate treatment to address any existing infestation. Special attention shall be paid to cockroaches and bedbugs. The schedule includes frequency and locations of treatment. Different schedules may be required for each property. Additional treatments may be required at times other than the scheduled visits. The individual Site Managers will inform the extermination contractor of the specific additional needs and arrange for proper treatment.

Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least one week and again twenty-four hours before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bi-lingual to properly notify the entire resident population.

Management will work closely with residents that are physically or emotionally unable to comply with the necessary preparation to ensure effective treatment. Failure to prepare or allow access constitutes a health and safety violation for the residents of the development. If able residents do not comply by adequately preparing for extermination, they will be fined for noncompliance. The charge for failure to allow access to exterminators or failure to prepare shall be \$75.00. If noncompliance continues beyond one instance, lease enforcement proceedings will commence and continue until compliance is achieved.

# METROPOLITAN HOUSING ALLIANCE

## BED BUG POLICY

Bed bugs are a growing national problem, and as a result, this policy has been created for both the Public Housing program and the Housing Choice Voucher program. The purpose of this policy is to set forth the roles and responsibilities of all parties (MHA, Tenant, and Landlord) in minimizing the potential for bed bugs. The policy will also provide guidance in cases where bed bugs are present in order to eliminate them as quickly as possible.

Bed bugs are difficult to contain without the proper treatment. Therefore it is imperative that all parties (MHA, Tenant, and Landlord) work simultaneously toward the common goal of extermination and elimination. Left untreated bed bugs can spread throughout a residence affecting current and future tenants.

### Housing Choice Voucher Program

#### Landlord Roles and Responsibilities:

The Housing Assistance Payment (HAP) contract requires the landlord to maintain the contract unit and its premises in accordance with Housing Quality Standards (HQS). If bed bugs are present, it is the responsibility of the landlord, as stated in the HQS (CFR 982.401), to ensure that the dwelling unit and its equipment be in sanitary condition and free of vermin and rodent infestation. In order to comply with the HQS, if the presence of bed bugs is suspected, the landlord must notify MHA immediately and it is strongly recommended that the landlord contact an extermination professional for an immediate inspection. If the landlord chooses to perform their own initial inspection, MHA has created a "Landlord Inspection Checklist" that may assist in the assessment of potential problems. If treatment is deemed necessary, a copy of the contract the landlord entered into with the extermination professional (including all treatment performed) must be provided to MHA by the landlord within 48 hours of initial determination that treatment is required. In addition, the landlord must complete the "Landlord Certification Statement" document and send to MHA within 72 hours of the initial determination that treatment is required.

Failure to comply with the above requirements is a direct violation of the HAP contract and may result in abatement, suspension or termination of housing assistance payments, termination of the HAP contract, and suspension of eligibility to participate in the Housing Choice Voucher program.

#### Tenant Roles and Responsibilities:

The HAP contract requires the tenant to keep the unit and its premises free from damage. Therefore, if the presence of bed bugs is suspected, it is the tenant's responsibility to notify the landlord and MHA immediately in order to minimize any potential damage to the unit. In addition, it is the responsibility of the tenant to work cooperatively with the landlord and/or extermination professional to ensure the successful elimination of bed bugs. Tenant non-compliance may result in the loss of their Housing Choice Voucher.

If the tenant notifies the landlord of the presence of bed bugs and the landlord fails to take action within a reasonable period of time, the tenant should notify MHA. MHA will assist the tenant in relocation if it is deemed necessary and appropriate. Prior to relocation, MHA will notify new landlord of tenant's prior exposure to bed bugs. In addition, the tenant must complete all items on the "Relocation Task List" document.

## MHA Roles and Responsibilities:

MHA will ensure the landlord maintains the unit within HQS guidelines and provide guidance on the resolution of any potential bed bug problems. MHA will assist in tenant relocation, including the scheduling of moves, if it has been determined relocation is necessary and appropriate. When relocation is necessary, MHA will ensure the tenant completes the “Relocation Task List” prior to relocation in order to minimize the transfer of bed bugs to the new unit. MHA will also require all program participants and landlords to disclose at intake, recertification, and inspection all exposure to bed bugs within the last twelve month period.

## Public Housing Program

### MHA Roles and Responsibilities:

Upon notification from the tenant, MHA will perform an initial inspection of the tenant’s residence using the “Central Maintenance Tracking Sheet.” If it is determined that bed bugs are present, MHA will provide the tenant with the “MHA & Tenant Roles and Responsibilities” document. The above document will be explained to the tenant to ensure understanding and compliance prior to treatment. In addition, MHA will secure the tenant’s signature indicating understanding of the document. Upon successful completion by the tenant of their roles and responsibilities MHA will professionally treat the residence and perform follow-up to ensure treatment was successful.

In order to educate tenants and minimize potential for the presence of bed bugs, MHA has created a “Prevention Tips” document.

### Tenant Roles and Responsibilities:

HUD regulations require the tenant’s cooperation in order to successfully eliminate the presence of bed bugs. Therefore, it is the tenant’s responsibility to call in a work order as soon as the presence of bed bugs is suspected. This will allow MHA to address the potential infestation at its onset and before it affects other tenants. In addition, the tenant must be onsite when the initial inspection is conducted. If it is determined by MHA that bed bugs are present, the tenant must complete all items listed on the “MHA & Tenant Roles and Responsibilities” prior to treatment and as soon as possible. This will help to minimize the severity of bed bug presence and resolve the problem quickly. A tenant may be deemed in violation of sections IX, cc. in the lease agreement if they fail to fully cooperate and comply with their roles and responsibilities.

## Policy Attachments

### Housing Choice Voucher program:

- Attachment A. Landlord Inspection Checklist
- Attachment B. Relocation Task List
- Attachment C. Landlord Letter
- Attachment D. Exterminator Selection Tips
- Attachment E. Landlord Certification Statement

### Public Housing program:

- Attachment F. Central Maintenance Tracking Sheet
- Attachment G. MHA & Tenant Roles and Responsibilities
- Attachment H. Prevention Tips

Attachment A  
Metropolitan Housing  
Alliance  
100 S. Arch St.  
Little Rock, AR  
72201

Bed Bug Management Plan  
Landlord Inspection Checklist

Tenant Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Alt. Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Inspection List

Check bed including mattress, box spring, and headboard for blood spots and fecal matter. Strip back the covers, stand up the mattress, remove the box spring and flip it over paying close attention to all seams.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspect furnishings close to the bed for the presence of bed bugs. Pull out dresser drawers and check inside drawers and crevices. Look under televisions, stereos, and other equipment, behind pictures, in the crevice behind the baseboard, and in stacks of clothing.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check drapes, wall decorations, and cracks in the ceiling-wall junction for presence of bed bugs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check other areas of the residence for the presence of bed bugs paying specific attention to furniture, seams, and crevices.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Discuss and inspect (where appropriate) bed bug bites with tenant.

\_\_\_\_\_  
\_\_\_\_\_

---

---

Bed Bug presence noted: Yes  No

This document is provided as a reference only. If the presence of bed bugs is suspected and you are not comfortable inspecting the unit thoroughly, you should consider contacting an extermination professional.

Attachment B  
Metropolitan Housing  
Alliance

100 S. Arch St.  
Little Rock, AR 72201

Bed Bug Management Plan  
Relocation Task List

Bed bugs are difficult to contain without the proper treatment. Therefore if a tenant relocates and the proper treatment has not taken place, the bed bugs will move with the tenant as bed bugs can be carried in furniture, bedding, clothing, etc. If it has been determined that you must relocate to a new unit, certain steps must be followed to ensure that bed bugs are not transferred to the new residence. To prevent further infestation, the Relocation Task List below MUST be completed in preparation for relocation.

RELOCATION TASK LIST (initial each item)

\_\_\_\_\_ Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags, seal bags tightly. Do not put them back on the bed until move is complete.

\_\_\_\_\_ Wash all clothing, toys, towels, and other linens in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until relocated.

\_\_\_\_\_ Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag, seal plastic garbage bag tightly, and discard in outdoor trash receptacle immediately.

\_\_\_\_\_ Purchase and place special bed bug mattress and box spring encasements around all mattresses and box springs. Bed bug mattress and box spring encasements are an effective bed bug killer when combined with treatment and must remain on all mattresses and box springs for at least one year. Bed bug encasements can be purchased locally at Bed, Bath, and Beyond for approximately \$10.00 – \$20.00 depending on size needed. The tenant is solely responsible for the purchase of this item.

\_\_\_\_\_ Discard or have all infested furniture professionally treated by a licensed exterminator. If tenant chooses to keep furniture, proof of treatment must be provided to MHA prior to relocation. MHA will not relocate tenant to a new unit with infested furniture.

TENANT STATEMENT OF CERTIFICATION

I, \_\_\_\_\_, certify that I have read and understand the information above and commit to performing the Relocation Task List. I also understand that if I do not complete the above listed items, there is the potential for the bed bugs to be carried to the new residence and MHA will not authorize a transfer to a new unit.

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Re: Potential Bed Bug Infestation

Dear Landlord:

It is the goal of the Metropolitan Housing Alliance to promote and provide safe, quality housing to our program participants. Recently, bed bugs have become a topic of national importance. Most recently, the Environmental Protection Agency held a National Bed Bug Summit to discuss ways to prevent the resurgence of bed bugs. While the Metropolitan Housing Alliance has not encountered bed bugs in the Public Housing program, we have been made aware of the presence of bed bugs in a few of the privately owned residences assisted under the Housing Choice Voucher program. In order to protect your tenant, rental assistance income, and asset, we strongly recommend that you take all tenant concerns regarding bed bugs seriously.

Upon notification from the tenant of the potential presence of bed bugs, it is the landlord's responsibility to have a thorough inspection conducted by a qualified party. MHA recommends a licensed, experienced, professional exterminator. Please refer to the back of this letter for information that may assist you in the selection of an exterminator.

Note that it is the responsibility of the tenant to work cooperatively with the landlord and/or extermination professional to ensure the successful elimination of bed bugs. It is imperative that all parties (Tenant and Landlord) work together toward a common goal, extermination and elimination. Left untreated, bed bugs can spread throughout a residence, potentially affecting current and future tenants.

The Housing Assistance Payment (HAP) contract requires the landlord to maintain the contract unit and premises in accordance with Housing Quality Standards (HQS). If bed bugs are present, it is the responsibility of the landlord, as stated in the HQS (CFR 982.401), to ensure that the dwelling unit and its equipment be in sanitary condition and free of vermin and rodent infestation.

Failure to comply constitutes a direct violation of the HAP contract and may result in abatement, suspension of housing assistance payments, termination of the HAP contract, and/or suspension of eligibility of the affected unit to participate in the Housing Choice Voucher program (if the unit remains untreated).

Sincerely,

Carl Smith  
Director of Asset Management

Attachment D  
Metropolitan Housing  
Alliance  
100 S.  
Arch St.  
Little Rock,  
AR 72201

### Bed Bug Management Plan Exterminator Selection Tips

The information listed below is from the New York Times article “Sleeping with the Enemy (Bed Bugs).” Please note that the information listed is provided as a reference only. If the presence of bed bugs is suspected, immediate action should be taken.

- Most successful treatment efforts include a combination of a thorough cleaning and sorting, along with repeated professional bed bug treatment applications.
- Many pest control companies will perform a visual inspection at no charge in hopes that if you have bed bugs, you’ll hire them to do the treatment.
- According to the article, you should be wary of pest control companies that emphasize their bed bug expertise.
- Find an established pest control company that has been in business at least five years.
- The article states that exterminators may charge \$250 to \$900 a room to get rid of bed bugs, depending on the level of infestation and the types of treatments used. Prices in our local area may vary.
- Be sure the exterminator makes at least one follow-up visit. According to the article it’s near impossible to kill all bed bugs in a given area with one treatment.
- Ask if follow-up treatments are included in the price quoted to you.
- Check to see that the company and technician you hire are licensed in your state.
- Check the Better Business Bureau for any complaints filed against the exterminators you are considering.

# Metropolitan Housing Alliance

100 S. Arch St.  
Little Rock, AR 72201

## Bed Bug Management Plan

### Landlord Certification Statement

It is the goal of the Metropolitan Housing Alliance to promote and provide safe, quality housing to our program participants. If bed bugs are present, it is the responsibility of the landlord, as stated in the HQS (CFR 982.401), to ensure that the dwelling unit and its equipment be in sanitary condition and free of vermin and rodent infestation. It is the responsibility of the tenant to work cooperatively with the landlord and/or extermination professional to ensure the successful elimination of bed bugs. It is imperative that all parties (Tenant, Landlord, and Extermination Professional) work together toward a common goal, extermination and elimination.

To assist MHA in its goal of providing safe, quality housing, MHA requests the following information be completed by the landlord upon completion of treatment (within 72 hours of initial determination that treatment is necessary):

1) Date unit was treated \_\_\_\_\_.

2) Type of treatment provided (methods, products used, areas treated):

---

---

3) Did tenant complete required (should be detailed in landlord/tenant lease agreement) pre-treatment activities? For example:

- Furniture moved to center of room being treated? YES NO N/A
- All items removed from floors and closets? YES NO N/A
- Mattresses encased in bed bug mattress encasements? YES NO N/A
- All pictures removed from walls? YES NO N/A
- All areas being treated vacuumed including furniture, dresser drawers, night stands, mattresses, and box springs? YES NO N/A
- All cardboard hangers, boxes, etc. discarded? YES NO N/A
- All clothing, linens, towels, etc. washed in hot water (+120 degrees), dried on highest heat setting for at least 30 minutes, and stored in tightly sealed plastic garbage bags? YES NO N/A

4) Please list any additional items required to be completed prior to treatment and indicate if items were completed.

---

---

5) Was follow up or additional treatment recommended by the Extermination Professional? YES or NO If yes, please provide date when follow up or additional treatment will be conducted: \_\_\_\_\_

LANDLORD STATEMENT OF CERTIFICATION

I, \_\_\_\_\_, certify that I have had the unit located at \_\_\_\_\_  
professionally treated by a licensed extermination professional in order to eliminate the presence of bed bugs.

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Date

Metropolitan Housing Alliance  
 100 S. Arch St. Little Rock, AR 72201

Bed Bug Management Plan  
 Maintenance Tracking Sheet

Tenant Information	
Name: _____	Phone: _____
Address: _____	Alt. Phone: _____
City, State, Zip _____	Email: _____

Step 1: Assessment (within 1 work day of work order call-in)		
<u>Date Completed</u>	<u>Verified</u>	<u>Action Item</u>
_____	_____	Work Order Clerk receives emergency inspection request.
_____	_____	Work Order Clerk schedules inspection with tenant and exterminator within 24 hours.
_____	_____	Exterminator conducts inspection with tenant present.
Bed Bugs Present?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, check all that apply and continue to step 2. If no, continue to step 5.
<u>Locations:</u>	Mattress <input type="checkbox"/>	Box spring <input type="checkbox"/> Walls <input type="checkbox"/> Baseboard <input type="checkbox"/> Physical <input type="checkbox"/>
<u>Indications:</u>	Grouped, bite markings <input type="checkbox"/>	Red, itchy skin <input type="checkbox"/>
<u>Bug samples collected:</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Comments: _____		

Step 2: Preparation - Exterminator (during initial inspection, immediately after determining the presence of bed bugs)		
<u>Date Completed</u>	<u>Verified</u>	<u>Action Item</u>
_____	_____	Provide tenant "MHA & Tenant Roles and Responsibilities."
_____	_____	Obtain tenant signature on "MHA & Tenant Roles and Responsibilities."
_____	_____	Provide tenant with bed bug encasement(s) for each mattress and box spring.
_____	_____	Schedule treatment as soon as possible, but no more than three days after the determination that bed bugs are present.
Comments: _____		

Step 3: Treatment - Exterminator (ASAP, but no more than 3 days from initial inspection)		
<u>Date Completed</u>	<u>Verified</u>	<u>Action Item</u>
_____	_____	Unit Readiness: Determine if tenant has completed steps outlined in "MHA & Tenant Roles and Responsibilities."
Unit ready?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, conduct treatment and continue with steps 4 - 5. If no, cancel treatment and contact Manager immediately to process as a lease violation. (Work order for treatment is not to be closed until treatment is rendered.)
Comments: _____		

**Step 4: Follow up - Maintenance (within 10 days of treatment)**

<u>DateCompleted</u>	<u>Verified</u>	<u>ActionItem</u>
	<input type="checkbox"/>	Conduct phone follow up with tenant in 10 days of treatment date (from Step 3) to determine if treatment was successful or additional treatment required.
Additional treatment needed?	Yes      No	If yes, contact Manager to schedule time for unit to be ready and call in emergency work order for retreatment. If no, continue to step 5.

Comments:

**Step 5: Completion – Maintenance**

<u>DateCompleted</u>	<u>Verified</u>	<u>ActionItem</u>
		Based on Exterminator assessment in step 1, bed bugs not present.
		Based on Maintenance follow up in step 4, treatment completed.
		Distribute completed form.

Comments:

\*Distribute completed form to: Property Manager for tenant file, Director of Housing Management, Director of Maintenance.

Metropolitan Housing Alliance  
100 S. Arch St. Little Rock, AR 72201

## Bed Bug Management Plan MHA & Tenant Roles and Responsibilities

It has been determined, based on the inspection of your residence that bed bugs are present and professional treatment is required. Bed bugs are a problem that can only be solved when both parties (MHA and tenant) work simultaneously toward a common goal, extermination and elimination. HUD regulations require the tenant's cooperation in order to successfully eliminate the presence of bed bugs. Without proper treatment, bed bugs are difficult to contain and have the potential to infest neighboring housing units. In addition, if a tenant relocates and the proper treatment has not taken place, the bed bugs will move with the tenant as bed bugs can be carried in furniture, bedding, clothing, etc. MHA will not be responsible for the reimbursement and/or replacement of any tenant furniture, clothing, household items, and medical expenses.

The following plan outlines the roles and responsibilities of MHA (landlord) and the tenant in the treatment of bed bugs:

### MHA

- Inspect residence for infestation within one work day of receipt of emergency work order.
- Schedule treatment date as soon as possible, but no later than three days after the initial inspection (subject to tenant readiness).
  - Scheduled treatment date \_\_\_\_\_.
- Provide at initial inspection special bed bug mattress and box spring encasements for use on all mattresses and box springs, in accordance with the Maintenance Charge list. Tenant may provide own mattress and box spring encasements, however the time frames still apply.
- Provide a dozen (12) large trash bags at no charge to the tenant for the storage of clothing, towels, toys, other linens, etc. prior to and during treatment.
- Treat residence including furniture.
  - If infested furniture does not respond to treatment, MHA will dispose of furniture at tenant's request OR tenant can have furniture professionally re-treated at their expense. Proof of re-treatment MUST be provided to MHA within 48 hours of determination that initial treatment was unsuccessful. If the re-treatment of furniture is deemed unsuccessful, tenant may be required to dispose of furniture.
- Perform follow-up with tenant within 10 days of treatment to ensure treatment was effective.
- Perform additional treatments as necessary.

### Tenant

- Tenant must be onsite at the scheduled time when the initial inspection is conducted.
- For treatment to be effective, tenant must perform the tasks listed below prior to the scheduled treatment date. MHA encourages tenant to complete items listed as soon as possible in order to minimize

severity of bed bug presence and resolve the problem quickly.

- Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot water (120+degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags and seal the plastic bags tightly. Do not put them back on the bed until the evening after treatment.
- Remove everything from bedrooms and hall closets. Closets, dresser drawers, and night stand drawers
- must be empty. Remove all clothing, toys, boxes, etc. from bedroom floors.
- Wash all clothing, towels, and other linens in hot water (120+ degrees recommended) and dry in the dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until after treatment.
- Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag that is sealed tightly and discard in outdoor trash receptacle immediately.
- Move all furniture to the center of the room(s) being treated.
- Discard all cardboard hangers, boxes, etc.
- Remove all pictures from walls.
- Place all bed bug mattress encasements (provided at initial inspection) on all beds. The bed bug mattress encasement is an effective bed bug killer when combined with treatment and must remain on the mattress for at least one year. If the mattress or box spring encasement becomes torn or damaged it is the tenant's responsibility to replace.
- Discarded mattresses, box springs, furniture, etc. must not be placed in dumpsters; they must be removed from the premises.
- Remain out of the residence for four hours after treatment (includes all household members and pets).

- Furniture that does not respond to treatment must be disposed of or professionally treated. If tenant chooses to dispose of furniture, MHA will remove furniture from the unit at tenant's request. If tenant chooses to dispose of furniture on their own it MUST be removed from the premises. If tenant chooses not to dispose of infested furniture they MUST have it re-treated (at their expense and within 48 hours of determination that initial treatment was unsuccessful) by a licensed exterminator. Tenant must provide proof of re-treatment to MHA within 72 hours of determination that initial treatment was unsuccessful.

FAILURE TO COMPLY: If treatment is scheduled and the exterminator determines that tenant has not performed the above stated responsibilities, the following will occur:

1. Treatment will be cancelled by the exterminator
2. Tenant will be held financially responsible for all costs incurred in accordance with the Maintenance Charge list.
3. Tenant lease may be terminated at MHA's discretion.

TENANT STATEMENT OF CERTIFICATION

I, \_\_\_\_\_, certify that I have read and understand the roles and responsibilities (MHA and tenant) as stated above and agree to perform them in order to successfully eliminate the presence of bed bugs.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
MHA Signature

\_\_\_\_\_  
Date

Metropolitan Housing Alliance  
100 S. Arch St., Little Rock, AR 72201

### Bed Bug Management Plan Prevention Tips

- Wash all bedding regularly in hot water. The water should be at least 120 degrees.
- Use bed bug encasements on all mattresses and box springs.
- Check your own bed for bed bugs from time to time. Catching them early will make bedbug treatment easier if bed bugs do occur.
- Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards.
- Clean up clutter to reduce hiding spots.
- Caulk holes in floors and walls.
- When purchasing second hand clothing, place all garments in a sealed bag until they can be washed and place in a dryer on high heat for 15 to 30 minutes.
- If you purchase used furniture, examine it for bed bugs. Pay special attention to used mattresses and bed frames.
- When traveling, check your room for signs of bed bugs such as bloodstains on the pillows or linens. Inspect mattress seams, look behind headboards and pictures. If you suspect you may have brought bed bugs home, place infected items in the dryer or freezer.
- After you return from a trip, check your luggage for insects that might have hitched a ride.

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment O**

**MHA Residential Lease Agreement**

# LITTLE ROCK HOUSING AUTHORITY, RESIDENTIAL LEASE AGREEMENT

## WHAT IT IS:

### Part 1: The part of the Lease that is specific to the individual Tenant

This part, with Part II of this Lease, is executed by and between Tenant and MHA, and includes the following information specific to each family's circumstances:

- Identity of all members of Tenant's family and household by their relationship to the head, social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by MHA with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,
- A list of all pamphlets or informational materials provided to Tenant at the time of admission.

**"LITTLE ROCK HOUSING AUTHORITY d/b/a Metropolitan Housing Alliance, MHA or "Agency"** means both the LITTLE ROCK HOUSING AUTHORITY and its duly contracted management companies and their employees acting in an official capacity.

**"Tenant"** means the Head of Household and Co-signer (spouse or co-head), if applicable, who signs the Lease.

**"Family Member(s)"** means any authorized persons whose names are included or added to the Tenant's application and the lease and who are members of the Tenant's "family", as defined in MHA's Admission and Continued Occupancy Policy (ACOP). Family members have the right, if they pass screening as described in the Admissions and Continued Occupancy Policy and are either age 18 or older, or younger and who is a Court-recognized emancipated minor, to remain in the unit after the Head of Household leaves as a remaining family member.

**"Household Member(s)"** means any "authorized persons" who are not members of the Tenant's family but who are members of the Tenant's household and whose names are included or added to the Tenant's application and the Lease. Household members may be foster children, foster adults, or Live-in Aides **ONLY** and have no rights as remaining family members.

In this Lease, both Family Members and Household Members are authorized occupants and are usually referred to as, "authorized Tenant" and/or "Tenant family".

**"Other person under the Tenant's control"** means a person who, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the Tenant or other member of the household who has expressed or implied authority to so consent on behalf of the Tenant.

**"Dwelling Unit"** means the unit occupied by the Tenant and/or Tenant family (also called "household members").

**"Premises" or "Property"** means all of the property owned or operated by MHA directly or indirectly to include, but not limited to, stairways, landings, hallways, elevators, community rooms and solariums.

### Part 2: The Lease Terms and Conditions

Specifies the terms and conditions applicable to all Tenants. **Each Tenant receives a copy at lease execution and whenever any changes are made to the terms and conditions.**

# LITTLE ROCK HOUSING AUTHORITY

Client 009125

## PART 2 of the RESIDENTIAL LEASE

1. **THIS LEASE AGREEMENT** is executed between the LITTLE ROCK HOUSING AUTHORITY d/b/a Metropolitan Housing Alliance (hereinafter "MHA"), and \_\_ (hereinafter "Tenant").

Date of Lease	Beginning	Annual Date	Review	Monthly Rent	Security/Pet Deposit
---------------	-----------	-------------	--------	--------------	----------------------

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

2. **Unit:** MHA, relying upon the representations of Tenant as to Tenant's eligibility, income, deductions from income, preferences, family/household size and housing needs, leases to Tenant a unit in accordance with the Part 2 Lease Terms and Conditions.

Tenant(Head of Household) \_\_\_\_\_ Spouse/Co-head \_\_\_\_\_ (if applicable) Address \_\_\_\_\_ Apartment No. \_\_\_\_\_ City Little Rock  
 State Arkansas, Zip 72204 Code 2703 Development \_\_\_\_\_

3. **Authorized Family and Household Members:** Tenant's household is composed of the authorized family and household members listed below:

Name	Age & Birth date	Relationship	Social Security Number

- 4. **Initial Pro-rated Rent:** If prorated for a partial month, rent shall be \_\_\_\_\_.
- 5. **Utility Reimbursement:** If applicable, Tenant shall receive \$ \_\_\_\_\_ from MHA for a partial month's Utility Reimbursement, beginning on \_\_\_\_\_ and ending at midnight on \_\_\_\_\_. After the initial pro-rated amount, Tenant shall receive \$ \_\_\_\_\_ per month. Utility Reimbursements may be paid by MHA to the applicable Utility supplier on Tenant's behalf.
- 6. **Monthly Rent/ Rent Choice:** After the initial rent established in (4) above, rent in the amount of \$ \_\_\_\_\_ per month, shall be payable in advance on the First day of each month. Tenant has selected the following monthly rent, as checked and initialed by Tenant:  
 income-based rent \_\_\_\_\_     flat rent \_\_\_\_\_
- 7. **Rent Payments:** Rent payments can be made in the Management office or by a MHA approved method including but not limited to ACH direct Deposit or mailing to MHA's lockbox using the envelope provided with the rent statement:
- 8. **Renewal:** Unless terminated as stated in the Lease Terms and Conditions, this Lease shall be automatically renewed for the successive terms of one year. The monthly rent stated above will

remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to Tenant.

9. **Security Deposit:** Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit in accordance with the Terms and Conditions of this Lease.

**10. Utilities and Appliances:**

a) **The following utilities are furnished and paid by MHA, as checked below:**

Heat   Water   Sewer Service   Electricity   Gas

b) **The following utilities are paid for by the Tenant, as checked below:**

Heat   Water   Sewer Service   Electricity   Gas

c) **The following appliances are supplied by the Tenant, as checked below:**

Stove   Refrigerator   Washer   Dryer   Other

11 **Utilities Allowances Tenant-Paid Utilities:** If Tenant pays for utilities or appliances, as indicated by an (X) above, MHA shall provide Tenant with a Utility Allowance in the monthly amount of \$\_\_\_\_\_. Tenant is responsible for connecting utilities in the name of an adult family member and making timely payments directly to the utility supplier. MHA reduces each family's rent by deducting the "utility allowance" to permit the family to make timely utility payments. If Tenant fails to make timely utility payments and the utility supplier stops billing Tenant and either disconnects Tenant's service or begins billing MHA, MHA will issue Tenant a lease termination notice and MHA will evict Tenant. Tenant must pay the entire utility bill, even if it exceeds the Utility Allowance. The allowance shall be sufficient for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. **Utility allowances are not applicable if the Tenant chooses flat rent.**

If Tenant pays for utilities, by his/her signature below, Tenant agrees to sign a third-party notification agreement with the utility company so that MHA will be notified if the Tenant fails to pay the utilities. **Tenant failure to pay for utilities is a serious lease violation and grounds for lease termination.** MHA may also require the resident to purchase utility service from MHA's provider of choice.

12. **Utility Allowances, Check-Metered Properties:** At properties that have check-metered utilities, MHA will grant Tenants a consumption allowance for check-metered utilities in the monthly amount shown below: Any utility usage that exceeds this amount shall be billed to Tenant at the utility rate paid by MHA at the development.

Water: \_\_\_\_\_ gal. Sewer \_\_\_\_\_ Electricity \_\_\_\_\_ KW Gas \_\_\_\_\_ Kcubft

13. **Other Tenant responsibilities:** Subject to reasonable accommodations, this Lease requires Tenant to assume the following responsibilities: \_\_\_\_\_

14. **Accessible Features:** Tenant has requested the following accessibility feature(s) that MHA will provide following verification of need based on disability:

- |  |  |
|--|--|
| <input type="checkbox"/> <input type="checkbox"/> A separate bedroom           | <input type="checkbox"/> <input type="checkbox"/> Unit for Hearing-Impaired        |
| <input type="checkbox"/> <input type="checkbox"/> A fully accessible apartment | <input type="checkbox"/> <input type="checkbox"/> BR Bath on 1 <sup>st</sup> floor |
| <input type="checkbox"/> <input type="checkbox"/> One-level unit               | <input type="checkbox"/> <input type="checkbox"/> Other _____                      |
| <input type="checkbox"/> <input type="checkbox"/> Unit for Vision-Impaired     | _____  |

15. **Alternate form of communication or accessible format for written notices:** Tenant has represented to MHA the need for the following alternate form of communication or accessible format: \_\_\_\_\_

**EXECUTION AND CERTIFICATION**

By signature below, Tenant agrees to the Terms and Conditions of Parts I and II of this Lease Agreement, including the attached House Rules. By the signature, below, Tenant also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained.

Tenant hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to MHA before execution of the Lease or before MHA approval for occupancy of the unit by the Tenant. Tenant further certifies that all information or documentation submitted to MHA before and during the Lease term is true and complete to the best of Tenant's knowledge and belief. If fraudulent information is provided, Tenant understands that the Lease may be terminated or the rent retroactively increased.

Tenant (Authorized Head of Household)	Date
Spouse or Co-head of Household (if applicable)	Date
Other Adult Family member (if applicable)	Date
Property Manager	Date
Witness	Date

**ATTACHMENTS TO THE LEASE:**

If indicated by an (X) below, MHA has provided Tenant with the following attachments and information:

- |   |   |
|---|---|
| <input type="checkbox"/> Terms and Conditions of the Lease<br><input type="checkbox"/> MHA Pet Policy<br><input type="checkbox"/> MHA Grievance Procedure<br><input type="checkbox"/> Summary of law on Truancy<br><input type="checkbox"/> Information on Lead Poisoning<br><input type="checkbox"/> Fair Housing/504 Information Sheet<br><input type="checkbox"/> House Rules, if applicable<br><input type="checkbox"/> Third-Party Utility Form<br><input type="checkbox"/> Security Deposit Amount<br><input type="checkbox"/> Care of Grounds<br><input type="checkbox"/> Community Service Requirements<br><input type="checkbox"/> Importance of Renter's Insurance<br><input type="checkbox"/> Ban Policy (may be updated)<br><input type="checkbox"/> One Strike Provision | <input type="checkbox"/> Housekeeping Standards<br><input type="checkbox"/> Curfew and vehicle parking<br><input type="checkbox"/> Guests procedure<br><input type="checkbox"/> Move-in and Move-out procedures<br><input type="checkbox"/> Hardship Exemption<br><input type="checkbox"/> Disposition of security deposit<br><input type="checkbox"/> Tenant Orientation information<br><input type="checkbox"/> Maintenance charges<br><input type="checkbox"/> Smoke Detector Safety<br><input type="checkbox"/> Collection procedure<br><input type="checkbox"/> Community Resource Guide<br><input type="checkbox"/> Crime Prevention Lease Addendum<br><input type="checkbox"/> Move in Inspection Form<br><input type="checkbox"/> Eviction Policy |
|---|---|

**STATEMENT ON RECEIPT OF INFORMATION:**

Tenant certifies that a copy of the above information regarding lead poisoning has been provided as part of the move-in packet. The above information has been thoroughly explained and the Tenant understands the possibility that lead-based paint may exist in the unit.

Tenant	Date	Co-head of Household (if applicable)	Date
--------	------	--------------------------------------	------

## LITTLE ROCK HOUSING AUTHORITY

### LEASE PART 2: Terms and Conditions

**THIS LEASE AGREEMENT** (called the "Lease") is between the LITTLE ROCK HOUSING AUTHORITY d/b/a Metropolitan Housing Alliance (called "MHA" or the "Agency") and Tenant named in the Contract (called "Tenant").

MHA, relying upon data provided by Tenant about income, family composition, and housing needs, leases to the Tenant, the property (and any steps, porch, lawn or yard immediately surrounding the unit, all of which are hereinafter collectively called the "premises" or "dwelling unit") described in Part I of the Lease, to be executed by the Tenant and MHA, subject to the terms and conditions contained in this Lease.

#### 1. Lease Term, Amount of Rent

- (a) The initial term of this Lease is twelve (12) months, unless otherwise modified or terminated in accordance with Part 2, Section 18 of this Lease. The Lease shall automatically be renewed for successive terms of one year.
- (b) At admission and each annual recertification Tenant will be given a choice between paying an income-based rent or flat rent. The formula for income-based rent is established in Federal Regulations. Unless revised in the regulations, Tenant pays the greater of 30 percent of adjusted monthly income or 10 percent of monthly income, but never less than the MHA minimum rent of \$50. Flat rent is a market-based rent that reflects the age, size, location, condition and amenities of each of MHA's developments.
- (c) Families that include at least one member who is either a U.S. citizen or an eligible immigrant and other members who are neither U.S. citizens nor eligible immigrants are called "Mixed Families". As required by Federal law, these families will pay a higher income-based pro-rated rent based on the percentage of members who are eligible for housing assistance.
- (d) In developments with Tenant-paid utilities, only Tenants who pay an income-based rent will receive a Utility Allowance. Flat rent payers do not receive a Utility Allowance.
- (e) The rent amount is stated in the Part 1 of the Lease. Rent shall remain in effect unless adjusted by MHA in accordance with Part 2, Section 6 of this Lease. The amount of the rent shall be determined by MHA in compliance with HUD regulations.
- (f) Rent is due and payable in advance without demand on the first day of each month. Rent is late if not paid by the 5th Calendar Day of the month.
- (g) Failure to pay rent on time is a serious lease violation and grounds for lease termination. , however, MHA shall not penalize the Tenant when Tenant's rent is not paid on time as a result of government assistance not sent on time. Child support payments, regardless of the source, are not considered government payments.
- (h) Three late payments within any 12 month period shall be considered repeated late payments and shall be a serious lease violation and grounds for lease termination, although the Manager must take the date income is actually received into account in making a determination of late payment, if Tenant relies on government payments as a sole source of income.

#### 2. Notice of Rent Adjustment

- (a) When MHA increases the amount of the rent, MHA shall provide written notice to the Tenant no less than 30 days prior to the effective date of the increase.
- (b) If rent decreases, MHA will reduce the rent on the first of the month after the circumstances leading to the decrease are reported by the Tenant, but not until the circumstances are verified.

#### 3. Charges in Addition to Rent

- (a) In addition to rent, the Tenant is responsible for the payment of other charges. The notice of charge(s) shall advise the Tenant that he/she has the right to an explanation of the charge(s) and that disputes concerning charges may be resolved through the Grievance Procedures.
- (b) Charges in addition to rent are due on the first day of the month after the charge is incurred if a

minimum of 14 days' notice has been given. Tenant may be given an opportunity to enter into a reasonable payment arrangement based upon Tenant's adjusted income and payment history.

- (c) **Failure to pay charges in addition to rent when due is a serious lease violation and grounds for lease termination. Payments received will first apply to the oldest balance on the account, before any current charges are credited (including charges for rent).**
- (d) Charges in addition to rent can include but are not limited to:
1. **Excess Utility Charges:** An excess utility charge will be assessed to the tenant whose utility usage is above the utility allowance.
  2. **Maintenance costs.** The Tenant will be charged for services or repairs due to intentional, careless or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Tenant, Tenant family, Tenant's pet(s), or guests. Tenant will also be charged for services or repairs requested by Tenant that are not related to normal wear and tear on the unit. When such charges occur, Tenant shall be charged for such service, in accordance with the actual cost to MHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
  3. **Insufficient Funds Charge:** A fee of the greater of \$25 or the amount charged by the bank will be charged to the Tenant for any check to MHA written by a Tenant that is returned for insufficient funds. In addition, no personal checks will be accepted from a Tenant who writes an NSF check. All future payments must be made by cashier's check or money order.
  4. **Late Fees:** A onetime monthly charge of \$10 after the day specified in Part 2, Section 1(f) of this Lease will be due and payable for all rent not paid in a timely manner.
  5. **Casualty:** Charges will also be assessed to the Tenant to pay for damages caused by fire, smoke, and other related charges that are a result of negligence on the part of the Tenant, Household Member(s) of the Tenant or guests of the Tenant as determined by the Fire Department or the MHA. Such fire, smoke, water used to extinguish fire and other related charges shall be calculated in the amount of the replacement cost, actual cost or the deductible amount on the Landlord's fire insurance, if any, whichever is less. Such charges must be paid within sixty (60) days from the date in which the charges are incurred by the Landlord. The Tenant may be given the option of entering into a reasonable payment agreement for said charges. Failure to pay such charges by the due date or in accordance with such payment agreement shall be considered a breach and grounds for termination of this Lease.
  6. **Reasonable Accommodations:** In levying charges in addition to rent, the Agency shall grant reasonable accommodation, at no charge to Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary because of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.

#### 4. Payment Location

Rent and other charges shall be paid in the management office. All payments must be made by check, cashier's check or money order. No cash will be accepted for any amounts due to MHA. Rent and other charges can also be mailed to: Metropolitan Housing Alliance, Dept. 1913, P.O. Box 2153, Birmingham, AL 35287-0002. This address is subject to change. Tenants who have submitted a check that is returned for insufficient funds may be required to make all future payments by cashier's check or money order.

Tenants also have the option of enrolling in a direct monthly withdrawal program from a savings or checking account of their choice. Tenants who enroll in a direct withdrawal program will have balances owed debited from their account on the fifth day of the month, but if the fifth falls on a weekend or holiday, the debit will take place on the next business day.

#### 5. Security Deposit

- (a) Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. **No Partial Security Deposits Will Be Accepted** [966.3 (b) (5)]

- (b) If Tenant wishes to have a pet, Tenant agrees to pay a refundable pet deposit and a non-refundable pet fee upon receiving permission to have a pet in the unit. The amounts and purposes of the deposit and fee are described in the Pet Policy. Assistive animals required by Tenant's with disabilities are not considered pets and do not require a pet deposit or pet fee.
- (c) If Tenant is transferred to another unit, Tenant will not be required to pay an additional or increased security deposit or pet deposit, although Tenant will be required to pay in full all amounts for damages to the original unit beyond reasonable wear and tear.
- (d) MHA will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or charges that are due; and,
  - 2. To reimburse MHA for the cost of repairing any damages caused by the Tenant, Tenant family, Tenant's pet(s), or guests, beyond reasonable wear and tear.
- (e) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the unit. No refund of the Security Deposit shall be made until the Tenant has vacated the unit and Management has inspected the unit to determine whether maintenance charges will be made.
- (f) After any deductions are made, MHA shall mail to the forwarding address provided by Tenant, within 30 days of Tenant vacating, a statement of the damages allegedly caused to the premises and cost of repair, and any remaining Security Deposit.

**6. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility**

- (a) Annual Re-examinations: The components of the mandatory annual re-examination are as follows:
  - 1. The status of each family shall be re-examined at least once each year unless the family claims zero income, in which case the family's income will be reexamined every 120 days. Families who have chosen Flat Rent will have their incomes re-examined every three years, but are still required to have their unit size and family composition re-examined annually.
  - 2. Tenant must supply MHA with accurate written information about family composition, citizenship and/or immigration status and age of family members, amount and source of income of all Tenant family members, assets and related information necessary to determine eligibility for continued occupancy, annual income, adjusted income, rent, any criminal activity by household members and appropriateness of dwelling size.
  - 3. All adult members of the household and Live-in Aides, if any, must be present during the reexamination meeting to sign releases for required documentation.
  - 4. Tenant agrees to comply with reasonable MHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by MHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.
  - 5. Tenant agrees and gives permission to MHA to conduct a criminal background check on Tenant and all Household Members who are 18 years of age or older and all emancipated minors in the household at least once each year. Criminal conduct may subject Tenant and Household Members to eviction if any Tenant/household member is found in violation of Part 2, Section 11 of this Lease.
  - 6. After Tenant or a family/household member has been admitted and/or executed this Lease, if MHA becomes aware, through a criminal background check, that Tenant or a family/household member was not eligible for admission into the MHA Public Housing Program at the time of admittance, this Lease shall be terminated.

7. **Failure to supply requested information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the Lease.**
8. During the annual re-examination, Tenants will be given the choice between paying:
  - a. rent based on income; or
  - b. a flat rent based on the value of the dwelling unit.
9. MHA shall notify each family in writing of the dollar amount of these two rent amounts.
10. To comply with Annual Re-examination requirements, MHA shall give Tenant reasonable notice of what action(s) Tenant must take and the date by which any such action must be taken for compliance under this section.
11. In accordance with Federal and state law, MHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income.
12. MHA will not reduce any portion of rent if the public assistance benefits of a covered family are reduced when the welfare department verifies:
  - a. any failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, or
  - b. welfare fraud.
  - c. In either of the cases under this section, Tenant's monthly contribution toward rent may not be decreased during the period of reduction, as a result of the benefits reduction.
  - d. If Tenant challenges the welfare program grant reduction, the requirements of paragraph 12 shall not take effect until the results of the challenge are known.
13. **Failure to comply with annual re-examination requirements or misrepresentation of income or qualification for deductions is a serious lease violation and grounds for lease termination.**

(b) Interim Re-examinations: The components of interim re-examinations are as follows:

1. Between annual re-examinations, all changes in household composition must be reported. Certain changes require advance approval by MHA. **Tenants must report the following changes of household composition to the Property Manager within ten (10) calendar days of the occurrence:**
  - a. Birth or adoption of children and Court-awarded custody of children.
  - b. Other additions to the household require written approval by MHA **before** the changes of household composition are made. See section 12 of this lease for details.
2. **Failure to obtain advance permission to allow other persons to move into the dwelling unit is a serious lease violation and grounds for lease termination.**
3. In accordance with Federal and state law, MHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income. Tenants must report timely in accordance with Section 5(c) (1), in order to ensure full benefit of income disallowance.
4. MHA will process an interim reduction in rent if Tenant has a decrease in income or change in household composition or circumstances that will last 30 days or longer.
5. Between annual re-examinations Tenant may be switched from a flat rent to an income-based rent upon a showing of financial hardship.
6. MHA will grant a hardship exemption to a qualifying Tenant who is paying the minimum rent or the flat rent.
7. **Tenant paying flat rent or minimum rent must request the hardship exemption** The following circumstances would constitute a hardship for Minimum or Flat rent payers:
  - a. Tenant experiences a loss income that will last more than 30 days;
  - b. The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State or local assistance program;
  - c. A person with income leaves Tenant's family;
  - d. There is a death in Tenant's family;
  - e. Tenant would be evicted because of being unable to pay either the Flat Rent or the Minimum Rent;

8. Minimum rent payers will be granted an automatic 90 day exemption period. MHA will verify Tenant's hardship claim and, if Tenant does not qualify for a hardship exemption, MHA will reinstate the Minimum Rent, retroactive to the date the exemption was granted. MHA will enter into a Repayment Agreement for any rent not paid during the 90 day period. When the hardship is verified, Tenant's rent will be based on the greatest of 30 percent of adjusted monthly income or 10 percent of monthly income.
  9. Flat rent payers who qualify for the hardship exemption will be required to provide necessary documentation of income and deductions so that MHA can compute an accurate income-based rent.
  10. If Tenant (other than a Flat or Minimum Rent payer) is granted a reduction in rent between annual re-examinations, Tenant is then subject to an Interim increase in rent if Tenant's income increases.
  11. MHA will process an interim increase in rent if Tenant receives MHA's permission to add an adult member with income to the lease;
  12. MHA will process an interim increase in rent if Tenant's earned or unearned income increases by more than \$200 per month.
  13. MHA will process an interim increase in rent if the MHA discovers that Tenant has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information is also grounds for Lease termination in accordance with Section 15 of this Lease.
  14. MHA will process an interim increase in rent if MHA verifies that a Tenant claiming zero income has either monetary or non-monetary income.
- (c) Effective Dates of Rent Changes:

Timely Reporting (Within 10 calendar days of the occurrence)

1. Decreases – 1st day of the month after the decrease in income is first reported to the Property Manager and verified by third party.
2. Increases – 1<sup>st</sup> day of the second month following the increase in income.

Late Reporting (After 10 calendar days of the occurrence)

3. Decreases - Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the Property Manager. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
4. Increases - Tenant will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported. (d) Retroactive rent charges will be applied only if it is found that Tenant has misrepresented the facts on which the rent is based so that the rent Tenant is paying is less than the rent Tenant should have been charged; or is late in reporting in accordance with Section 5(c) of this Lease. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.

(d) Notice of Rent Adjustments and Grievance Rights:

Tenant will be notified in writing of any rent adjustment due to annual or interim re-examinations. All notices will state the effective date of the rent adjustment. Tenant may ask for an explanation stating the specific grounds of the MHA determination concerning rent, dwelling size or eligibility, and if Tenant does not agree with the determination, Tenant shall have the right to request a hearing under the MHA Grievance Procedures.

**7. Utilities and Appliances**

- (a) MHA-supplied utilities: If indicated by an (X) in paragraph 10(a) of Part 1 of this Lease, MHA will supply the indicated utility (electricity, gas, water, sewer service, or trash collection). Tenant will pay directly for all other utilities. The Agency will not be liable for any disruptions in service or failures of the utility service provided by the Agency. Utilities shall be used for normal household purposes only. Tenant agrees not to waste any utilities provided by the Agency and to comply with all applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels.

- (b) At some developments where MHA provides utilities, the utilities are check metered at Tenant's unit. In these situations, each Tenant is provided a consumption allowance (in kilowatt hours for electricity and in thousand cubic feet for natural gas). Tenants who exceed the consumption allowance will be billed for excess consumption at the rate paid by MHA to the utility provider.
- (c) MHA-supplied appliances: Unless indicated by an (X) in paragraph 10(c) of Part 1 of this Lease, the Agency will provide a cooking range, refrigerator, and, in certain developments, a washer and dryer. Other major electrical appliances: satellite dish, etc. may be installed and operated only with the advance written approval of MHA. All appliances must be professionally installed by an Agency-approved contractor or by MHA maintenance personnel for a reasonable fee.
- (d) Tenant-paid utilities: If Tenant resides in a development where MHA does not supply electricity, gas, water, sewer service or trash collection, MHA shall establish a monthly dollar amount as an Allowance for Tenant Supplied Utilities. The amount shall be appropriate for the size and type of dwelling unit occupied by the Tenant. The Total Tenant Payment less the Utility Allowance equals Tenant Rent. If the Allowance for Utilities exceed the Total Tenant Payment, the Agency will pay a monthly Utility Reimbursement to Tenant or the utility supplier each month. Tenants who choose Flat Rents (not income-based rents) receive no utility allowance.
- (e) The Agency may change the Utility Allowance at any time during the term of the lease and shall give Tenant 60 days' written notice of the revised Utility Allowance, along with any changes in Tenant Rent or Utility Reimbursement.
- (f) Tenant is responsible for paying the utility bill, related deposits and charges, if applicable. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.
- (g) Tenant will not allow utilities to be disconnected by any means (including by the utility supplier for non-payment) until the end of the lease term.
- (h) When Tenant pays for utilities directly, failure to make timely payments to the utility supplier is a serious lease violation and grounds for lease termination.

**8. General Conditions For Use and Occupancy of the Dwelling Unit**

- (a) The dwelling unit shall be the sole domicile of Tenant's Household.
- (b) Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other authorized Tenant family/household members named in Part I of this lease. Tenant shall neither assign the Lease, nor sublease the dwelling unit.
- (c) The dwelling unit must be used only as a private residence, solely for Tenant and Tenant's family members named on the Lease.
- (d) MHA may, by prior written approval, consent to Tenant's use of the dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- (e) If during the term of the lease, Tenant, by reason of physical or mental impairment, is unable to comply with the material provisions of this lease and Tenant cannot make arrangements for someone to aid him/her in complying with the lease, and the Agency has complied with all applicable statutes, laws and regulations that would enable Tenant to comply with the lease, Agency will assist Tenant, or a designated member of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Agency will work with appropriate agencies to secure suitable housing and will terminate this lease in accordance with Section 18 of the lease.
- (f) Tenant must register guests who will stay in the unit overnight. Tenant shall have the right to accommodate overnight guests or visitors for a period not exceeding 14 calendar days per guest in any twelve-month period. If Tenant wishes any guest to remain longer than 14 calendar days in any twelve-month period, Tenant must submit a written request to the Property Manager asking for permission to extend the time period.
- (g) MHA will not use guest registration information to run criminal history checks on adult guests unless MHA has reason to believe the guest is actually living at the property or the guest is causing trouble on the property as evinced by complaints from other Tenants or law enforcement personnel.
- (h) **Failure to register guests or to obtain Agency permission for visits longer than 14 days in a calendar year is a serious lease violation and grounds for lease termination.**

## 9. Housing Transfers

Tenant can be relocated to another unit in the same or a different development under MHA's transfer policy. Transfers are divided into 5 categories:

(a) Emergency transfers are mandatory transfers that are implemented when unit or building conditions pose an immediate threat to Tenant life, health, or safety (examples: fire, flood, lack of heat) or administrative transfers to resolve problems of a life-threatening nature that are not related to building or unit as determined either by MHA or in a legal proceeding. Tenant shall receive prior written notice, to the extent practicable. However, MHA will not provide prior written notice in situations where MHA has little or no warning of the condition or situation that results in an emergency.

(b) Administrative transfers are mandatory transfers initiated by MHA. These include:

1. Priority 1: Mandatory administrative transfers to permit MHA to renovate, modernize, revitalize, demolish or dispose of a public housing property;

Priority 2: Voluntary reasonable accommodation administrative transfers to move Tenants with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current units, or mandatory transfers of Tenants without disabilities out of a unit with accessible features to permit a Tenant with disabilities to occupy the unit. 24 CFR § 8.27(1)

Priority 3: Mandatory transfers to move families out of units that are too large or too small for the families. Families in units that are too large shall be transferred before families in units that are too small.

Priority 4: Voluntary transfers of families that have enrolled in FSS to FSS properties.

(c) Tenant-Incentive transfers are non-mandatory transfers available to lease-compliant Tenants that have resided in a development for at least one year and would like to transfer to another unit in the same or different development.

(d) Prior to a transfer to another unit or development, Tenants shall receive a minimum of 30 days written notice, or longer as provided in the Admissions and Occupancy Policy. Exceptions may be made, such as when the transfer is in response to problems of a life threatening nature; threat of attack by criminal elements; documented domestic violence; and witness protection orders.

(e) Under the Emergency and Administrative Transfer category, Tenants are required to transfer to another unit. The exception to this section is that Tenants with disabilities may decline reasonable accommodation transfers after signing a release acknowledging the transfer offer.

(f) Costs for Priority 1 Administrative transfers to move a Tenant with a disability to a more suitable unit, or a Tenant without a disability out of an accessible unit, or to permit modernization, rehabilitation, demolition, disposition or revitalization shall be paid by MHA. MHA shall also pay for the costs of emergency transfers when the emergency is due to unit conditions beyond the control of the Tenant.

(g) Tenant must bear the cost of transfers for over-housed or over-crowded families and Tenant-incentive transfers.

(h) Involuntary transfers are subject to the Grievance Procedure and no transfers may be made until the time to request a grievance has expired or the procedure has been completed.

(i) **Failure by Tenant to comply with a mandatory transfer is grounds for Lease termination.**

## 10. MHA Obligations

MHA is Obligated:

(a) To refrain from discrimination based upon race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity and/or familial status.

(b) To maintain the dwelling unit, common areas and grounds not otherwise assigned to Tenant for maintenance in a decent, safe, and sanitary condition.

(c) To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.

- (d) To make necessary repairs to the dwelling unit.
- (e) To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (stove and refrigerator), including elevators supplied or required to be supplied by MHA. In multi-story buildings, MHA agrees to keep the stairwells clean and free of debris.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Tenant) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by Tenant in accordance with Section 11 of this Lease. To supply running water and reasonable amounts of hot and cold water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
- (g) To notify Tenant of the specific grounds for any proposed adverse action by MHA, and when applicable, to give Tenant an opportunity for a hearing under the MHA Grievance Procedures.
- (h) To post in the MHA management offices copies of all rules, regulations, schedules of charges and other documents that are part of this agreement and to make these available to Tenant.
- (i) To inspect the Premises with Tenant or his/her representative before Tenant moves in and to give Tenant a written statement of the condition of the Premises and the equipment therein at move-in and periodic inspections thereafter; and to inspect the Premises when Tenant moves out and give Tenant a written statement of charges, if any, for repairs beyond normal wear and tear. Tenant may join in any inspection of the Premises to the extent practical.
- (j) Accommodations for Tenants with Disabilities. Upon request by a Tenant with disabilities, or the head of the household on behalf of a family member with disabilities, MHA will provide reasonable accommodations. MHA may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. MHA is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.
- (k) To provide units with accessible or adaptable features either by rehabilitation or through the redevelopment process or an Administrative transfer.
- (l) To provide adequate briefing and explanation of the Lease provisions either before move-in or at the time of move-in. To enforce the terms of this Lease fairly, impartially, and in good faith.

## 11. Tenant's Obligations

**Failure by Tenant to comply with these Tenant Obligations is grounds for termination of this Lease.** Tenants, their family members, guests and other persons under the control of Tenant are obligated:

- (a) Not to assign this lease, sublease the unit, or provide accommodation to roomers, boarders, or lodgers; Not to permit adult guests to stay in the unit overnight without registering the guest with MHA; Not to give accommodation to long-term guests without the express written consent of MHA; Not to permit the use of the unit as a mailing address for persons other than those listed on Part 1 of this lease; To notify the MHA of any additions to the household by birth, adoption, a kinship care arrangement, or Court-awarded custody; and to refrain from permitting other persons to join the household without first undergoing screening by the MHA.
- (b) To maintain the dwelling unit in a manner that complies with all obligations imposed upon the Tenant by applicable provisions of the building, housing, fire and health codes materially affecting health and safety, and to allow MHA to make necessary inspections of Tenant's dwelling unit; To

maintain the premises assigned to Tenant in a clean and safe condition that does not contribute to vermin infestation or other health or safety hazards; To refrain from and to cause authorized Tenant members, guests and other persons under the control of Tenant to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, common areas or development.

- (c) To keep such areas outside the dwelling unit that may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition; to maintain the yards assigned to him/her in a neat and orderly manner; and to pick up and remove trash assigned to his/her unit. Upon written approval by MHA's 504/ADA Coordinator, as a reasonable accommodation, Tenants with disabilities shall be exempt from this obligation.
- (d) Not to obstruct sidewalks, areaways, galleries, passages, elevators, or stairs and not to use these areas for purposes other than coming into and going out of the dwelling unit.
- (e) Not to dispose of litter on the grounds of the property and to cause Tenant's household members, guests and other persons under Tenant's control to refrain from littering.
- (f) To refrain from placing signs of any type in or about the dwelling unit except those specifically approved by the Agency.
- (g) Tenants living in scattered site units must comply with all applicable deed restrictions established by the applicable Neighborhood Association. The deed restrictions are incorporated herein and made a part of this lease. Violation of a deed restriction shall put Tenant in default of this lease and the MHA may terminate the lease.
- (h) Not to disconnect, disable or remove the batteries from any smoke detector and to replace batteries when needed.
- (i) To notify MHA promptly upon observing vermin or when repairs are needed to the premises.
- (j) To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances including elevators.
- (k) To pay reasonable charges for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by Tenant, household members, guests or other persons under Tenant's control.
- (l) To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner.
- (m) To make no alterations or repairs or redecoration to the interior of the dwelling unit, including nails, screws, brackets, or fasteners on any part of the dwelling unit (except for a reasonable number of picture hangers), nor to install additional equipment or major appliances, including air conditioners, without written consent of MHA. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of MHA without compensation.
- (n) To make no changes to locks or install new locks or anti-theft devices without MHA's written approval.
- (o) To refrain from having a waterbed on the premises.
- (p) To abide by the necessary and reasonable regulations and house rules established by the MHA, for the benefit and wellbeing of the housing development and Tenants, which shall be posted in the management office and incorporated by reference in the Lease. Tenant is encouraged to familiarize himself/herself with these rules and regulations. **Violations of MHA regulations and house rules constitutes a violation of the lease and may result in lease termination.**
- (q) To refrain from use of alcoholic beverages in the common areas of the development, and to refrain from breaking glass containers in the common areas of the development.
- (r) To act and cause authorized Tenant members, guests and other persons under Tenant's control to act, in a manner that will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other persons.
- (s) To refrain from inviting on to the Premises anyone, who (a) has been issued a trespass warning, (b) has been evicted from a MHA unit or terminated from the MHA Voucher program, or (c) has engaged in criminal activity or other activity that adversely affects the health, safety, and/or peaceful enjoyment of the development by other persons.

- (t) To refrain from and cause Tenant, family/household members, guests and other persons under Tenant's control to refrain from any drug-related or violent criminal activity or other activity that threatens others, including but not limited to:
1. Engaging in any activity, including physical and verbal assaults, that threatens the health, safety or right to peaceful enjoyment of MHA's premises by other Tenants or their guests, MHA employees, agents of MHA, or other persons. .;
  2. Engaging in any violent criminal activity or other activity that threatens the life, health or property of other Tenants or their guests, MHA employees, or other persons. .Engaging in any drug-related criminal activity on or off MHA premises; for purposes of the Lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance.
  3. A criminal conviction is not needed to demonstrate serious violations of the Lease.
  4. **If Tenant, household members, guests or other persons under Tenant's control have been convicted of manufacture or production of methamphetamines on the premises of any federally assisted housing, the lease shall be terminated immediately.**
  5. **If Tenant, household members, guests or other persons under Tenant's control are subject to a lifetime registration requirement under State Sex Offender registration laws, the lease shall be terminated immediately.**
  6. Unless required by lawful employment, displaying anywhere on MHA property any legal firearms (operable or inoperable) or other weapons. Tenants who own legal firearms in compliance with State and local laws may store them in MHA units so long as firearms are registered with MHA and are stored either in a locked cabinet or use locking trigger guards to prevent accidental injury to a child.
  7. Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw, or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this lease, a "deadly weapon" means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm, knife or knuckles as those terms are defined in Section 46.01 of the Revised Arkansas Penal code. This also prohibits the use of any BB gun or pellet guns on MHA property; and
  8. Owning or possessing illegal weapons on MHA property;
- (u) Causing any fire on MHA premises, either intentionally or through negligence or careless disregard.
- (v) To keep dogs, cats, or other common household animals on the premises, only in accordance with MHA's Pet Policy. The Pet Policy requires MHA's prior written consent and approval of a pet application, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any Tenant. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those related to pet health, refraining from disturbing neighbors, and hygiene. **Violations of the Pet Policy may result in lease termination action. Assistive animals verified to be needed by persons with disabilities are not considered pets.**
- (w) To ensure that authorized Tenants between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance the anti-truancy statutes of the State of Arkansas, and to ensure that minor children do not violate the Curfew Policy.
- (x) To comply with the MHA's Community Service requirements as stated in Section 25 of this Lease.
- (y) To transfer to another unit when required under the Emergency and/or Administrative Transfer procedures.

## 12. Changes in the Household

- (a) Children born to or adopted by family members listed on the lease and children whose custody is awarded to the family by a Court will automatically be added to the Lease upon notification by

Tenant to MHA. When the addition of a child or children overcrowds the unit in which Tenant is residing, Tenant will be placed on the transfer waiting list for a move to an appropriately larger unit.

- (b) All other additions to the household, including but not limited to foster children, foster adults, and Live-in Aides require the prior written approval of MHA. For new family members age 15 and older, such approval will be granted only if the new family member meets MHA's applicant screening criteria and the addition of the new family member does not overcrowd the unit.
- (c) Prior approval to add a Live-in Aide is required and shall not be unreasonably refused. A Live-in Aide is a person who resides with Tenant with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of Tenant, is not obligated for the support of Tenant, and who would not be living in the dwelling unit except to provide the required supportive services. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size. Live-in Aides have no rights as remaining family members. An individual who is already a member of the family will not be approved as a Live-in Aide since such an individual cannot meet the Federal regulatory standard of one "who would not be living in the dwelling unit except to provide the required services".
- (d) MHA shall approve or disapprove a Tenant's request to allow a person to move into the dwelling unit within 30 **business** days of receipt of the written request. This time period can be extended if there is a delay beyond the control of MHA or Tenant. If MHA makes no decision within the time period, or any extensions, set forth in this subparagraph, then Tenant's request shall be deemed approved.
- (e) Authorized Tenants or family members who move out of the dwelling unit, for any reason, shall be reported by Tenant to MHA in writing, within 10 days of the occurrence.
- (f) Remaining family members. If the head of household dies or leaves the unit for any reason, continued occupancy by remaining household members is permissible only if there is one or more household members on the Lease and living in the household who passes screening and is 18 years of age or older or an emancipated minor. Eviction proceedings can be commenced if
  1. The remaining household members fail to inform MHA within 10 days of the death or departure of the former head of household;
  2. There is no family member qualified to sign a new lease, or
    - i. after the remaining family member's approval to assume the lease obligations, her/she fails to sign a new Lease within 30 days and/or
    - ii. The only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations.
    - iii. The family fails to notify the MHA of any additions to the household by birth, adoption or Court-awarded custody and to refrain from permitting other persons to join the household without first undergoing screening by the MHA, except as provided in Section 12(b).
- (g) MHA may permit an adult not on the Lease to join the household as a new head of household. In giving approval for such an arrangement, MHA will consider whether there is any remaining member capable of executing a Lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must meet MHA's applicant screening criteria. A new head of the household added to the Lease under the above paragraph(s) f. and g. will be charged for any arrearages incurred by the former head of household. MHA reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.
- (h) If this Lease is an extension of occupancy by Tenant's household under a prior Lease or Leases with MHA, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

### **13. Entry of Premises During Tenancy**

- (a) Upon applicable and/or reasonable notice, any employee, or contractor of MHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.

- (b) When Tenant calls to request maintenance on the dwelling unit, MHA shall acknowledge receipt of the request within 24 hours. A request for maintenance constitutes permission for MHA to enter the unit and perform the maintenance. If Tenant is not at home when MHA performs requested maintenance, MHA shall leave a copy of completed work order in the unit.
- (c) For reasons other than emergencies or requested maintenance, MHA shall give all Tenants a minimum 48 hours' written notice that MHA intends to enter the dwelling unit and state the reason for entry. Tenants with disabilities will be provided notice in the formats they request.
- (d) MHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the safety and/or welfare of Tenants and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- (e) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, MHA shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.

#### **14. Defects Hazardous to Life, Health or Safety**

If the dwelling unit is damaged so that conditions are created that are hazardous to the life, health or safety of the occupants, the following terms will be applicable:

- (a) MHA Responsibilities and Services: MHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, family members, Tenant's pet(s), guests, or other person under Tenant's control, the reasonable cost of the repairs shall be charged to Tenant. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.
- (b) If necessary repairs cannot be made within a reasonable time, MHA shall offer Tenant decent, safe and sanitary alternative accommodations.
- (c) If repairs cannot be made by MHA within a reasonable amount of time, and decent, safe and sanitary alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The abatement will remain in effect until the damage is corrected.
- (d) No abatement of rent shall occur if Tenant rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by Tenant, family members, Tenant's pet(s), guests, or other person under Tenant's control.
- (e) If Tenant's dwelling unit is uninhabitable or is hazardous to life, health and safety, and a decent and sanitary alternative accommodation containing no hazardous defects is offered and refused, and Tenant refuses to leave the unit until it is repaired, Tenant's lease may be terminated.
- (f) Tenant Responsibilities: Tenant shall immediately notify the Property Manager of the damage when the damage is hazardous to life, health or safety of the occupants.
- (g) Tenant agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- (h) MHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to Tenant except for injuries or property damage resulting from intentional or negligent action or omissions on the part of MHA, the MHA's representatives or agents.
- (i) All accidents involving injury or loss of property to Tenant authorized members, Tenant's pet(s) or guests must be reported, in writing, to the Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the MHA with respect to said damages or injury.

#### **15. Inspections**

- (a) Move in Inspections: MHA and Tenant or his/her representative shall inspect the dwelling unit before occupancy. MHA may photograph the unit at the move-in inspection or at any subsequent inspection. MHA shall give Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by MHA and Tenant or his/her representative and a copy of the statement will be retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by

MHA at no charge to Tenant prior to move-in or within ten (10) business days after move-in, provided the defect does not render the unit uninhabitable. If MHA fails to correct the deficiencies within ten (10) business days of the move-in, Tenant may exercise the remedy described in Section 14(c).

- (b) Annual Inspections. An annual inspection will be conducted for all Tenants. Tenants will be notified at least 48 hours in advance of the annual inspection. At least one inspection shall be conducted of all occupied units, structures and systems using the Uniform Property Condition Survey (UPCS).
- (c) Besides the UPCS inspection, MHA shall conduct at least one housekeeping inspection each year to check the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. MHA will provide Tenant with a written statement regarding dwelling unit conditions. Further, MHA shall request work orders for all items found to be in disrepair.
- (d) MHA will use the annual housekeeping inspection to assess Tenant's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with this Lease. When housekeeping is a problem, MHA will notify Tenant in writing of the housekeeping problems and identify the measures and time period provided to abate unsatisfactory conditions.
- (e) Interim Inspections: MHA will conduct interim inspections to follow up to any housekeeping problems found during the annual inspections. Tenants notified in writing of housekeeping problems will receive interim inspections to measure corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.
- (f) Move-out Inspection: MHA will inspect the dwelling unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. In order to protect Tenant's rights, Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to MHA.
- (g) All Inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.
- (h) **Failure to permit inspection of the dwelling unit is a serious lease violation and grounds for lease termination.**

**16. Parking and Motor Vehicles: Tenant agrees:**

- (a) To refrain from parking any vehicles in any right-of-way or fire lane, on lawns or other MHA property not designated for parking purposes.
- (b) To refrain from sitting in parked vehicles.
- (b) **Not to drive on MHA property unless Tenant has a current drivers license.**
- (c) **To bring onto MHA property only vehicles that are insured and registered through the Arkansas Bureau of Motor Vehicles.**
- (d) **To register all vehicles driven by Tenant with the manager and display the parking decal if applicable at Tenant's property.**
- (e) **To park in Tenant parking spaces only (not visitor spaces, if any).**
- (f) **Not to bring any vehicle onto MHA property unless Tenant has registered with manager the make, model, color, year, license number, and state of registration of the vehicle to be parked.**
- (g) **To remove any inoperable or unlicensed vehicle as described above. If not removed by Tenant, these vehicles will be removed from MHA property at Tenant's expense.**
- (h) **Not to carry out automobile repairs on MHA property**

**17. Notice Procedures**

- (a) Tenant Responsibility - Any notice to MHA must be in writing, delivered to the Management Office or to MHA's central office personally or sent prepaid first-class mail, properly addressed.
- (b) MHA Responsibility - All notices to Tenants must be in writing, except notices to Tenants with disabilities, which must be in the accessible format requested by Tenant. Notices will also be available in Spanish or other languages as needed.

- (c) Notices for lease termination or non-renewal must be personally served upon Tenant or upon any adult member of the household residing in the dwelling unit or sent by regular mail. If no one is in actual possession of the premises, the notice of termination may be posted on the premises. An adult is a person 16 years of age or older or an emancipated minor who is head of household.
- (d) Notices, other than notices for lease termination or non-renewal, may be delivered by hand to Tenant or any adult member of the Tenant's household or sent by first-class mail.
- (e) Unopened, cancelled first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

#### **18. Termination of the Lease**

For termination of the Lease, the following procedures shall be followed by MHA and Tenant:

- (a) Tenant may terminate this Lease at any time by giving 30 days' written notice. Failure to give the said notice to management may result in additional rent being charged to the Tenant's account: Tenant is responsible for the final month's rent until the vacate date. Tenant shall leave the unit and all other areas assigned to him/her for maintenance in clean condition except for normal wear and tear and shall return the keys to MHA before leaving. The security deposit may not be used for the rent or other charges. If Tenant fails to give 30 day notice, MHA may charge the Tenant 14 days' rent from the date MHA learns the unit is vacant.
- (b) Tenant may cancel this Lease and vacate the Premises without liability for further rent by showing a court order protecting Tenant against family violence from an occupant of the Premises. MHA is prohibited from collecting rent or enforcing this Lease if Tenant's grounds for canceling this Lease and vacating the premises are instances of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by the Violence Against Women Act VAWA 42 U.S.C. 13925
- (c) Tenant may cancel this Lease and vacate the Premises without liability for further rent if Tenant joins the military after signing this Lease or is in the military and receives orders for a permanent change of station or to deploy for more than 90 days.
- (d) MHA may terminate this lease only for serious or repeated violations of material terms of the Lease, or for other good cause. Examples of behavior for which the lease can be terminated include, but are not limited to, failure to make payments due under the Lease, or failure to make payments to a utility supplier when the utility connection is in Tenant's name, and/or failure to fulfill Tenant obligations set forth above. A Tenant who submits a late rental payment three times within a twelve month period will be subject to termination of the lease.
- (e) If, after execution of this Lease MHA becomes aware through a criminal background check that the Tenant or a family/household member has been involved in criminal conduct, in violation of Part 2, Section 11, while under a prior MHA Lease Agreement, this Lease shall be terminated.
- (f) **The Lease will also be terminated if:**
  1. Tenant fails to provide complete and accurate information about income, deductions from income, family composition, family circumstances or past criminal activity when requested to do so by MHA;
  2. Tenant permits an adult to reside in the unit who has not satisfied the screening requirements established by MHA;
  3. Tenant violates MHA's requirements related to registering visitors;
  4. Tenant falsifies documents regarding any family member's use of an illegal controlled substance or abuse of alcohol;
  5. Tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he flees, or for violating a condition of probation or parole imposed by Federal or State law;
  6. There is any criminal activity engaged in by the Tenant, any member of the household, a guest, or another person under Tenant's control that threatens the health, safety or

right of peaceful enjoyment of the premises by other Tenants, MHA employees, or persons residing in the immediate vicinity of the premises; or

7. There is any drug-related criminal activity on or off the premises engaged in by Tenant, any member of the household, a guest, or another person under Tenant's control.

The MHA will not be required to prove that Tenant knew, or should have known, that the member of the household, guest, or another person under Tenant's control was engaged in the prohibited activity. However, Tenant may raise as a defense that Tenant did not know, nor should have known, of said criminal activity. Such a defense must be proven by the Tenant by the preponderance of the evidence.

- (g) In deciding to evict for criminal activity, MHA may consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, MHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. MHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.
- (h) MHA will not evict Tenant for criminal activity when Tenant is verified to be the victim of domestic violence, dating violence or stalking unless the criminal activity in which Tenant is participating is unrelated to the domestic violence, dating violence or stalking. If the abuser is verified to be a family member, Tenant must remove the abuser from the lease in order to remain in the unit. Nothing in this lease can be construed to limit the authority of Agency to terminate the tenancy of any Tenant when that Tenant's presence can be demonstrated to be an actual and imminent threat to other Tenants, staff or those providing service to the property.
- (i) This Lease may be terminated or will not be renewed by MHA if non-exempt adult members of the Tenant Family are not in Compliance with the Community Service requirements described in Section 25.
- (j) MHA shall give written notice of lease termination in English or Spanish or other language as needed or, in the case of a Tenant with a disability, in an accessible format, of:
- 1) Fourteen (14) days in the case of failure to pay rent;
  - 2) Three (3) days when the health or safety of other Tenants, MHA employees, or persons residing in the vicinity of the premises is threatened, or for any drug-related or violent criminal activity, or for possession or display of illegal firearms, as described in Section 11(t). A criminal conviction is not needed;
  - 3) Thirty (30) days in any other case.
- (k) The Notice of Lease termination shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Agency documents directly relevant to the termination. In addition, when the Agency is required to offer Tenant an opportunity for a grievance hearing, the notice shall inform Tenant of the right to request such a hearing in accordance with the MHA Grievance Procedure. Notice to Vacate may be combined with or run concurrently with the Notice of Lease Termination.
- (l) When MHA is required to offer Tenant the opportunity for a grievance hearing, and Tenant has made a timely request for a grievance hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the grievance process has been completed.
- (m) MHA excludes from the MHA Grievance Procedures lease enforcement actions related to any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, MHA employees, or agents of MHA, or persons residing in the immediate vicinity. MHA also excludes from the MHA Grievance Procedures lease terminations related to any drug-related criminal activity on or off premises. In lease terminations for these violations, the Notice of Lease Termination shall state that Tenant is not entitled to a Grievance hearing and shall specify the judicial eviction procedure to be used by the Agency. HUD has determined that this eviction procedure provides the opportunity for a hearing in a Court that contains the basic elements of due process.

- (n) Tenant or MHA may give notice of termination on any day of the month.
- (o) MHA may evict Tenant from the dwelling unit **only** by bringing a court action.
- (p) If MHA files an eviction action against Tenant, Tenant will be liable for all legal fees including, costs of court, cost of a writ of possession if one is filed, and costs awarded by the Court, including Attorney's fees, unless Tenant prevails in the action.
- (q) MHA may continue to accept rent or other sums after the giving of a notice to vacate or the filing a suit for eviction. This acceptance of sums does not waive MHA's right of eviction or any other contractual or statutory right. The accepting of money, at any time, does not waive MHA's right to damages, past rent, future rent, other sums, or to continue with any court proceeding.
- (r) **This lease shall terminate upon abandonment of the premises by Tenant.** No court action will be required to obtain possession of the premises.

#### **19. Grievance Procedure and Requirements**

- (a) Disputes arising under this Lease shall be resolved pursuant to the MHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference. Lease termination for any reason set forth in Part 2, Section 18(f 3), (4), (5), and (6) shall be excluded from the MHA's Grievance Procedure.
- (b) In the case of a proposed adverse action including a proposed Lease termination, MHA shall not take the proposed action until the time for Tenant to request a grievance hearing has expired or, where applicable, the grievance process has been completed.

#### **20. Notice to Post Office**

When MHA evicts a Tenant for engaging in any criminal activity, MHA shall notify the local Post Office serving the dwelling unit so that the Post Office will stop delivering mail for such person at the unit and the person will not return to the community to pick up mail.

#### **21. Lease Modifications and Riders**

Any modification of this Lease must be by a written rider to the Lease executed by MHA and the Tenant, the only exception being for modifications of rent pursuant to Section 5. of this Lease.

#### **22. Non-waiver of Rights**

The failure of MHA or Tenant to exercise any right or remedy as provided in this lease shall not affect the right to do so at any later date.

#### **23. Non-Liability**

Tenant acknowledges that any security measures provided by the Agency will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. The Agency will not be liable to any Tenant, family/household member, or guest for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. MHA will not be liable to Tenant, any family/household member or guest for personal injury or damage or loss to personal property from fire, water leaks, explosions, or natural causes including rain, hail, ice, snow, smoke, lightning, wind and interruption of utilities. Tenants are strongly urged to secure renter's insurance to protect against the losses mentioned above. If information regarding Tenant, Tenant's family/household members is requested by a third party for law enforcement purposes, Tenant authorizes Agency to provide the information.

#### **24. Abandonment**

- (a) MHA may remove all property that remains in the unit or in the common areas after abandonment by Tenant or after judicial eviction of the Tenant. MHA is not liable for any property removed after Tenant's abandonment of the apartment, MHA does not have an obligation to store abandoned property.
- (b) Tenant shall be deemed to have abandoned the dwelling unit when Tenant has moved out. When MHA questions whether the unit has been abandoned, MHA will secure the apartment against vandalism and post a notice of planned entry on the door. If, after 2 days, there is no response to the notice and inspection shows that all or most of Tenant's property has been removed or rent is not paid, MHA will conclude the unit has been abandoned.

- (c) Two (2) days after MHA determines Tenant has abandoned the dwelling unit, MHA may remove all property left in the unit; clean up; make repairs; and re-let the apartment,
- (d) Abandonment of the Premises will be treated as a termination by the Tenant under Part 2, Section 18 of this Lease.

**25. Community Service Requirements/Economic Self-Sufficiency Programs**

- (a) HUD's Community Service requirements and Economic Self-Sufficiency programs mandate that each adult household member not eligible for an exemption shall contribute 8 hours per month of some combination of community service within his/her community, or Economic Self-Sufficiency activity, both as defined in the Admissions and Continued Occupancy Policy.
- (b) If Tenant does not comply with Community Service requirements or Economic Self-Sufficiency programs, MHA will either terminate the lease or not renew or extend Tenant's Lease upon expiration of the Lease term and shall take such action as is necessary to terminate the tenancy of the household.
- (c) Based on consideration of Tenant's efforts to comply with this Section, the MHA reserves the right to enter into a written agreement with Tenant before the expiration of the Lease term to cure any non-compliance with neighborhood service or economic self-sufficiency programs.

**26. Special Provisions related to occupancy of scattered site single family homes.**

- (a.) Tenant is responsible for the complete care of front, back and side yards, including mowing, watering, weeding and trimming the grounds and shrubbery.
- (b.) Tenants who desire to install ceiling fans must obtain written approval from MHA prior to installation. Any ceiling fans installed shall become a part of the premises and the property of MHA upon termination of the lease.
- (c.) Tenant will be charged the actual cost of repairing and/or replacing dishwashers damaged as the result of activity other than normal wear and tear.
- (d.) Tenant will be charged the actual cost of repairing and/or replacing any fencing damaged as the result of activity other than normal wear and tear.
- (e.) For specific designated scattered sites Tenant shall be required to relocate to another non-FSS after the allotted time to reside in the unit has expired.

**27. Special Provisions related to occupancy of Family Self Sufficiency and Low Income Housing**

**Tax Credit Developments**

Certain MHA properties are identified as housing developments that have been designated as Family Self-Sufficiency/Incentive Transfer Developments. As a condition of occupancy of the Premises, the Tenant must either have an active Family Self-Sufficiency Contract or have qualified as a high performing Tenant for an incentive transfer. When the Tenant was transferred to the development as a Family self Sufficiency participant, the Tenant acknowledges that breach of the Family Self-Sufficiency Contract will constitute a breach of the Lease and will require the transfer of Tenant and all Household Members to another development that has not been designated a Family Self-Sufficiency/Incentive Transfer Development.

**28. Special Provisions related to occupancy of Low Income Housing Tax Credit Developments**

The Premises is located in a housing development that has been financed, at least in part, with Low-Income Housing Tax Credits. The Tenant understands that the dwelling unit is available to Tenant only because of assistance payments made by HUD (the "Assistance Payments") that allow the Premises to be offered to Tenant at a rent level that is less than the market (unsubsidized) rent that would otherwise be due on the Premises. If such assistance payments terminate or are substantially reduced, and there is a default under any agreement, letter of credit or other instrument providing other funds as a substitute for assistance payments, then Tenant agrees that MHA shall have the right not to renew this Lease or to terminate this Lease at the end of its current term and either

- (a.) relocate Tenant to any other available appropriately sized dwelling unit in the inventory of MHA; or
- (b.) arrange for MHA to provide Tenant a rental voucher under Section 8 of the United States Housing Act of 1937, as amended, if a voucher is then available, to be used by Tenant to obtain another dwelling unit. MHA will make a good faith effort to transfer Tenant within the same neighborhood.

Tenant will be given ninety (90) calendar days written notice of the availability of a suitably sized unit prior to being required to move. Tenant's response to the written notice that a transfer will be required because of reduction or elimination of assistance payments must be received by MHA within ten (10) calendar days of the date of the notice and must state Tenant's willingness to move to an appropriately sized dwelling unit within thirty (30) days. Reasonable costs associated with the move will be the responsibility of MHA.

# LITTLE ROCK HOUSING AUTHORITY

## House Rules

Tenant agrees to observe the following House Rules and acknowledges that failure to do so may result in eviction.

1. Housekeeping - Tenant must meet the LITTLE ROCK HOUSING AUTHORITY (MHA) Housekeeping requirements to avoid eviction.
2. Loitering - Loitering is strictly prohibited. Neither Tenants nor their guests are permitted to engage in any activities that limit, restrict, impair, obstruct or impede access to stairs, hallways, parking lots and public walkways.
3. Judgments - In the event the MHA Management Staff obtains a judgment against the Head-of Household for non-payment of rent, the MHA Management Staff will immediately pursue possession of the premises.
4. Violence - Tenant, or any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the development premises.
5. Reporting Maintenance Needs- It is the responsibility of all Tenants to report any damages or necessary repairs to Management, failure to do so may result in eviction.

Some examples of charges Tenants could possibly incur due to negligence or damage to MHA property include:

- (a.) Any repair made to an apartment due to negligence on the part of a Tenant, such as a broken window, or jammed garbage disposal;
  - (b.) Damaged to the water sprinkler system or landscaping caused by the Tenant, Family member, or guest; or
  - (c.) Tub, sink, or toilet overflows due to abuse or negligence on the part of the Tenant causing water damage to his/her apartment or to any other apartment. Charges for parts and labor will be billed to the Tenant.
6. Emergency Maintenance - If an emergency arises after hours the Tenant must call the Emergency Work Order Center. The call
    - (a.) will be answered and maintenance personnel will be dispatched
    - (b.) within a reasonable time depending on the nature of the emergency.Note that when the emergency condition was caused by Tenant damage or negligence, Tenant will be charged for the emergency maintenance provided, including overtime rates if applicable.
  7. Listed below are examples of items that are considered to be emergencies.
    - (a.) Fire damage;
    - (b.) apartment doors that will not lock or unlock;
    - (c.) flooding,
    - (d.) electrical problems;
    - (e.) sewer back-up;
    - (f.) broken windows;
    - (g.) Tenant lockout;
    - (h.) gas leaks;

- (i.) no heat when the inside temperature falls below 60 degrees Fahrenheit from November 16<sup>th</sup> through March 15;
  - (j.) if door and window screens are not provided, no air conditioning or air conditioning that is not capable or maintaining a maximum inside temperature that is 15 degrees lower than the outside temperature or 85 degrees Fahrenheit or whichever is warmer from April 1 through November 1;
  - (k.) damage due to unlawful intrusion.
8. Plumbing - Tenants are responsible for the repair costs of plumbing stoppage caused by disposal of anything other than normal sewage, which is human waste. The system is not designed to handle anything other than normal sewage.
  9. Air Conditioning - Tenant must not block the return air grill where the filter is located. Maintenance personnel are required to replace filters on a regular basis. The grill where the filter is located must be accessible at all times.
  10. Smoke Detectors - The Tenant must not disable the smoke detector by removing the batteries or dismantling or damaging the smoke detector. The smoke detector must be operational at all times. The Tenant will be charged a "Special Management Service Fee" for replacing removed batteries for damaged smoke detectors. **Damage by Tenant to smoke detectors is a serious lease violation and may subject Tenant to Lease termination.**
  11. Key and Locks - The Tenant will be issued two apartment keys and one mailbox key, at the time of occupancy. Alterations/replacement of locks or installation of deadbolt locks, knockers, or other attachments on interior or exterior doors is prohibited. The Tenant shall not install any locks themselves. Keys are not loaned to Tenants. If the Tenant loses his/her key, a duplicate key will be provided for a fee. Entry Key cards at high rises will be replaced for a fee. If any Tenant is locked out, Management will allow access only to the Head-of-Household or his/her spouse, as identified on the lease for a fee. All such persons may be required to provide picture identification to verify that the person seeking access is a member of the household.
  12. Alteration/Decorating - The Tenant shall not make modifications to apartment walls, shelves, or closets without prior approval of the Manager. Windows with curtains or window treatments must show white backing to the outside. The following items are not allowed on windows: aluminum foil, sheets, blankets, or window tinting.
  13. Maintenance Inspections - Regularly scheduled Preventative Maintenance inspections are conducted on a quarterly basis. The Tenant will be notified of the approximate scheduled date, a minimum of 48 hours in advance. Maintenance personnel must have access to the Tenant's unit to conduct the scheduled maintenance inspections.
  14. Telephone Wiring - Tenants may use only the telephone outlets already installed in the apartment. Any additional wiring must be approved by MHA prior to installation and all costs associated with additional wiring are the responsibility of the Tenant.
  15. Insurance - MHA Management strongly recommends that the Tenant obtain renter's insurance. The Tenant is responsible for damages or loss of personal property from such events as theft, vandalism, fire and water damage.
  16. Common Areas - The definition of a common area is an area located outside of the Tenant's apartment and porch, yard, or stoop, including but not limited to parking lots, stairwells, breezeways and courtyard areas. These areas must be kept clear at all times of trash and other obstructions.
    - (a.) All items left unattended in the common areas may be removed and disposed of by MHA or designated personnel without notification to Tenant.
    - (b.) Common areas are for the use and enjoyment of all Tenants. Any Tenant, occupant and/or guest conducting themselves in any unreasonable and/or offensive manner shall be subject to being removed from the common areas.
    - (c.) Tenants will be liable if they or their guest(s) cause any damage to any part of the community.
    - (d.) Moving vans, trucks, or vehicles of any kind are not permitted on the lawn or sidewalk at anytime.
    - (e.) The consumption of alcoholic beverages in common areas of the property is strictly prohibited.

- (f.) Open containers of alcoholic beverages are strictly prohibited in all common areas.
  - (g.) Loud noise levels from automobile stereos and/or jam boxes will not be tolerated.
  - (h.) All activities in the common areas by any person 12 years of age or under, must be supervised by a parent or legal guardian at all times.
17. Entrances and Hallway - In compliance with the fire code, all sidewalks, entrances, passages and stairways are to be kept free from obstruction at all times. Any items left unattended may be removed and disposed of by MHA Management or designated personnel without notice.
18. Patios and Balconies:
- (a.) Keep your sliding door and windows closed and locked during your absence to protect against damage from rain.
  - (b.) Keep patios and balconies free of old furniture, clothing, and trash.
  - (c.) Clotheslines are not permitted unless installed by MHA.
  - (d.) Do not leave trash at your door.
  - (e.) No radio or television aerials, dishes or wires shall be erected or attached on any part of the premises without prior written permission from MHA.
  - (f.) Only outdoor furniture in good condition is permitted on patios and balconies.
  - (g.) Bird feeders are not allowed on patios, balconies or terraces.
  - (h.) Flower boxes must hang on the inside of balcony rails only.
  - (i.) The use or storage of barbecue grills on the front porches or covered balconies is strictly prohibited.
19. Trash - The Tenant is to keep the premises clean by not throwing trash on the property. Trash receptacles are located on the property for your convenience. All trash must be wrapped or put in bags and placed in the designated trash receptacle. It is recommended that all garbage be discarded on a daily basis to help eliminate any insect problems.
20. Parking and Vehicles –
- (a.) Parking may be assigned or unassigned, depending on the number of spaces at the property.
  - (b.) The Tenant is required to obtain parking stickers from the management office yearly.
  - (c.) Vehicles must be headed into the curb and parked within marked lines.
  - (d.) Cars without current inspection stickers and/or license plates are not permitted on MHA property and will be towed at owners' expense.
  - (e.) The use of parking lots for any purpose other than parking of automobiles, motorcycles, vans or pick-up trucks (such as storing, parking of boats, trailers, large trucks, commercial vehicle, buses, motor homes or repairing and/or washing of motor vehicles) is expressly prohibited and the vehicles are subject to towing at owners' expense.
  - (f.) Mini-bikes, go-carts, or other unlicensed, self-propelled vehicles are prohibited on MHA property.
  - (g.) Fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios or inside of apartment.
  - (h.) The Tenant must not park in designated fire lanes, or block trash receptacles.
  - (i.) All abandoned and/or inoperable vehicles will be towed at owners' expense 24 hours after MHA Management notes such offense.
  - (j.) Car Washing and Repairs - Washing and repair of vehicles is prohibited on MHA property.
  - (k.) Tenants shall be charged a "Special Management Service Fee" for the cost of cleaning chemicals, debris, or property damages resulting from washing, repair or maintenance of vehicles.
21. Noise - Loud playing of any musical instrument, radio, stereo, or television set is not permitted at any time, and strictly prohibited between the hours of 10:00 p.m. and 7:00 a.m.
22. Violation of these House Rules shall constitute material violations of the Lease and may be cause for termination of tenancy.

**Please stress the importance of these House Rules to all Members of the Household.**

**\*\*SIGNATURES REQUIRED ON PART 1 OF THE LEASE\*\***

**MHA Lease, Part 2**

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment P**

**MHA Public Housing Grievance Procedures**

# Housing Authority of the City of Little Rock Grievance Procedure

## 1. Applicability

- a. This Grievance Procedure shall be applicable to all individual grievances as defined in paragraph 2s below between the resident and the PHA, except for evictions concerning the termination of tenancy that involve the following:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyments of the premises of other residents or employees of the PHA, or;
  - (2) Any drug-related criminal activity on or near such premises.
- b. The PHA Grievance procedure shall not be applicable to disputes between residents not involving the PHA or to class grievances. The Grievances Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Residents and the PHA's Board of Commissioners.

## 2. Definitions

- a. **Grievance** shall mean any dispute which a Resident may have with respect to PHA actions of failure to act in accordance with the individual Resident's lease or PHA regulations which adversely affect the individual Resident's rights, duties, welfare, or status.
- b. **Complainant** shall mean any Resident whose grievance is presented to the PHA or at the property management office in Accordance with paragraph 3 and 4z.
- c. **Selecting Official** shall be the Executive Director of the PHA.
- d. **Elements of Due Process** shall mean an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - (1) Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;
  - (2) Opportunity for the Resident to examine all relevant documents, records and regulations of the PHA prior to the trial for the purpose of preparing a defense;
  - (3) Right of Resident to be represented by counsel;
  - (4) Opportunity for the Resident to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses, and to present any affirmative legal or equitable defense which the Resident may have; and
  - (5) A Decision on the merits.
- e. **Hearing Officer** shall mean a person selected in accordance with paragraph 4 to hear grievances and render a decision with respect thereto.
- f. **Resident** shall mean any lessee or the remaining head of the household of any Resident family residing in housing accommodations covered under the Grievance Procedure.
- g. **PHA** shall mean the Housing Authority of the City of Little Rock, Arkansas.

## 3. Informal Settlement

Any grievance shall be personally presented, either orally or in writing, to the PHA office or to the Property Management Office in which the complainant resides so that the grievance may be

discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time; one copy shall be given to the Resident and one retained in the PHA's Resident File. The summary shall specify the names of the participants, dates of meetings, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under paragraph 4 may be obtained if the complainant is not satisfied.

#### **4. Procedure to Obtain a Hearing**

##### **a. Request for Hearing**

The complainant shall submit a written request for a hearing to the PHA or to the development office within ten working days after receipt of the summary of discussion pursuant to paragraph 3 above. The written request shall specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought.

##### **b. Selection of Hearing Officer**

Grievances shall be presented before a hearing officer. A hearing officer shall be selected as follows:

- (1) The hearing officer shall be an impartial, disinterested person selected by the PHA Executive Director, other than a person who made or approved the PHA action under review or a subordinate of such person.
- (2) The PHA shall consult the resident organizations before PHA appointment of the hearing officer. Any comments or recommendations submitted by the resident organizations shall be considered by the PHA before the appointment.

##### **c. Failure to Request a Hearing**

If the complainant does not request a hearing in accordance with this paragraph, then the PHA's disposition of the grievance under paragraph 3 above shall become final, provided that failure to request a hearing shall not constitute a waiver by complainant of his or her right thereafter to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.

##### **d. Hearing Prerequisite**

All grievances shall be personally presented either orally or in writing, pursuant to the informal procedure prescribed in paragraph 3 above as a condition precedent to a hearing under the section, provided that if the complainant shall show good cause why he failed to proceed in accordance with paragraph 3 above to the hearing officer or hearing panel, the provisions of this subparagraph may be waived by the hearing officer or the hearing panel.

##### **e. Escrow Deposit**

Before a hearing is scheduled in any grievance involving the amount of rent in the Resident's lease which the PHA claims is due, the complainant shall pay to the PHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by the decision of the hearing officer. These requirements may be waived by the PHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the Grievance Procedure, provided

that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of his grievance in any appropriate judicial proceeding.

**f. Schedule of Hearings**

Upon complainant's compliance with subparagraphs a., d., and e of paragraph 4, a hearing shall be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place, and the procedures governing the hearing, shall be delivered to the complainant and the appropriate PHA official.

**5. Accommodation of Residents with Disabilities**

- a. Reasonable accommodation for Residents with disabilities to participate in the hearing will be provided by the PHA. Reasonable accommodation may include qualified sign language interpreters, readers, accessible location, or attendants.
- b. If the resident is visually impaired, any notice to the Resident which is required under this Procedure, will be in an accessible format.

**6. Procedures Governing the Hearing**

- a. The hearing shall be held before a hearing officer.
- b. The complainant shall be afforded a fair hearing providing the basic safeguards of due process, which shall include:
  - (1) The opportunity to examine before the hearing, and at the expense of the complainant, to copy all documents, records, and regulations of the PHA that are relevant to the hearing. Any document not so made available after the request therefore by the complainant may not be relied on by the PHA at the hearing;
  - (2) The right to be represented by counsel or other person chosen as his or her representative;
  - (3) The right to a private hearing unless the complainant requests a public hearing;
  - (4) The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the PHA or Property Management, and to confront and cross-examine all witnesses on whose testimony or information the PHA or Property Management relies; and
  - (5) A decision based solely and exclusively upon the facts presented at the hearing.
- c. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.
- d. If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his or her right to a hearing. Both the complainant and the PHA shall be notified of the determination by the hearing officer, provided that a determination that the complainant has waived his or her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

- e. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter, the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.
- f. The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regards to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require the PHA, the complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought, as appropriate.
- g. The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

## **7. Decision of the Hearing Officer**

- a. The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the PHA. The PHA shall retain a copy of the decision in the Resident's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the PHA and available for inspection by a prospective complainant, his representative, of the hearing officer.
- b. The decision of the hearing officer shall be binding on the PHA, which shall take all actions or refrain from any actions, necessary to carry out the decision, unless the PHA Board of Commissioners determines within 30 days and promptly notifies the complainant of its determination, that
  - (1) The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare, or status;
  - (2) The decision of the hearing officer is contrary to applicable Federal, State, or Local law, HUD regulations or requirements, or requirements of the annual Contributions Contract between HUD and the PHA.
- c. A decision by the hearing officer or Board of Commissioners, in favor of the PHA or which denies relief requested by the complainant in whole or in part, shall not constitute a waiver of nor affect in any manner whatsoever any rights the complainant may have to a trial de novo a judicial review in any judicial proceedings, which may thereafter be brought in the matter.

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment Q**

**Housing Choice Voucher Grievance Policy**

# HOUSING CHOICE VOUCHER PROGRAM

## GRIEVANCE PROCEDURE



**MHA**

**METROPOLITAN HOUSING ALLIANCE**

GIVING EVERY STREET A NEIGHBORHOOD,  
MAKING EVERY HOUSE A HOME.

---

## Grievance Procedures

### INFORMAL REVIEW PROCEDURES FOR APPLICANTS

[24 CFR 982.54(d)(12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

MHA must provide applicants with the opportunity for an informal review of decisions denying:

- Qualification for preference
- Listing on MHA's waiting list
- Issuance of a voucher
- Participation in the program
- Assistance under portability procedures

Informal reviews are **not required** for established policies and procedures and MHA determinations such as:

- Discretionary administrative determinations by MHA
- General policy issues or class grievances
- A determination of the family unit size under MHA subsidy standards
- Refusal to extend or suspend a voucher
- A MHA determination not to grant approval of the tenancy
- Determination that unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition

### Procedure for Review

A request for an informal review must be received **in writing** by the close of the business day, no later than 10 business days from the date of MHA's notification of denial of assistance.

The review may be conducted by a staff person who is at the Manager level or above or an individual from outside MHA.

The applicant will be given the option of presenting oral or written objections to the decision. Both MHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

After a review date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. The request to reschedule must be received by MHA before 48 hours of the scheduled hearing date.

If a family does not appear at a scheduled review and has not rescheduled the review in advance, the family must contact MHA within 48 hours, excluding weekends and holidays. MHA will reschedule the review only if the family provides documentation within 7 calendar days, substantiating circumstances beyond the family's control.

If the family misses an appointment or deadline ordered by the reviewer during the initial review, the action of MHA shall take effect and another review will not be granted.

A notice of the review findings will be provided in writing to the applicant within 10 business days after the later of the review or the date that any requested documents are received by the tenant. 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 family's file for three years after the termination.

### **INFORMAL HEARING PROCEDURES [24 CFR 982.555(a-f), 982.54(d)(13)]**

Hearings are provided for applicants who are denied assistance before the effective date of the HAP contract due to citizenship status and to participating participants who are terminated from the housing choice voucher program and/or FSS program; and/or disputing the amount of assistance.

MHA must provide participants with the opportunity for an informal hearing for decisions related to any of the following MHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment
- Appropriate utility allowance used from schedule
- Family unit size determination under MHA subsidy standards
- Determination to terminate assistance for any reason

- Determination to terminate a family's FSS contract, withhold supportive services, or propose forfeiture of the family's escrow account

MHA must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are not required for established policies and procedures and MHA determinations such as:

- Discretionary administrative determinations by MHA
- General policy issues or class grievances
- Establishment of MHA schedule of utility allowances for families in the program
- A MHA determination not to approve an extension or suspension of a voucher term
- A MHA determination not to approve a unit or lease
- A MHA determination that an assisted unit is not in compliance with HQS. MHA must provide hearing for family breach of HQS because that is a family obligation determination
- A MHA determination that the unit is not in accordance with HQS because of the family size
- A MHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

### **Procedure for Hearing**

A request for an informal hearing must be received **in writing** by the close of the business day, no later than 10 business days from the date of MHA's notification regarding the termination of assistance.

The review may be conducted by a staff person who is at the Manager level or above or an individual from outside MHA.

*The notification of hearing will contain:*

- The date and time of the hearing
- The location where the hearing will be held
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense

- The right to view any documents or evidence in the possession of MHA upon which MHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than 7 days before the hearing date.
- A notice to the family that MHA will request a copy of any documents or evidence the family uses at the hearing. Requests for such documents or evidence must be received no later than 7 days after the hearing date.

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. The request to reschedule must be received by MHA before 48 hours of the scheduled hearing date.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact MHA within 48 hours, excluding weekends and holidays. MHA will reschedule the hearing only if the family provides documentation within 7 days, substantiating circumstances beyond the family's control. The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

The Hearing Officer has the authority to control the number of persons in the hearing at any one time and maintain order of the hearing. The Hearing Officer may request that parties not immediately needed in the hearing, wait outside of the hearing to be called in individually.

If the family misses an appointment or deadline ordered by the Hearing Officer during the initial hearing, the action of MHA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of MHA is in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

In addition to other rights contained in this Chapter, MHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;

- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

A notice of the hearing findings will be provided in writing to the participant before the date of assistance termination. It shall include the decision of the review officer and an explanation of the reasons for the decision.

MHA is not bound by hearing decisions:

- Which concern matters in which MHA is not required to provide an opportunity for a hearing;
- Which conflict with or contradict to HUD regulations or requirements;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceed the authority of the person conducting the hearing.

MHA shall send a letter to the participant if it determines MHA is not bound by the Hearing Officer's determination within **10** business days. The letter shall include MHA's reasons for the decision.

**HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS [24 CFR Part 5, Subpart E]**

Assistance to the family 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 MHA hearing is pending but assistance to an applicant may be delayed pending MHA hearing.

**INS Determination of Ineligibility**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, MHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with MHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give MHA a copy of the appeal and proof of mailing or MHA may proceed to deny or terminate. The time period to request an appeal may be extended by MHA for good cause.

The request for a MHA 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 that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members MHA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, MHA 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 or terminated for failure to provide.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- 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 tenant rent and Total Tenant 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.

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment R**

**Community Service and Self Sufficiency**

# **PUBLIC HOUSING COMMUNITY SERVICE**



# **MHA**

**METROPOLITAN HOUSING ALLIANCE**

**GIVING EVERY STREET A NEIGHBORHOOD.  
MAKING EVERY HOUSE A HOME.**

# COMMUNITY SERVICE AND SELF SUFFICIENCY POLICY

## A. Background

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

## B. Definitions

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

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;
- Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys or girls Clubs, 4-H program, PAL, Garden Center, community clean-up programs, beautification programs, other youth or senior organizations;
- Work at the Authority to help improve physical conditions;
- Work a the Authority to help with children's programs;
- Work at the Authority to help with senior programs;
- Helping neighborhood groups with special projects;
- Working through resident organization to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board; and
- Caring for the children of other resident so they may volunteer.

NOTE: Political activity is excluded.

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

- Job readiness programs;
- Job training programs;

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

Exempt Adults – an adult member of the family who

- Is 62 years of age or older;
- Has a disability that prevents him/her from being gainfully employed;
- Is the caretaker of a disabled person;
- Is working at least 20 hours per week; or
- Is participating in welfare to work program.

**C. Requirements of the Program**

1. The eight (8) Hours per month may be either volunteer work or self sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.
4. Family obligations
  - At lease execution or re-examination after February 1, 2000, all adult members (18 or older) of a public housing resident family must

1. provide documentation that they are exempt from community Service requirement if they qualify for an exemption, and
2. Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community service requirement will result in nonrenewal of their lease.

- At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signature of supervisors, instructors, or counselors certifying to the number of hours contributed.
  - If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
5. Change in exempt status:
- If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
  - If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and /or training opportunities.

#### **D. Authority Obligations**

1. To the greatest extent possible and practicable, the Authority will:
  - Provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (*According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement*); and
  - Provide in-house opportunities for volunteer work or self sufficiency programs.
2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.

3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
4. Noncompliance of family member:
  - At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members;
  - If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the head of household to make up the deficient hours over the next twelve (12) month period;
  - If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit;
  - The family may use the Authority's Grievance Procedure to protest the lease termination.



## Community Service Compliance Certification

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

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

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

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

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

**Little Rock Housing Authority**

**FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment S**

**Civil Rights Certification**

**Civil Rights Certification**

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 Expires 4/30/2011

**Civil Rights Certification****Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Little Rock Housing Authority

AR004

\_\_\_\_\_  
 PHA Name

\_\_\_\_\_  
 PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official	Rodney L. Forte
Title	Executive Director
Signature	
Date	9/9/2015

**Little Rock Housing Authority  
FY 2016 PHA Plan  
PHA Plan Elements**

**Attachment T**

**Significant Amendment and Substantial/Deviation/Modification**

## **PHA Plan Amendment**

### **Attachment R – Rental Assistance Demonstration (RAD)**

The Little Rock Housing Authority is amending its (annual and/or 5-year) PHA Plan because it was a successful applicant in the Rental Assistance Demonstration (RAD). As a result, the Little Rock Housing Authority will be converting to Project Based Vouchers (PBV) under the guidelines of PIH Notice 2012-32, REV-1 and any successor Notices. Upon conversion to PBV the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in Section 1.6 of PIH Notice 2012-32, REV-2; and Joint Housing PIH Notice H-2014-09/PIH-2014-17; These resident rights, participation, waiting list and grievance procedures are appended to this Attachment. Additionally, the Little Rock Housing Authority certifies that it is currently compliant with all fair housing and civil rights requirements.

RAD was designed by HUD to assist in addressing the capital needs of public housing by providing Little Rock Housing Authority with access to private sources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, the Authority's Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted as part of the Demonstration, and that Little Rock Housing Authority may also borrow funds to address their capital needs. The Little Rock Housing Authority will also be contributing Operating Reserves in the amount of approximately \$150,000. towards the conversion, \_

Requirements for RAD-Specific Significant Amendment Submissions

Below, please find specific information related to the Public Housing Development(s) selected for RAD:

**Development #1 AMP 9**

<u>Parris Towers, 1800 Broadway:</u>	<u>PIC Development ID: AR004000009:</u>	<u>Conversion type PBV:</u>	<u>Transfer of Assistance: NO</u>
<u>Total Units: 250</u>	<u>Pre- RAD Unit Type Senior:</u>	<u>Post-RAD Unit Type Senior</u>	<u>Capital Fund allocation of Development: \$240,256.37</u>
<b>Bedroom Type</b>	<b>Number of Units Pre- Conversion</b>	<b>Number of Units Post-Conversion</b>	<b>Change in Number of Units per Bedroom Type and Why (De Minimis Reduction, Transfer of Assistance, Unit Reconfigurations, etc.)</b>
Studio/Efficiency	141	141	0
One Bedroom	99	99	0
Two Bedroom	10	10	0
Three Bedroom			

**Development #2 AMP 10**

<u>Name of Public Housing Project:</u> Cumberland Towers, 311 East 8 <sup>th</sup> Street:	<u>PIC Development ID:</u> AR004000010	<u>Conversion type, PBV:</u>	<u>Transfer of Assistance:</u> NO
<u>Total Units: 178</u>	<u>Pre- RAD Unit Type Senior:</u>	<u>Post-RAD Unit Type Senior</u>	<u>Capital Fund allocation of Development:</u> \$171,063.34
<b>Bedroom Type</b>	<b>Number of Units Pre-Conversion</b>	<b>Number of Units Post-Conversion</b>	<b>Change in Number of Units per Bedroom Type and Why (De Minimis Reduction, Transfer of Assistance, Unit Reconfigurations, etc.)</b>
Studio/Efficiency	106	106	0
One Bedroom	68	68	0
Two Bedroom	4	4	0
Three Bedroom			

**Development #3 AMP 11**

<u>Name of Public Housing Project:</u> Jesse Powell Towers	<u>PIC Development ID:</u> AR004000011	<u>Conversion type, PBV:</u>	<u>Transfer of Assistance:</u> Possibly but currently unknown
<u>Total Units: 169</u>	<u>Pre- RAD Unit Type</u> Conventional non Family:	<u>Post-RAD Unit Type</u> Conventional non Family	<u>Capital Fund allocation of Development:</u> \$162,414.07
<b>Bedroom Type</b>	<b>Number of Units Pre-Conversion</b>	<b>Number of Units Post-Conversion</b>	<b>Change in Number of Units per Bedroom Type and Why (De Minimis Reduction, Transfer of Assistance, Unit Reconfigurations, etc.)</b>
Studio/Efficiency	100	100	0
One Bedroom	63	63	0
Two Bedroom	6	6	0
Three Bedroom			

**Development #4 AMP 18**

<u>Name of Public Housing Project:</u> Madison Heights Phase 1	<u>PIC Development ID:</u> AR004000018	<u>Conversion type, PBV:</u>	<u>Transfer of Assistance:</u> NO
<u>Total Units: 59</u>	<u>Pre- RAD Unit Type, Family:</u>	<u>Post-RAD Unit Type, Family:</u>	<u>Capital Fund allocation of Development:</u> \$56,700.77
<b>Bedroom Type</b>	<b>Number of Units Pre-Conversion</b>	<b>Number of Units Post-Conversion</b>	<b>Change in Number of Units per Bedroom Type and Why (De Minimis Reduction, Transfer of Assistance, Unit Reconfigurations, etc.)</b>
Studio/Efficiency			
One Bedroom	10	10	0
Two Bedroom	37	37	0
Three Bedroom	12	12	0

**Development #5 AMP 19**

<u>Name of Public Housing Project:</u> Madison Heights Phase 2	<u>PIC Development ID:</u> AR004000019	<u>Conversion type, PBV:</u>	<u>Transfer of Assistance:</u> NO
<u>Total Units: 38</u>	<u>Pre- RAD Unit Type, Family:</u>	<u>Post-RAD Unit Type, Family</u>	<u>Capital Fund allocation of Development:</u> \$36,519.14
<b>Bedroom Type</b>	<b>Number of Units Pre-Conversion</b>	<b>Number of Units Post-Conversion</b>	<b>Change in Number of Units per Bedroom Type and Why (De Minimis Reduction, Transfer of Assistance, Unit Reconfigurations, etc.)</b>
Studio/Efficiency			
One Bedroom	3	3	0
Two Bedroom	24	24	0
Three Bedroom	11	11	0

**Development #6 AMP 20**

<u>Name of Public Housing Project:</u> Homes at Granite Mountain	<u>PIC Development ID:</u> AR004000020	<u>Conversion type, PBV:</u>	<u>Transfer of Assistance:</u> (if yes, please put the location if known, and # of units transferring)
<u>Total Units:</u> 40	<u>Pre- RAD Unit Type Family:</u>	<u>Post-RAD Unit Type, Family</u>	<u>Capital Fund allocation of Development:</u> _ \$38,441.20
<b>Bedroom Type</b>	<b>Number of Units Pre-Conversion</b>	<b>Number of Units Post-Conversion</b>	<b>Change in Number of Units per Bedroom Type and Why (De Minimis Reduction, Transfer of Assistance, Unit Reconfigurations, etc.)</b>
Studio/Efficiency			
One Bedroom			
Two Bedroom	20	20	0
Three Bedroom	20	20	0

**Development #7 AMP 21**

<u>Name of Public Housing Project:</u> Madison Heights Phase 3	<u>PIC Development ID:</u> AR004000021	<u>Conversion type, PBV:</u>	<u>Transfer of Assistance:</u> NO
<u>Total Units:</u> 20	<u>Pre- RAD Unit Type, Family:</u>	<u>Post-RAD Unit Type Family</u>	<u>Capital Fund allocation of Development:</u> _ \$19,220.60
<b>Bedroom Type</b>	<b>Number of Units Pre-Conversion</b>	<b>Number of Units Post-Conversion</b>	<b>Change in Number of Units per Bedroom Type and Why (De Minimis Reduction, Transfer of Assistance, Unit Reconfigurations, etc.)</b>
Studio/Efficiency			
One Bedroom	10	10	0
Two Bedroom	8	8	0
Three Bedroom	2	2	0

**Development #8 AMP 23**

<u>Name of Public Housing Project:</u> <u>Cumberland Manor</u>	<u>PIC Development ID:</u> <u>AR004000023</u>	<u>Conversion type</u> <u>PBV:</u>	<u>Transfer of Assistance:</u> <u>NO</u>
<u>Total Units:</u> 17	<u>Pre- RAD Unit Type, Family:</u>	<u>Post-RAD Unit Type, Family</u>	<u>Capital Fund allocation of Development:</u> <u>\$16,337.51</u>
<b>Bedroom Type</b>	<b>Number of Units Pre-Conversion</b>	<b>Number of Units Post-Conversion</b>	<b>Change in Number of Units per Bedroom Type and Why (De Minimis Reduction, Transfer of Assistance, Unit Reconfigurations, etc.)</b>
Studio/Efficiency			
One Bedroom			
Two Bedroom	13	13	0
Three Bedroom	4	4	0

**Development #9 AMP 24**

<u>Name of Public Housing Project:</u> <u>Metropolitan Village</u>	<u>PIC Development ID:</u> <u>AR004000024</u>	<u>Conversion type, PBV:</u>	<u>Transfer of Assistance:</u> <u>NO</u>
<u>Total Units: 17</u>	<u>Pre- RAD Unit Type, Family:</u>	<u>Post-RAD Unit Type, Family</u>	<u>Capital Fund allocation of Development:</u> - <u>\$16,337.51</u>
<b>Bedroom Type</b>	<b>Number of Units Pre-Conversion</b>	<b>Number of Units Post-Conversion</b>	<b>Change in Number of Units per Bedroom Type and Why (De Minimis Reduction, Transfer of Assistance, Unit Reconfigurations, etc.)</b>
Studio/Efficiency			
One Bedroom			
Two Bedroom	15	15	0
Three Bedroom	2	2	0

Requirements for RAD-Specific Significant Amendment Submissions

Studio/Efficiency			
One Bedroom			
Two Bedroom			
Three Bedroom			
Four Bedroom			
Five Bedroom			
Six Bedroom			

**Resident Rights, Participation, Waiting List and Grievance Procedures**

**If converting to PBV: (Insert PIH Notice 2012-32, REV-2 Section 1.6.C & Section 1.6.D, and Joint Housing/PIH Notice H-2014-09/ PIH-2014-17, as a whole, into this Attachment to your PHA Plan)**



## **Special Provisions Affecting Conversions to PBVs**

Under the Demonstration, HUD has the authority to waive statutory and regulatory provisions governing the PBV program, or to establish alternative requirements for the effective conversion of assistance. Additionally, the RAD statute imposes certain unique requirements.

Listed below are the “special” requirements applicable to public housing projects converting assistance to long-term PBV assistance under the First Component of the Demonstration, with reference to the affected statute and/or regulation, where applicable. Special requirements are grouped into four categories: Project Selection, Contract Terms, Resident Rights and Participation, and Other Miscellaneous Provisions. All other regulatory and statutory requirements of the PBV program in 24 CFR § Part 983 and section 8(o)(13) of the Act apply, including environmental review, Davis-Bacon, and fair housing requirements.

MTW agencies will be able to apply activities impacting the PBV program that are approved in its MTW Plan to these properties as long as they do not conflict with RAD requirements. RAD requirements include statutory requirements or specifically identified special provisions affecting conversions to PBVs, or other conditions and requirements, as detailed in this Notice, including, but not limited to, RAD contract forms or Riders. With respect to any existing PBV regulations that are waived or modified below, except where explicitly noted below, MTW agencies may modify these or other requirements of the PBV program if the activity is approved in its MTW Plan. All other RAD Requirements listed below or elsewhere in this Notice shall apply to MTW agencies.

### **A. PBV Project Selection.**

- 1. Maximum Amount of PBV assistance.** Covered Projects do not count against the maximum amount of assistance a PHA may utilize for the PBV program, which is 20 percent of the amount of budget authority allocated to a PHA under the Housing Choice Voucher program. To implement this provision, HUD is waiving section 8(o)(13)(B) of the Act as well as 24 CFR § 983.6 with respect to Covered Projects. As a result, a PHA that is administering RAD PBV assistance does not take the Budget Authority (BA) attributable to the RAD PBV into consideration when calculating the 20 percent limitation for any non-RAD PBV actions. In other words, the BA committed to RAD PBV is excluded from both the numerator and the denominator when calculating the percent of available BA that may be project-based for non-RAD PBV.

- 2. Cap on the Number of PBV Units in Each Project.** The 25 percent limitation on the number of units that may receive PBV assistance in a project is increased to 50 percent. An assisted household cannot be involuntarily displaced as a result of this provision.

A Project Owner may still project-base 100 percent of the units in a project provided it meets the exceptions explained in this paragraph. Units are not counted against the 50 percent cap in the following cases: (i) Units in a single-family building; (ii) Excepted units in a multifamily project (as the term is defined in 24 CFR Section 983.3). “Excepted units” means units in a multifamily project that are specifically made available for qualifying families. “Qualifying families” means: (i) Elderly and/or disabled families; and/or (ii) Families receiving supportive services. For a project to qualify for the exception, PHAs must include in the PHA administrative plan the type of services offered to families and the extent to which such services will be provided. See 24 CFR 983.56 for a more detailed discussion on excepted units. For applicable program rules for complying with the supportive services exception, see 24 CFR § 983.56(b)(2)(II)(B).<sup>19</sup>

For purposes of RAD, the requirement that a family must actually receive services to reside in the excepted unit has been modified. Families living in units subject to a proposed RAD conversion must be given the option to receive supportive services. If such services are declined by the household, the unit shall remain under the HAP contract, the household shall not be terminated from the PBV program, and the decision to decline an offer to receive supportive services shall not represent a ground for lease termination. Once the initial household residing in the excepted unit under RAD vacates such unit, all PBV program requirements related to the required receipt of supportive services shall apply in accordance with 24 CFR §§ 983.56, 983.257(c), 983.261(a) and (d).

To implement these provisions, HUD is implementing alternative requirements for section 8(o)(13)(D) of the Act, as well as related provisions of 24 CFR §§ 983.56, 983.257(c), 983.261(a) and (d) for initial occupancy in the Covered Project.

- 3. Owner Proposal Selection Procedures.** HUD is waiving 24 CFR § 983.51. With respect to site selection standards, HUD requires compliance with the site selection standards as set forth in this Notice.

---

<sup>19</sup> It is not required that the services be provided at or by the project (a third-party organization may provide the supportive services).

4. **Site selection – Compliance with PBV Goals, section 8(o)(13)(C)(ii) of the Act and 24 CFR § 983.57(b)(1) and (c)(2).** HUD waives these provisions having to do with deconcentration of poverty and expanding housing and economic opportunity, for the existing site.

**B. PBV Contract Terms.**

1. **Length of Contract.** Covered Projects shall have an initial HAP term of at least 15 years (up to 20 years upon request of the Project Owner and with approval by the administering Voucher Agency). To implement this provision, HUD is specifying alternative requirements for section 8(o)(13)(F) of the Act (which establishes a maximum term of 15 years) as well as 24 CFR § 983.205(a) (which governs contract term). Project Owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the contract and may not reduce the number of assisted units without HUD approval. Any HUD approval of a PHA's request to reduce the number of assisted units under the contract is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.
2. **Mandatory Contract Renewal.** In accordance with RAD Statute, upon expiration of the initial contract and each renewal contract, the administering Voucher Agency must offer, and the Project Owner must accept, renewal of the contract subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal. Consequently, section 8(o)(13)(G) of the Act, as well as 24 CFR § 983.205(b), governing the PHA discretion to renew the contract for terms of up to 15 years, will not apply. MTW agencies may not alter this requirement.
3. **Ownership or Control.** This section has been moved to Section 1.4.G
4. **RAD Use Agreement.** Pursuant to the RAD statute, a Covered Project shall have an initial RAD Use Agreement that will:
  - i. Be recorded in a superior position to all liens on the property;
  - ii. Run until the conclusion of the initial term of the HAP contract, automatically renew upon extension or renewal of the HAP contract for a term that coincides with the renewal term of the HAP contract, and remain in effect even in the case of abatement or termination of the HAP contract (for the term the HAP contract would have run, absent the abatement or termination), unless the Secretary approves termination of the RAD Use Agreement in the case of a transfer of assistance;

- iii. Provide that in the event that the HAP contract is removed due to breach, non-compliance or insufficiency of Appropriations, for all units previously covered under the HAP contract, new tenants must have incomes at or below eighty percent (80%) of the area median income (AMI) at the time of admission and rents may not exceed thirty percent (30%) of eighty percent (80%) of AMI for an appropriate size unit for the remainder of the term of the RAD Use Agreement; and
- iv. Require compliance with all applicable fair housing and civil rights requirements, including the obligation to affirmatively further fair housing and all applicable site selection and neighborhood standards.

**5. Initial Contract Rent Setting.** HUD has calculated initial contract rents for every public housing project based on each project's subsidy under the public housing program. (See Attachment 1C for a full description of the methodology.) All RAD applications, including applications for Portfolio or Multi-Phase awards, will have initial contract rents based on their "RAD rent base year:"

- i. All properties awarded under the original 60,000 unit cap have initial contract rents based on FY 2012 funding levels ("FY 12 RAD rent base year"). These rents will be adjusted each year by HUD's published OCAF starting in CY 14 and established in the HAP contracts at the time of conversion. Thus, for a project in this category that closes in 2015, the initial contract rents will be based on 2012 funding, with an OCAF adjustment for both 2014 and 2015.
- ii. All properties awarded above HUD's original 60,000 unit cap but subject to the increased 185,000 cap in effect as of the date of this Notice will have initial contract rents based on FY 2014 funding levels ("FY 14 RAD rent base year"). These rents will be adjusted each year by HUD's published OCAF starting in CY 15 and established in the HAP contracts at the time of conversion. Thus, for a project in this category that closes in 2015, the initial contract rents will be based on 2014 funding, with an OCAF adjustment for 2015.
- iii. Subsequent to authority to convert additional units, properties will have initial contract rents based on a future RAD rent base year in HUD's sole discretion.

PHAs may have additional discretion in establishing initial contract rents using the following flexibilities:

- **MTW Fungibility.** MTW agencies may use their MTW block grant funds to set their initial contract rents, subject to applicable program caps. The agency must use existing voucher funding to supplement rents; no additional voucher funding will be provided. MTW agencies may exercise this flexibility to set initial contract rents only when they have submitted applications for two or

more projects. Any use of MTW block grant funds in setting initial contract rents shall be subject to subsidy layering review and MTW continued service requirements, as calculated using the MTW Baseline Methodology described in PIH Notice 2013-02.

- **Rent Bundling.** PHAs may adjust subsidy (and initial contract rents) across multiple projects as long as the PHA does not exceed the aggregate subsidy for all of the projects the PHA has submitted for conversion under RAD. This use, which HUD refers to as “bundled” rents, is permissible when a PHA submits applications for two or more projects. There is no limit to the number of projects that a PHA may bundle.

For example, assume that a PHA is considering bundling two identical projects, both consisting of 100 units. In Project A, the contract rent is \$500; and in Project B, the contract rent is \$600. The PHA could bundle the two projects such that the initial contract rents for both projects will be \$550.

See Section 1.9 for instructions on submitting applications with bundled rents.

- **Future Replacement Housing Factor (RHF) or Demolition Disposition Transition Funding (DDTF).**<sup>20</sup> PHAs that are scheduled to receive ongoing RHF or DDTF funding in future years may choose to forgo any ongoing RHF or DDTF grants and repurpose the subsidy to augment the RAD rent. See Attachment 1C for the calculation of how RHF or DDTF funding may augment the RAD rent.

Notwithstanding HUD’s calculation or the above-mentioned flexibilities, initial PBV contract rents are subject to the statutory and regulatory PBV requirements governing contract rents (see 24 CFR § 983.301), (except where alternative rent caps have been approved in a MTW Plan). To this effect, initial contract rents cannot exceed the lower of: (a) the reasonable rent (as defined under 24 CFR § 983.303); (b) an amount determined by the PHA, not to exceed 110 percent of the applicable FMR (or applicable exception payment standard or rent cap approved in an MTW Plan), minus any utility allowance; or (c) the rent requested by the owner.

---

<sup>20</sup> RHF and DDTF are provided to PHAs following the demolition or disposition of public housing projects pursuant to Section 18 of the Act. PHAs will not receive RHF or DDTF as a result of and following the conversion of projects converting under RAD.

- 6. Method of Adjusting Contract Rents.** Contract rents will be adjusted only by HUD's OCAF at each anniversary of the HAP contract, subject to the availability of appropriations for each year of the contract term.<sup>21</sup> As such, section 8(o)(13)(I) of the Act and 24 CFR §§ 983.301 and 983.302, concerning rent determinations, shall not apply when adjusting rents. The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in private market, as determined by the Contract Administrator in accordance with 24 CFR § 983.303.<sup>22</sup> However, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial HAP contract.<sup>23</sup> MTW agencies may not alter this requirement.
- 7. Transfer of Assistance.** This section has been moved to Section 1.4.H.
- 8. Agreement Waiver and RAD Rehab Assistance Payments.** For public housing conversions to PBV there will be no Agreement to Enter into a Housing Assistance Payments (AHAP) contract. Therefore, all regulatory references to the AHAP, including regulations under 24 CFR § 983 subpart D are waived. Instead, the PHA and Project Owner will enter into a HAP contract before construction begins.

Funding during construction will be provided on the following terms: that are not occupied at any point during the initial repairs as a result of rehabilitation or construction as identified in the approved Financing Plan and RAD Conversion Commitment may be eligible, subject to the conditions below, for Rehab Assistance Payments equal to the Public Housing Operating Fund and the Capital Fund amounts that formed the basis for the calculation of initial contract rents (see Attachment 1C). During the period of rehabilitation or construction as identified in the HAP Contract, the maximum number of units for which a Project Owner can receive RAD Rehab Assistance Payments is limited to the number of units eligible for Operating Fund

---

<sup>21</sup> OCAF are calculated and published in the Federal Register each year by HUD and are applied to the portion of a contract rent that is not committed to debt service payment in order to calculate the contract rent for the project in the following fiscal year.

<sup>22</sup> If the Covered Project is deemed to be PHA-owned pursuant to 24 CFR 983.59 (in other words, if, even though the Covered Project is owned by a separate legal entity, if that entity is under the control of the PHA that is the Voucher Agency, the Covered Project may be deemed to be owned by the PHA), an independent entity will need to perform the rent-setting and inspection functions set out in 24 CFR 983.59.

<sup>23</sup> The rent to owner may fall below the initial contract rent: 1) to correct errors in calculations in accordance with HUD requirements; 2) if additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to § 983.55 (Prohibition of excess public assistance); or 3) if a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant.

subsidy prior to conversion (which is typically associated with the occupied units).<sup>[1]</sup> As a result, some units in the Converted Property may not be eligible for Rehab Assistance Payments.

Following the earlier of the end of the construction period identified in the HUD-approved Financing Plan or actual construction, the PHA will no longer be eligible to receive RAD Rehab Assistance Payments, and all units under contract will be eligible for payment only for occupied units or for vacancy payments, as applicable. MTW agencies may not alter this requirement.

**9. HQS Inspections.** Under current regulations at 24 CFR 983.103(b) a unit covered under a HAP contract must be inspected and must meet HQS before assistance can be paid on behalf of a household. In addition, section 8(o)(8)(A) of the Act provides that HAP Contract units must be inspected to ensure compliance with HQS prior to payment of any assistance on behalf of a family. Under RAD, HUD requires that all units meet HQS no later than the date of completion of initial repairs as indicated in the RAD Conversion Commitment. Consequently, HUD is waiving and establishing an alternative requirement to 24 CFR 983.103(b) and section 8(o)(8)(A) of the Act.

**10. Floating Units.** For mixed-income Converting Projects where PHAs are currently exercising their discretion to allow subsidized units to float within a project redeveloped with funding under a Choice Neighborhoods Implementation or HOPE VI grant, or as part of a Mixed-Finance project, upon the request of the Voucher Agency that will administer the Covered Project, HUD will permit PBV assistance to float among unoccupied units within the project having the same bedroom size. A unit to which assistance is floated must be comparable in condition to the unit it is replacing (i.e., the unit must be of the same quality and amenities as the unit it is replacing). Assistance may float from a Section 504 accessible unit only to another Section 504 accessible unit that has the same bedroom size and accessibility features. Units that float are not specifically designated under the HAP contract. Therefore, the requirements in 24 CFR 983.203(c) that the HAP contract provide “the location of each contract unit” and “the area of each contract unit” are waived. Instead, the HAP contract must specify the number and type of units in the property that are designated as RAD units, including any excepted units. From the time of the initial execution of the PBV RAD HAP contract, the property must maintain the same number and type of RAD units, including the same number and type of Section 504 accessible units.

---

<sup>[1]</sup> The number of units eligible for Operating Fund subsidy prior to conversion is equal to the number of Total Eligible Unit Months (EUMs) on the project’s Form-52723 submission (Section 2, Column B, Row 15.) divided by twelve and rounded down to the nearest whole number.

Floating units are subject to all of the requirements in this Notice and the PBV regulations, including physical inspections, rent adjustments, and income-mixing requirements. The alternative requirements with respect to floating units do not apply to non-RAD PBV units.

**C. PBV Resident Rights and Participation.**

- 1. No Re-screening of Tenants upon Conversion.** Pursuant to the RAD statute, at conversion, current households are not subject to rescreening, income eligibility, or income targeting. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households.<sup>24</sup> Once that remaining household moves out, the unit must be leased to an eligible family. MTW agencies may not alter this requirement.
- 2. Right to Return.** See section 1.4.A.4(b) regarding a resident’s right to return.
- 3. Renewal of Lease.** Since publication of the PIH Notice 2012-32 Rev 1, the regulations under 24 CFR § 983.257(b)(3) have been amended requiring Project Owners to renew all leases upon lease expiration, unless cause exists. MTW agencies may not alter this requirement.
- 4. Phase-in of Tenant Rent Increases.** If a tenant’s monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3 (definition of “total tenant payment” (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase- in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

---

<sup>24</sup> These protections (as well as all protections in this Notice for current households) apply when in order to facilitate repairs a household is relocated following the conversion and subsequently returns to the property, even if they are considered a “new admission” upon return.

The method described below explains the set percentage-based phase-in a Project Owner must follow according to the phase-in period established. For purposes of this section “standard TTP” refers to the TTP calculated in accordance with regulations at 24 CFR §5.628 and the “most recently paid TTP” refers to the TTP recorded on line 9j of the family’s most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1, as illustrated below.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the standard TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and all subsequent recertifications – Full standard TTP

Five Year Phase in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the standard TTP
- Year 2: Year 2 AR and any IR prior to Year 3 AR – 40% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and any IR prior to Year 4 AR – 60% of difference between most recently paid TTP and the standard TTP
- Year 4: Year 4 AR and any IR prior to Year 5 AR – 80% of difference between most recently paid TTP and the standard TTP
- Year 5 AR and all subsequent recertifications – Full standard TTP

*Please Note:* In either the three year phase-in or the five-year phase-in, once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward. MTW agencies may not alter this requirement.

- 5. Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency Service Coordinator (ROSS-SC) programs.** Public Housing residents that are current FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and PHAs will be allowed to use any remaining PH FSS funds, to serve those FSS participants who live in units converted by RAD. Due to the

program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the FY15 Appropriations Act), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD.

However, PHAs should note that there are certain FSS requirements (e.g. escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR Part 984, the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100.<sup>25</sup> Further, upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents.

- 6. Resident Participation and Funding.** In accordance with Attachment 1B, residents of Covered Projects with converted PBV assistance will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.
- 7. Resident Procedural Rights.** The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

---

<sup>25</sup> The funding streams for the PH FSS Program and the HCV FSS Program were first merged pursuant to the FY 2014 appropriations act. As a result, PHAs can serve both PH residents and HCV participants, including PBV participants, with FSS funding awarded under the FY 2014 FSS Notice of Funding Availability (FSS NOFA) and any other NOFA under which the combination of funds remains in the applicable appropriations act. For PHAs that had managed both programs separately and now have a merged program, a conversion to PBV should not impact their FSS participants.

- i. Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:
  - a. A reasonable period of time, but not to exceed 30 days:
    - i. If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
    - ii. In the event of any drug-related or violent criminal activity or any felony conviction;
  - b. 14 days in the case of nonpayment of rent; and
  - c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
  
- ii. Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act.

For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi),<sup>26</sup> an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
  - i.** For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
  - ii.** For any additional hearings required under RAD, the Project Owner will perform the hearing.

---

<sup>26</sup> § 982.555(a)(1)(iv) is not relevant to RAD as the tenant-based certificate has been repealed.

- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- d. The Project Owner provides opportunity for an informal hearing before an eviction.

Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.

- 8. Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the Housing Choice Voucher program, the EID exclusion is limited only to persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to disabled persons is waived. The waiver, and resulting alternative requirement, apply only to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion e.g., due to loss of employment; tenants that move into the property following conversion, etc.,) is covered by this waiver.

- 9. Jobs Plus.** Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target projects(s) under RAD will be able to finish out their Jobs Plus period of performance at that site unless significant re-location and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project.

- 10. When Total Tenant Payment Exceeds Gross Rent.** Under normal PBV rules, the PHA may only select an occupied unit to be included under the PBV HAP contract if

the unit's occupants are eligible for housing assistance payments (24 CFR §983.53(d)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent)) (24 CFR §983.258). Since the rent limitation under this Section of the Notice may often result in a family's TTP equaling or exceeding the gross rent for the unit, for current residents (i.e residents living in the public housing property prior to conversion), HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP contract when TTP equals or exceeds than the Gross Rent. Further, HUD is establishing the alternative requirement that the rent to owner for the unit equal the family's TTP until such time that the family is eligible for a housing assistance payment. HUD is waiving as necessary to implement this alternative provision, the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR 983.301 as modified by Section 1.6.B.5 of this Notice.<sup>27</sup> In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract. Assistance may subsequently be reinstated if the tenant becomes eligible for assistance. The PHA is required to process these individuals through the Form- 50058 submodule in PIC.

Following conversion, 24 CFR §983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property; and, if the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR §983.207 or, where "floating" units have been permitted, Section 1.6.B.10 of this Notice.

---

<sup>27</sup> For example, a public housing family residing in a property converting under RAD has a TTP of \$600. The property has an initial Contract Rent of \$500, with a \$50 Utility Allowance. Following conversion, the residents is still responsible for paying \$600 in tenant rent and utilities.

**11. Under-Occupied Unit.** If a family is in an under-occupied unit under 24 CFR 983.259 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes available in the Covered Project, 24 CFR 983.259 is waived. MTW agencies may not modify this requirement.

**D. PBV: Other Miscellaneous Provisions**

- 1. Access to Records, Including Requests for Information Related to Evaluation of Demonstration.** PHAs must agree to any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work. Please see Appendix IV for reporting units in Form HUD-50058.
- 2. Additional Monitoring Requirement.** The PHA's Board must approve the operating budget for the Covered Project annually in accordance with HUD requirements.<sup>28</sup>
- 3. Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3).** This section has been moved to 1.4.A.13 and 1.4.A.14.
- 4. Establishment of Waiting List.** 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents for the Covered Project will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:
  - i.** Transferring an existing site-based waiting list to a new site-based waiting list. If the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being

---

<sup>28</sup> For PBV conversions that are not FHA-insured, a future HUD notice will describe project financial data that may be required to be submitted by a PBV owner for purposes of the evaluation, given that PBV projects do not submit annual financial statements to HUD/REAC.

transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project's waiting list.

- ii.** Informing applicants on the site-based waiting list on how to apply for a PBV program-wide or HCV program-wide waiting list.
- iii.** Informing applicants on a public housing community-wide waiting list on how to apply for a voucher-wide, PBV program-wide, or site-based waiting list. If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the converted project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency's public housing community-wide waiting list who wish to be placed onto the newly-established site-based waiting list must be done so in accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP).<sup>29</sup>

A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies.

To implement this provision, HUD is specifying alternative requirements for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA

---

<sup>29</sup> For more information on serving persons with LEP, please see HUD's Final guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (72 FR 2732), published on January 22, 2007.

shall administer its waiting list for the converted project in accordance with 24 CFR § 983.251(c).

- 5. Mandatory Insurance Coverage.** The Covered Project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed project property.
- 6. Agreement Waiver.** This section has been moved to 1.6.(B)(7).
- 7. Future Refinancing.** Project Owners must receive HUD approval for any refinancing or restructuring of permanent debt during the HAP contract term, to ensure the financing is consistent with long-term preservation. (Current lenders and investors are also likely to require review and approval of refinancing of the primary permanent debt.)
- 8. Administrative Fees for Public Housing Conversions during Transition Period.** For the remainder of the Calendar Year in which the HAP Contract is effective (i.e. “transition period”), RAD PBV projects will be funded with public housing funds. For example, if the project’s assistance converts effective July 1, 2015, the public housing Annual Contributions Contract (ACC) between the PHA and HUD will be amended to reflect the number of units under HAP contract, but will be for zero dollars, and the RAD PBV contract will be funded with public housing money for July through December 2015. Since TBRA is not the source of funds, PHAs should not report leasing and expenses into VMS during this period, and PHAs will not receive section 8 administrative fee funding for converted units during this time. .

For fiscal years 2014 and 2015, PHAs operating HCV program received administrative fees for units under a HAP contract, consistent with recent appropriation act references to "section 8(q) of the [United States Housing Act of 1937] and related appropriations act provisions in effect immediately before the Quality Housing and Responsibility Act of 1998" and 24 CFR § 982.152(b). During the transition period mentioned in the preceding paragraph, these provisions are waived, and PHAs will not receive section 8 ongoing administrative fees for PBV RAD units.

After this transition period, the section 8 ACC will be amended to include section 8 funding that corresponds to the units covered by the section 8 ACC. At that time, the regular section 8 administrative fee funding provisions will apply.

- 9. Choice-Mobility.** One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

If as a result of participation in RAD a significant percentage of the PHA's HCV program becomes PBV assistance, it is possible for most or all of a PHA's turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant-based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing an alternative requirement for PHAs where, as a result of RAD, the total number of PBV units (including RAD PBV units) under HAP contract administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD.

The alternative mobility policy provides that an eligible voucher agency would not be required to provide more than three-quarters of its turnover vouchers in any single year to the residents of Covered Projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan.

To effectuate this provision, HUD is providing an alternative requirement to Section 8(o)(13)(E) and 24 CFR part 983.261(c). Please note that this alternative requirement does not apply to PBVs entered into outside of the context of RAD. MTW agencies may not alter this requirement.

- 10. Reserve for Replacement.** The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA transactions, Replacement Reserves shall be maintained in accordance with the FHA Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account covered under a General Depository Agreement (HUD- 51999) or similar instrument, as approved by HUD, where funds will be held by the

Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines and as directed by HUD.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-8000

ASSISTANT SECRETARY FOR HOUSING-  
FEDERAL HOUSING COMMISSIONER

---

**Special Attention of:**

Public Housing Agencies  
Public Housing Hub Office Directors  
Public Housing Program Center Directors  
Regional Directors  
Field Office Directors  
RAD Transaction Managers

**Notice** H 2014-09  
PIH 2014-17

Issued: July 14, 2014

This notice remains in effect until amended,  
superseded, or rescinded.

Cross Reference: PIH Notice 2012-32 (HA)  
REV 1

---

**Subject: Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component**

**1. Purpose**

This Notice provides public housing agencies (PHAs)<sup>1</sup> and their partners with information and resources on applicable program and relocation assistance requirements when planning for or implementing resident moves as a result of a **Rental Assistance Demonstration (RAD)** conversion<sup>2</sup> under the first component of the demonstration.<sup>3</sup> This Notice provides guidance on RAD relocation requirements and requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA), as they relate to the public housing conversion process under the first component.<sup>4</sup>

---

<sup>1</sup> This Notice always uses the term “PHA” to refer to the owner of the project prior to and after the RAD conversion, even though, in some cases, the owner of the converted RAD project may be another public entity, a non-profit organization, or other owner (e.g., low-income housing tax credit owner). In addition, this Notice uses “PHA” to refer to the “displacing agency,” a URA term that means the agency or person that carries out a program or project, which will cause a resident to become a displaced person. Projects vary and, for any specific task described in this Notice, may require substituting in a reference to a party that is more appropriate for a specific project.

<sup>2</sup> The content of this Notice should not be relied upon in carrying out any other activities funded under any other HUD program, except where specifically directed by HUD.

<sup>3</sup> The “first component” of RAD allows public housing and Moderate Rehabilitation properties to convert assistance; the “second component” refers to conversion of Rent Supplement, Rental Assistance Payment, and Moderate Rehabilitation properties upon contract expiration or termination.

<sup>4</sup> Relocation concerns and URA requirements apply to both components of RAD. This notice provides guidance only as to the first component.

Relocation assistance provided pursuant to public housing and RAD requirements is broader than URA relocation assistance requirements. Not all specific situations requiring relocation under RAD may trigger URA assistance requirements. In addition, whereas all qualifying residents<sup>5</sup> of a converting public housing project are eligible for relocation assistance under RAD, some residents or household members may not meet the statutory and regulatory requirements for eligibility under URA. This Notice supersedes PIH Notice 2012-32 (HA), REV-1, with respect to relocation matters. This Notice also specifically addresses when relocation may begin (see Section 9 below). As necessary, the Department will issue additional guidance on relocation issues and requirements as they relate to RAD.

## **2. Background**

RAD allows public housing properties to convert assistance to long-term project-based Section 8 contracts. In many cases, a RAD project may require relocation of residents when properties undergo repairs, are demolished and rebuilt, or when the assistance is transferred to another site. PIH Notice 2012-32 REV-1 (see also FR Notice 5630-N-05, 78 FR 39759-39763 (July 2, 2013)) details RAD program requirements.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA) is a federal law that establishes minimum standards for federally-funded programs and projects that include the acquisition of real property (real estate) and/or displace persons from their homes, businesses, or farms as a result of acquisition, rehabilitation, or demolition of real property.<sup>6</sup> The URA will apply to acquisitions of real property and relocation of persons from real property that occurs as a direct result of acquisition, rehabilitation, or demolition for a project that involves conversion of assistance to Project-Based Voucher (PBV) or Project-Based Rental Assistance (PBRA) programs under RAD.

Additionally, all relocation conducted as part of a RAD conversion and all relocation assistance provided under URA must be consistent with applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

Because each RAD proposal varies in its scope, this Notice may not address each PHA's specific circumstances. RAD PHAs and participants should carefully review the regulations, notices, and guidance material referenced in this Notice. Any questions related to the applicability of these requirements should be referred to the RAD Transaction Managers (TM) or may be emailed to [rad@hud.gov](mailto:rad@hud.gov).

## **3. Applicable Legal Authorities**

---

<sup>5</sup> The term "resident" as used in this Notice refers to eligible resident families of public housing residing in a property applying for participation in RAD or a property that undergoes a conversion of assistance through RAD.

<sup>6</sup> HUD Handbook 1378 (Tenant Assistance, Relocation, and Real Property Acquisition), available at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/library/relocation/policyandguidance/handbook1378](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/relocation/policyandguidance/handbook1378).

- RAD: Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), with the implementing PIH Notice 2012-32, REV-1
- URA statute and implementing regulations: 49 CFR part 24
- FHEO: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act
- Section 104(d) of the Housing and Community Development Act of 1974, statute and implementing regulations (if CDBG and/or HOME funds are used): 24 CFR part 42, subpart C

#### 4. **Relocation Planning**

If there is a possibility that residents will be relocated as a result of acquisition, demolition, or rehabilitation for a project converting under RAD, PHAs must undertake a planning process in conformance with URA in order to minimize the adverse impact of relocation (49 CFR 24.205(a)).

While a written Relocation Plan is not a requirement under RAD or URA, the Department strongly encourages PHAs to prepare a written Relocation Plan, both to establish their relocation process and to communicate this process consistently and effectively to all relevant stakeholders. Appendix 1 contains recommended elements of a Relocation Plan.

The following presents a general sequencing of relocation planning activities within the RAD milestones:

Stage	Activities
1. Prior to submission of RAD application	<ul style="list-style-type: none"> <li>• Determine potential need for relocation</li> <li>• Meet with residents to discuss plans, communicate right to return, and solicit feedback</li> <li>• Provide <i>General Information Notice</i> (GIN) to residents</li> <li>• Survey residents to prepare Relocation Plan and relocation process cost estimate</li> </ul>
2. After receipt of the Commitment to Enter into a HAP Contract (CHAP) Award	<ul style="list-style-type: none"> <li>• Prepare Significant Amendment to PHA Plan</li> <li>• Assess and refine need for relocation</li> <li>• Develop a Relocation Plan (See Appendix 1 for recommended content)</li> <li>• Identify relocation housing options</li> </ul>
3. Preparing Financing Plan (due to RAD Transaction Manager no later than 180 days following	<ul style="list-style-type: none"> <li>• Budget for relocation expenses</li> <li>• Submit FHEO Accessibility &amp; Relocation checklist (PHAs may submit Relocation Plan along with checklist)</li> </ul>

Stage	Activities
CHAP award)	
4. Receipt of RAD Conversion Commitment (RCC)	<ul style="list-style-type: none"> <li>• The date of issuance of the HUD RCC marks the date of “Initiation of Negotiations” (ION), as defined in the URA (49 CFR 24.2(a)(15))</li> <li>• Provide residents with appropriate notice informing them if they will be relocated and any associated relocation assistance</li> <li>• Meet with residents to describe approved conversion plans and discuss required relocation</li> </ul>
5. Closing/RAD conversion	<ul style="list-style-type: none"> <li>• Generally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD</li> <li>• PHAs must adhere to notification requirements (described in Paragraph 8 of this Notice): generally, a minimum of 30 days for residents to be temporarily relocated for up to a year, and 90 days for permanent relocation</li> <li>• PHAs seeking to move residents prior to closing must receive prior approval from HUD as described in Paragraph 9 of this Notice</li> </ul>

## 5. Resident Right to Return

RAD program rules prohibit the permanent involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed and is in decent, safe, and sanitary conditions.<sup>7</sup> The period during which residents may need to be temporarily relocated is determined by the period of rehabilitation or construction, which will be specific to each project.

If proposed plans for a project would preclude a resident from returning to the RAD project, the resident must be given an opportunity to comment and/or object to such plans. If the resident objects to such plans, the PHA must alter the project plans to accommodate the resident in the converted project. If a resident agrees to such plans, the PHA must secure informed, written consent from the resident to receive permanent relocation assistance and payments consistent with URA and acknowledge that acceptance of such assistance terminates the resident’s right to return to the project. In obtaining this consent, PHAs must inform residents of their right to return, potential relocation, and temporary and permanent housing options at least 30 days before residents must make a decision. The PHA cannot employ any tactics to pressure residents into

---

<sup>7</sup> Where the transfer of assistance to a new site is approved, residents of the converting project will have the right to reside in an assisted unit at the new site once rehabilitation or new construction is complete.

relinquishing their right to return or accepting permanent relocation assistance and payments.<sup>8</sup> A PHA may not terminate a resident's lease if it fails to obtain this consent.

PHAs must keep documentation of such information provided to residents and such consent by residents. While HUD does not require PHAs to submit documentation of obtaining this consent, PHAs and participants must properly brief residents on their housing and relocation options and must keep auditable written records of such consultation and decisions. HUD may request this documentation during a review of the FHEO Relocation and Accessibility Checklist or if relocation concerns arise.

Examples of project plans that may preclude a resident from returning to the converted RAD project include, but are not limited to:

- Changes in bedroom distribution (i.e. when larger units will be replaced with smaller units such that current residents would become under-housed or when smaller units will be replaced with larger units such that current residents would become over-housed);
- Where a PHA is reducing the number of assisted units at a property by a de minimis amount<sup>9</sup>, but those units are occupied by assisted residents; or
- The reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

In all scenarios where residents voluntarily accept permanent relocation to accommodate project plans, these residents are eligible for permanent relocation assistance and payments under URA. If a resident accepts permanent relocation assistance, the resident surrenders his or her right to return to the completed project.

## **6. Relocation Assistance**

Under RAD, relocation assistance may vary depending on the length of time relocation is required.<sup>10</sup>

- a. In instances when the PHA anticipates that a resident will be relocated for more than a year, the PHA must offer the resident the choice of:
  - Permanent relocation assistance and payments at URA levels; or
  - Temporary relocation assistance, including temporary housing, while the resident retains his or her right to return and reimbursement for all reasonable out-of-pocket expenses associated with the temporary relocation.

---

<sup>8</sup> Persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their accessibility needs must be accommodated.

<sup>9</sup> A reduction in total number of assisted units at RAD project of 5% or less. (Section 1.5.B of PIH 2012-32 REV-1)

<sup>10</sup> Some residents may not qualify for relocation assistance under URA. A nonexclusive listing of persons who do not qualify as displaced persons under URA is at 49 CFR 24.2(a)(9)(ii). See also, Paragraph 1-4(J) of HUD Handbook 1378.

The PHA must give the resident no less than 30 days to decide between permanent and temporary relocation assistance. If the resident elects to permanently relocate with assistance at URA levels, the PHA must inform the resident that his or her acceptance of permanent relocation assistance terminates the resident's right to return to the completed RAD project.

- b. In instances when a resident elects temporary relocation assistance and reoccupies a unit in the completed project within one year, the resident need not be offered permanent relocation assistance pursuant to URA.

Great care must be exercised to ensure that residents are treated fairly and equitably. If a resident is required to relocate temporarily in connection with the project, his or her temporarily occupied housing must be decent, safe, and sanitary and the resident must be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation. These expenses include, but are not limited to, moving expenses and increased housing costs during the temporary relocation.

- c. In the event that a resident elects to receive temporary relocation assistance and the temporary relocation exceeds one year, the resident becomes eligible for all permanent relocation assistance and payments under URA. (This assistance would be in addition to any assistance the person has already received for temporary relocation, and may not be reduced by the amount of any temporary relocation assistance.) In such event, the PHA shall give the resident the opportunity to choose to remain temporarily relocated for an agreed-to period (based on new information about when they can return to the completed RAD unit), or choose to permanently relocate with URA assistance.

PHAs may not propose or request that a displaced person waive rights or entitlements to relocation assistance under the URA. If the resident elects to permanently relocate with URA assistance, the PHA must inform the person that the person's acceptance of URA relocation assistance to permanently relocate will terminate the person's right to return to the completed RAD project. Conversely, unless and until the resident elects to be permanently relocated, the resident may remain temporarily relocated with a right to return to the completed project.

## **7. Initiation of Negotiations (ION) Date**

Eligibility for URA relocation assistance is generally effective on the date of initiation of negotiations (ION) (49 CFR 24.2(a)(15)). For RAD projects, the ION date is the date of the issuance of the RAD Conversion Commitment (RCC).

## **8. Resident Notification**

When a project converting under RAD will include relocation of residents, notice must be provided to those resident households. For each notice listed below, one notice shall be given to each resident household. The purpose of these notifications is to ensure that residents are

informed of their potential rights and the relocation assistance available to them. During initial meetings with residents about RAD and in subsequent communications with residents related to relocation, the PHA should inform residents that if they choose to move after receiving a written GIN, but prior to receiving a RAD Notice of Relocation, they may jeopardize their eligibility for relocation assistance. However, PHAs should note that a resident move undertaken as a direct result of the project may still require relocation assistance and the resident may be eligible to receive permanent relocation assistance under the URA even though the PHA has not yet issued notices.

a. *General Information Notice* (49 CFR 24.203(a) & Handbook 1378, Paragraph 2-3(B))

As soon as feasible in the planning process, the PHA must provide each resident with a written GIN (see sample in Appendix 2) to provide a general description of the project, the activities planned, and the relocation assistance that may become available. URA regulations state that the GIN should be provided *as soon as feasible*. Under RAD, PHAs must provide GINs during the initial RAD resident meetings, before submitting a RAD application. GINs must do at least the following:

- Inform the resident that he or she may be displaced for the project and generally describe the relocation payment(s) for which the resident may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
- Inform the resident that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the resident successfully relocate;
- Inform the resident that, if he or she qualifies for relocation assistance as a displaced person under the URA, he or she will not be required to move without at least 90 days advance written notice, and inform any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;
- Inform the resident that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child (see 49 CFR 24.208(h) for additional information); and
- Describe the resident's right to appeal the PHA's determination as to a person's eligibility for URA assistance.

b. *RAD Notice of Relocation*

If a resident will be relocated to facilitate the RAD conversion, the PHA shall provide notice of such relocation (RAD Notice of Relocation). The PHA shall issue this notice upon the PHA's receipt of the RCC from HUD, which is the ION date.

If residents will not be relocated, notice of relocation is not required, but the PHA should

notify them that they are not being relocated.<sup>11</sup>

The RAD Notice of Relocation must conform to the following requirements:

- The notice must state the anticipated duration of the resident’s relocation.
- PHAs must provide this notice a minimum of 30 days prior to relocation to residents who will be temporarily relocated.<sup>12</sup> Longer notice may be appropriate for persons who will be relocated for an extended period of time (over 6 months), or if necessary due to personal needs or circumstances.
- Residents whose temporary relocation is anticipated to exceed one year must be informed that they will have no less than 30 days to elect temporary or permanent relocation as described in Section 6 of this Notice. When timing is critical for project completion, the 30-day decision period can run concurrently with the 30-day notice period for temporary relocation and with the 90-day period for permanent relocation if the PHA makes available comparable replacement dwellings consistent with 24.204(a).
- Residents who will be permanently relocated must receive written notice a minimum of 90 days prior to relocation. This 90-day time period may only begin once the PHA has made available at least one comparable replacement dwelling consistent with 49 CFR 24.204(a).<sup>13</sup>
- The notice must describe the available relocation assistance, the estimated amount of assistance based on the individual circumstances and needs, and the procedures for obtaining the assistance. The notice must be specific to the resident and his or her situation so that the resident will have a clear understanding of the type and amount of payments and/or other assistance the resident household may be entitled to claim.
- The notice must explain the reasonable terms and conditions under which the resident may continue to lease and occupy a unit in the completed project.
- The notice must state that the PHA will reimburse the resident for all reasonable out-of-pocket expenses incurred in connection with any temporary move. These expenses include, but are not limited to, moving expenses and increased housing costs (rent, utilities, etc.).

c. *Notice of Intent to Acquire* (49 CFR 24.203(d))

---

<sup>11</sup> HUD policy generally requires a “notice of non-displacement” in certain instances; the RAD program does not require this notice. Although the scope of this notice is limited to guidance for projects requiring relocation, PHAs should note, however, that there may be notification requirements for projects that do not involve relocation. The RAD conversion will terminate the resident’s public housing lease and commence a PBV or PBRA lease, even when there is no relocation required. In such instances, state law may impose certain notification requirements. In addition, public housing regulations generally require 30 days’ notice prior to lease termination. PHAs are encouraged to review public housing requirements set forth in 24 CFR parts 5 and 966.

<sup>12</sup> HUD may approve shorter notice periods based on an urgent need due to danger, health, or safety issues or if the person will be temporarily relocated for only a short period.

<sup>13</sup> PHAs should note that URA regulations also require, where possible, that three or more comparable replacement dwellings be made available before a resident is required to move from his or her unit.

For RAD projects involving acquisition, residents may be provided with a notice of intent to acquire (“*Notice of Intent to Acquire*”) prior to the ION date with HUD’s prior approval. Once the Notice of Intent to Acquire is provided, a resident’s eligibility for relocation assistance and payments is established. Therefore, the RAD Notice of Relocation must be provided in conjunction with or after the Notice of Intent to Acquire. A RAD Notice of Relocation would not otherwise be sent prior to the ION date.

Since residents who accept permanent relocation must receive 90 days advanced written notice prior to being required to move, providing residents the Notice of Intent to Acquire and RAD Notice of Relocation prior to the ION date may be necessary to provide sufficient notice of relocation to a resident in instances where there may not be 90 days between the issuance of the RCC (ION date) and the anticipated closing date. This allows the PHA to issue the notice earlier so that relocation may begin upon closing. This allows program participants to conduct orderly relocation upon closing, minimize adverse impacts on displaced persons, and to expedite project advancement and completion.<sup>14</sup>

- d. *URA Notice of Relocation Eligibility – for residents whose temporary relocation exceeds one year* (49 CFR 24.203(b) & Handbook 1378, Paragraph 2-3(C))

After a resident has been temporarily relocated for one year, the PHA must provide a notice of relocation eligibility in accordance with URA requirements (“*Notice of Relocation Eligibility*”). This notice is not required if the resident has already accepted permanent relocation assistance.

The Notice of Relocation Eligibility must conform to URA requirements as set forth in 49 CFR Part 24, to HUD Handbook 1378 and to the following requirements:

- The PHA must provide updated information as to when it is anticipated that the resident will be able to return to the completed project.
- The resident may choose to remain temporarily relocated based upon such updated information or may choose to accept permanent URA relocation assistance in lieu of exercising the right to return.
- If the resident chooses to accept permanent URA relocation assistance and such assistance requires that the resident move, the URA requires such resident to receive 90 days advance written notice of the earliest date they will be required to move (i.e., 90-Day Notice, 49 CFR 24.203(c)). The PHA should be mindful that the 90-day time period may only begin once the PHA has made available at least one “comparable replacement dwellings” as set forth in 49 CFR 24.204(a).

## **9. Initiation of Relocation**

---

<sup>14</sup> PHAs and program participants should note that, in most instances, it will be most appropriate for the acquiring entity to send this notice.

Unless otherwise approved by HUD, relocation may not begin until the date of closing of the RAD transaction and recordation of the RAD Use Agreement. PHAs must provide residents being temporarily relocated at least 30 days advance written notice of the required move. PHAs must give residents being permanently relocated at least 90 days advance written notice of the required move. This means PHAs are advised to plan carefully to account for this 30-day or 90-day notice period to ensure the closing is not delayed.

However, HUD is aware that, in rare cases, some project plans necessitate relocation prior to closing. With prior HUD approval, for projects involving acquisition, PHAs may relocate residents prior to the closing date subject to public housing requirements (see 24 CFR part 5 and 24 CFR 966). PHAs must contact their assigned RAD transaction manager (TM) to discuss plans as early as possible in the process to ensure compliance with all RAD and URA requirements.

If relocation prior to closing is desired, PHAs should submit to the TM the following information, as early as possible in the process:

- A written request for relocation prior to closing. The request must include justification of why the early relocation is necessary for the viability of the RAD transaction. Justification may include the presence of outside financing, such as Low Income Housing Tax Credit (LIHTC) awards, if the PHA can show that early relocation is necessary to meet critical LIHTC deadlines.
- FHEO Accessibility and Relocation Checklist.
- Evidence of intent to comply with public housing requirements, as applicable. Generally, public housing regulations require public housing residents to receive 30 days' notice prior to relocation and that such notice either be published in the PHA's admissions and continued occupancy policies (ACOP) or published elsewhere at least 30 days prior to receipt of such notice (24 CFR parts 5 and 966).

When seeking to relocate residents prior to closing, submission of this request as early as possible is preferred, prior to the 180-day Financing Plan milestone if possible (with Financing Plan submission following the request).

HUD reserves the right to request additional follow-up information, including a Relocation Plan and related budget, prior to approving such requests. PHAs must receive written HUD approval before beginning relocation of residents prior to closing.

Early planning and submission of the Financing Plan and FHEO checklist to HUD will ensure the PHA has built in the 30- or 90-day notice period prior to initiating relocation.

## **10. Fair Housing and Civil Rights Requirements**

PHAs must comply with all applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. Further, communication must be provided in a manner that is effective for persons

with disabilities (24 CFR 8.6) and for person who are Limited English Proficient (see 72 FR 2732). This section discusses some of the PHA's obligations under these laws and regulations. However, the applicability of civil rights laws is not limited to the activities discussed in this section. PHAs conducting relocation activities should familiarize themselves with applicable civil rights statutes, regulations, and guidance, including but not limited to, those listed at the end of this section.

- **Effective Communication for Persons with Disabilities:** Communications and materials must be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8.6), and as applicable, the Americans with Disabilities Act; and for persons who are limited English proficient (*see* 72 Fed Reg 2732). This includes ensuring that training materials are in appropriate alternative formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.
- **Accessible Meeting Facilities for Persons with Disabilities:** When holding public meetings, PHAs must give priority to methods that provide physical access to individuals with disabilities, i.e., holding the meetings, workshops, and briefings or any other type of meeting in an accessible location, in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act of 1990, as applicable. All programs and activities must be held in accessible locations unless doing so would result in an undue financial and administrative burden, in which case the PHA must take any action that would not result in such an alteration or such burden but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity, e.g., briefings at an alternate accessible, in-home briefing. Individuals with disabilities must receive services in the most integrated setting appropriate to their needs. The most integrated setting appropriate to the needs of qualified individuals with disabilities is a setting that enables individuals with disabilities to interact with nondisabled person to the fullest extent possible (28 CFR part 35, appendix B).
- **Meaningful Access for Persons with Limited English Proficiency (LEP):** PHAs must provide meaningful access to programs and activities for persons who have a limited ability to read, speak, or understand English. Any person with LEP who will be temporarily relocated or permanently displaced must have meaningful access to any public meetings regarding the project. In addition, any information provided to residents including, but not limited to, any notices required under the URA, should be provided in the appropriate language to persons with LEP. Generally, PHAs will be responsible for providing oral interpreters at meetings, including ensuring their competence, and covering any associated translation and interpretation costs.
- URA requires that PHAs provide persons who are unable to read or understand the notices, such as persons with disabilities or persons with LEP, with appropriate translation and counseling to ensure that they understand their rights and responsibilities and the assistance available to them (49 CFR 24.5). URA also requires that each notice indicate the name and telephone number of a person to contact with questions or for other

needed help (49 CFR 24.5). This notice should include the number for the telecommunication device for the deaf (TDD) or other appropriate communication device, if applicable (24 CFR 8.6(a)(2)).

- **Comparable Housing for Persons with Disabilities:** PHAs should identify the accessibility needs of residents to be relocated by consulting existing information (e.g., tenant characteristics forms, including identification of the need for accessible unit features; records of approved reasonable accommodations, and records of the presence of accessible unit features). For guidance on providing relocation assistance to persons with disabilities, see Exhibit 3-1 in HUD Handbook 1378.
- **Advisory Services:** PHAs should determine the advisory services that will be necessary to ensure a successful relocation program consistent with 49 CFR 24.205(c). Such advisory services may include housing counseling that should be facilitated to ensure that residents affected by the project understand their rights and responsibilities and the assistance available to them (49 CFR 24.205(c)). Advisory counseling must also inform residents of their fair housing rights and be carried out in a manner that satisfies the requirements of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Executive Order 11063 (49 CFR 24.205(c)(1)). In addition, PHAs should inform residents that if they believe they have experienced unlawful discrimination, they may contact HUD at 1-800-669-9777 (Voice) or 1-800-927-9275 (TDD) or at <http://www.hud.gov>.

#### Fair Housing References:

- Section 504 of the Rehabilitation Act of 1973
  - Regulations: 24 CFR part 8
  - Fair Housing Act Regulations: 24 CFR part 100
  - Title VI of the Civil Rights Act of 1964
  - Regulations: 24 CFR part 1
  - Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) (72 FR 2732)
  - Exhibit 3-1 Compliance with Section 504 of the Rehabilitation Act in HUD Handbook 1378 (Tenant Assistance Relocation and Real Property Acquisition)
-

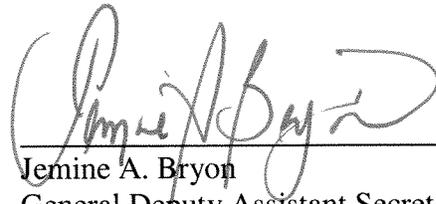
## 11. Other Requirements

### a. Public Housing Program Compliance

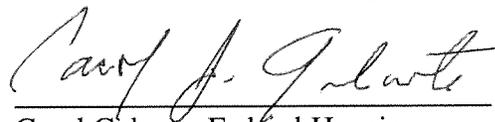
PHAs should note that public housing resident provisions related to occupancy and termination, including grievances and related hearings, will remain in effect until the execution of the new PBV or PBRA Housing Assistance Payment (HAP) contract.

### b. Evictions for Cause

If the PHA determines that a resident was evicted in accordance with applicable state and local law for serious or repeated violation of material terms of the lease, and the eviction was not undertaken for the purpose of evading the obligation to make available URA payments and other assistance, the resident is not entitled to relocation payments and assistance under the URA (49 CFR 24.206).



Jeremie A. Bryon  
General Deputy Assistant Secretary for  
Public and Indian Housing



Carol Galante, Federal Housing  
Commissioner – Assistant Secretary for  
Housing

## APPENDICES

### Appendix 1

#### Recommended Relocation Plan Contents

### Appendix 2

#### Sample RAD General Information Notice (GIN)

### Appendix 3

#### Sample RAD Notice of Relocation (for relocation anticipated for a year or less)

### Appendix 4

#### Sample RAD Notice of Relocation (for relocation anticipated for more than a year)

### Appendix 5

#### Sample Notice of Eligibility for URA Relocation Assistance (for residents who have been temporarily relocated for more than a year)

## **Appendix 1: RECOMMENDED RELOCATION PLAN CONTENTS**

---

While written Relocation Plans are not required under RAD or URA, the Department strongly encourages PHAs to document their relocation planning process and procedures in a written Relocation Plan. The following provides suggested content for Relocation Plans.

### **I. Project Summary**

The Relocation Plan should provide a general description of and purpose for the project (e.g., year built, location, number of units, configuration, occupancy information, and funding sources).

The basic components of a plan include:

- A general description of the project and the site, including acquisition, demolition, rehabilitation, and construction activities and funding sources;
- A detailed discussion of the specific steps to be taken to minimize the adverse impacts of relocation, including when transferring the assistance to a new site;
- Information on occupancy (including the number of residents, residential owner-occupants and non-residential occupants, if any, to be permanently or temporarily relocated);
- Information on relocation needs and costs (including the number of residents who plan to relocate with Section 8 assistance);
- General moving assistance information;
- Temporary move assistance (including information on the duration of temporary moves);
- Permanent move assistance; and
- Appeals process.

### **II. Resident Return and Re-occupancy Policies**

For residents that will be temporarily relocated, the plan should include the criteria that will be used to determine the priority for residents to re-occupy units at the project after rehabilitation, demolition, and/or construction is completed. For example, if units will come online in stages, the plan should outline how the PHA will determine when each resident will return to the project. PHAs should ensure that any written return or re-occupancy policy is compliant with related RAD requirements, such as the right-to-return policy and the “no re-screening upon conversion” policy, as described in the RAD Notice.

### **III. Summary of Moving Costs**

The plan should include a summary of moving costs, identified by move types, including the following:

### Temporary Moves

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same building/complex.
- Number of and cost amount for two-way moves to a unit not in the same building/complex, carried out by the PHA.
- Number of and cost amount for two-way moves to a unit not in the same building/complex not carried out by the PHA.

### Permanent Moves

- Number of and cost amount for one-time moves into another unit in the same building/complex.<sup>15</sup>
- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA.  
PHAs should note that if a residential move is carried out by the PHA at no cost to the resident, this per-household estimate must include the required dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the most current dislocation allowance:  
[http://www.fhwa.dot.gov/real\\_estate/practitioners/uniform\\_act/relocation/moving\\_cost\\_schedule.cfm](http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm)
- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA.

## IV. Temporary Relocation Assistance

The PHA will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), the PHA will send a RAD Notice of Relocation to residents who will be relocated. Appendices 3 and 4 of this Notice contain sample RAD Notices of Relocation to be provided to residents that will be temporarily relocated.

The plan should detail the temporary relocation assistance the PHA will provide for residents (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - The PHA will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The PHA will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation.

NOTE: If a resident's relocation exceeds one year, the PHA must then issue a *Notice of Relocation Eligibility* (49 CFR 24.203(b)) to the resident and offer the resident permanent

---

<sup>15</sup> A resident who moved to another unit in the same building/complex may be considered a displaced person under URA if the resident moves from the building/complex permanently and was not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move within the same building/complex and/or if other conditions of the move within the building/complex were not reasonable.

relocation assistance and payments at URA levels. The PHA must provide this notice to affected residents as soon as the temporary relocation exceeds one year.

- Packing and Moving Assistance - Since most residents prefer to pack their own personal possessions and items of value, they should be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the PHA should provide the resident with information on how to request this assistance. The PHA is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. The PHA may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.
- Payment for Temporary Relocation Moving Expenses - The plan should also indicate how the PHA intends to provide or reimburse for moving services and expenses. The PHA can choose to do one or more of the following:
  - Undertake the moves itself, using force account labor or a moving company;
  - Use PHA's contractor or moving company;
  - Carry out moves with employees of the PHA;
  - Reimburse residents for all actual and reasonable moving costs.

NOTE: The PHA will not make fixed payments since such payments may not be representative of actual reasonable costs incurred. However, in order for a resident to be sure of full reimbursement, the resident should submit a moving cost estimate to the PHA for approval prior to the move unless the PHA is directly carrying out the move and the resident will not incur any reasonable out-of-pocket moving expenses. Failure to do so may result in the resident not being fully reimbursed.

- Utility Costs - The PHA is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, the PHA is responsible for covering the expenses involved in transferring existing service. The PHA may also pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). If a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the PHA utility allowance is lower than the actual costs to the resident.

## **V. Permanent Relocation Assistance**

Based on the local housing resources available, the PHA should identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;

- Private-market rental housing (affordable, non-subsidized).<sup>16</sup>

The plan should describe each type of replacement housing projected to be available, including:

1. Number of units, by bedroom size, expected to be available, and discussion of whether available units will meet dwelling requirements of relocated residents;
2. General area or location of unit(s);
3. Criteria for receiving relocation assistance; and
4. Any other information that might benefit residents in their consideration of housing choices.

The plan should include a description of the permanent relocation assistance the PHA will provide to residents. This assistance includes:

- Availability of Comparable Replacement Housing – Under URA, no displaced resident will be required to move unless at least one comparable replacement dwelling (49 CFR 24.2(a)(6)) is made available at least 90 days before the required move (49 CFR 24.203(c)). Comparable replacement dwellings must contain the accessibility features needed by displaced persons with disabilities (49 CFR 24.2(a)(8)(vii); 49 CFR part 24, Appendix A, §24.2(a)(8)(vii)). If the comparable replacement dwelling is not subsidized housing, the PHA should contact the RAD staff for advice on replacement housing payment requirements.
- Referral to Housing Not Located in an Area of Minority Concentration - Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings that are within their financial means and not located in areas of minority concentration (49 CFR 24.205(c)(2)(ii)(D)). However, this policy does not require a PHA to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling unit.
- Permanent Relocation Moving Expenses from Public Housing to Public Housing - The PHA may choose one of the following options for covering the expenses involved in moving public housing residents that are relocated into other public housing:
  - Undertake the move itself, using force account labor or a moving company. Residents should incur no moving costs under this option, but if such expenses are incurred, the PHA is responsible for reimbursing the resident for any such actual and reasonable expenses. In such case, the resident is also entitled to a dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the current dislocation allowance and is available at:  
[http://www.fhwa.dot.gov/real\\_estate/practitioners/uniform\\_act/relocation/moving\\_cost\\_schedule.cfm](http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm)

---

<sup>16</sup> Every effort should be made to find another subsidized unit as replacement housing for a resident relocating from subsidized housing so that the resident will continue receiving the housing subsidy as long as it is needed.

NOTE: Residents who prefer to pack their own personal possessions and items of value may be provided packing instructions, boxes, markers, and tape for their move. If a resident needs assistance in packing, they should contact the PHA. It is the responsibility of the PHA to pack and move all of their belongings and household goods, if so desired.

- Allow the resident to elect one of the following choices:
  - 1) The PHA will reimburse the resident for the cost of all actual reasonable and necessary moving and related expenses (49 CFR 24.301), such as:
    - Transportation of the resident and personal property. This may include reimbursement at the current mileage rate for personally owned vehicles that need to be moved. Transportation costs for a distance beyond 50 miles are not eligible, unless the PHA determines that relocation beyond 50 miles is justified.
    - Packing, crating, uncrating, and unpacking of personal property.
    - Storage of personal property for a period not to exceed 12 months, unless the PHA determines that a longer period is necessary.
    - Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.
    - Insurance for the replacement value of the property in connection with the move and necessary storage.
    - The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
  - 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49 CFR 24.302), available at:  
[http://www.fhwa.dot.gov/real\\_estate/practitioners/uniform\\_act/relocation/moving\\_cost\\_schedule.cfm](http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm)
- Permanent Relocation Moving Expenses for All Other Moves – Under URA, residents who are permanently displaced, except for those residents displaced from public housing and moving to other public housing, are entitled to the assistance described in the brochure *Relocation Assistance To Residents Displaced From Their Homes*, available in English at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_16280.doc](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16280.doc) and in Spanish at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_16281.doc](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16281.doc). Residents may choose moving assistance from one of the following two options.
  - 1) The PHA will reimburse the resident for the cost of all actual reasonable moving and related expenses (49 CFR 24.301).
  - 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49

CFR 24.302), available at:

[http://www.fhwa.dot.gov/real\\_estate/practitioners/uniform\\_act/relocation/moving\\_cost\\_schedule.cfm](http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm).

- Replacement Housing Payment - In addition to covering moving expenses, displaced residents may be entitled to a replacement housing payment (RHP). This payment is intended to cover the increase, if any, in monthly housing costs for a 42-month period.

When calculating the RHP, the PHA must consider the comparable replacement housing unit offered to the resident. Since the PHA is not required to pay an RHP amount that exceeds the amount of RHP calculated for the offered comparable replacement dwelling, residents are cautioned to work closely with the PHA prior to their move.

- Accessible Housing for Persons with Disabilities - Under the URA, persons with disabilities who will be permanently displaced must be relocated to a replacement dwelling that contains the accessibility features they need (49 CFR 24.2(a)(8)(vii); 49 CFR Appendix A, 24.2(a)(8)(vii)). A person with disabilities who has been relocated must be offered a comparable replacement dwelling unit that contains accessible features comparable to the housing from which the tenant has been displaced or relocated. This is so even if the tenant has paid for the acquisition and/or installation of accessible features in the housing from which he or she has been relocated; in such instances, the recipient must ensure that the replacement housing contains comparable accessible features or provide relocation assistance to the tenant in an amount that covers the cost of acquiring and/or installing comparable accessible features. Under the URA, an agency may use project funds to remove architectural barriers for displaced owners and tenants with disabilities or take other last resort housing measures if comparable replacement dwelling units are not available within the monetary limits prescribed under the URA regulations (49 CFR 24.404(c)(vii); HUD Handbook 1378, Paragraph 3-8).

## **VI. Relocation Budget**

Based on the results of the planning process, the PHA should create a relocation budget that includes the following six components:

- 1) The cost of administering the plan and providing assistance and counseling.
- 2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).
- 3) The cost of the physical move of the residents' belongings. (It is suggested that the move costs be broken down by average cost per move type multiplied by the number of moves.)

NOTE: This physical move cost total should be based on the move scenarios anticipated

or projected by the resident survey.

- 4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.
- 5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).
- 6) Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. (The PHA should state where these costs are indicated in the application, or attach any other information required by HUD, to support these costs.)

## **VII. Appeal Process**

If a resident disagrees with the PHA's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the PHA. The Relocation Plan should describe the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is involved). At a minimum, the resident will have 60 days to file an appeal with the PHA after receiving written notification of a claim or ineligibility determination.

## **VIII. Certification**

The plan should contain a certification of compliance with the URA and, if applicable, section 104(d).

## **Technical Assistance**

The PHA should direct questions on this Notice's relocation assistance requirements to their RAD Transaction Manager or email [rad@hud.gov](mailto:rad@hud.gov).

## Appendix 2: SAMPLE RAD GENERAL INFORMATION NOTICE (GIN)

---

### PHA LETTERHEAD

#### RENTAL ASSISTANCE DEMONSTRATION (RAD) GENERAL INFORMATION NOTICE (GIN)

[Date]

Dear [Resident Name],

The property you currently occupy is being proposed for participation in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. At this time, we expect that [the proposed acquisition, rehabilitation or demolition, may require you to be relocated (temporarily or permanently) from your unit]. We will provide further details to you as plans develop. **This notice does not mean that you need to leave the property at this time. This is not a notice of eligibility for relocation assistance.** The remainder of this letter only applies to situations where you will need to be relocated from your unit.

This notice serves to inform you of your potential rights under the RAD program and a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). If the proposed RAD project receives HUD approval and if you are displaced permanently as a result, you may become eligible for relocation assistance and payments under the URA, including:

- 1) Relocation advisory services that include referrals to replacement properties, help in filing payment claims and other necessary assistance to help you successfully relocate;
- 2) At least 90 days' advance written notice of the date you will be required to move;
- 3) Payment for moving expenses; and
- 4) Payments to enable you to rent a similar replacement home.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an immigrant lawfully present in the United States.

As a resident of a property participating in RAD, you have the right to return to the project after the project is complete. You will be able to lease and occupy a unit in the converted project when rehabilitation is complete.

If you are permanently displaced from your home, you will not be required to move until you are given at least 90-day advance written notice of any required move and at least one comparable replacement dwelling has been made available to you. If you are temporarily relocated and your temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition

to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance you have already received.

If you are required to relocate from the property in the future, you will be informed in writing. [PHA] will inform you of what assistance and payments you are eligible for if you will be relocated because of RAD and how you will receive these payments. If you become a displaced person, you will be provided reasonable assistance necessary to complete and file any required claim to receive a relocation payment. If you feel that your eligibility for assistance is not properly considered, you will also have the right to appeal a determination on your eligibility for relocation assistance.

You should continue to pay your rent and meet any other requirements specified in your lease. If you fail to do so, [PHA] may have cause for your eviction. If you choose to move, or if you are evicted, prior to receiving a formal notice of relocation eligibility, you may become ineligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact: [Name, Title, Address, Phone, Email Address]. This letter is important to you and should be retained.

Sincerely,

[Name]

[Title]

NOTES:

1. Files must indicate how this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378)
2. This is a sample GIN. PHAs should revise it to reflect project-specific circumstances.
3. PHAs may provide residents with HUD brochure "Relocation Assistance To Residents Displaced From Their Homes" available at:  
<http://www.hud.gov/offices/cpd/library/relocation/publications/1042.pdf>.

**Appendix 3: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for a year or less)**

---

***THIS IS A GUIDE FORM.  
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA) notified you of proposed plans to [acquire/ rehabilitate/demolish] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation payments and assistance.

However, **you do not need to move now**. This notice informs you that a decent, safe, and sanitary dwelling unit, listed below, has been made available to you and you will be required to move by [*insert date at least 30 days after the date of this notice*].

If your temporary relocation exceeds one year and you qualify as a "displaced person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may be eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

The relocation assistance to which you are entitled includes:

- **Payment for Moving Expenses**. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary

move. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]*

- The location of your temporary replacement unit is *[address]*. This temporary housing has been determined to be decent, safe and sanitary.
- *[List appropriate relocation advisory services and any other services and assistance provided.]*

If you disagree with this determination, you may file a written appeal to the PHA in accordance with 49 CFR 24.10.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact *[Name, Title, Address, Phone, Email Address]* before you make any moving plans. He/she will assist you with your move to a temporary unit and help ensure that you preserve your eligibility for any relocation payments to which you may be entitled.

**Remember, do not move or commit to the purchase or lease of a replacement home** before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

\_\_\_\_\_  
Print name:

Title:

*NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)*

**Appendix 4: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for more than a year)**

---

***THIS IS A GUIDE FORM.  
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA), notified you of proposed plans to [*acquire/ rehabilitate/demolish*] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation assistance and payments. Because we expect your relocation to exceed one year, you have the choice to either:

- Receive temporary relocation assistance and return to a unit in the RAD project once it is complete; or
- Receive permanent relocation assistance and payments consistent with the URA instead of returning to the completed RAD project.

You must inform us of your choice within 30 days.

However, **you do not need to move now**. If you choose temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive written notice that at least one comparable replacement unit is available to you in accordance with 49 CFR 24.204(a). [*Note to PHA: These time periods may start running as of the date of this Notice if the notice of relocation includes such information on the temporary and/or comparable replacement dwelling options, as applicable. In such circumstance, add applicable sentences to adequately notify the resident. For example: This notice informs you that a temporary unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [date no sooner than 30 days after notice]. This notice informs you*

that a comparable unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [*date no sooner than 90 days after notice*].]

If you choose temporary relocation, your relocation exceeds one year and you qualify as a “displaced person” under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may become eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you choose to receive temporary relocation assistance, this assistance will include:

- Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary move. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.*]
- The location of your temporary replacement unit is [*address*]. This temporary housing has been determined to be decent, safe and sanitary.
- [*List appropriate relocation advisory services and any other services and assistance provided.*]

If you elect to receive permanent relocation assistance, this assistance will include:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.*]
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [*PHA: list here any permanent relocation assistance offered, such as a Housing Choice Voucher.*]

- Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately [\$ (42 x monthly amount)], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#]\_\_ installments.

You may choose to purchase (rather than rent) a decent, safe and sanitary replacement home. If you do, you would be eligible for a down-payment assistance payment which is equal to your maximum replacement housing payment, [\$amount.] [PHAs should note that, at the agency's discretion, a down-payment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).] Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

**Remember, do not move or commit to the purchase or lease of a replacement home** before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

\_\_\_\_\_

Print name:

Title:

Enclosure/s

*NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)*

**Appendix 5: SAMPLE NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE (For residents who have been temporarily relocated for more than a year)**

---

***THIS IS A GUIDE FORM.  
IT SHOULD BE REVISED TO REFLECT THE CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident*]:

The property you formerly occupied at [*address*] is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. You have been temporarily relocated from that property since [*date.*] Your temporary relocation has exceeded one year.

It has been determined that you qualify as a "displaced person" according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You are eligible for relocation assistance and payments under the URA.

**You may choose to remain temporarily relocated and return to a unit in the RAD project once it is completed.** It is currently estimated that you may return to the RAD project by [*date*]. If you choose to remain temporarily relocated, you will stay at your current location until the RAD project is completed.

Alternatively, you may choose permanent relocation assistance and payments for which you are eligible, as listed below. If you choose permanent relocation assistance, you give up your right to return to the completed RAD project. However, **you do not need to move now.** If you choose permanent relocation assistance instead of exercising your right to return to the completed RAD project, you will not be required to move sooner than 90 days from the date that at least one comparable replacement unit has been made available to you. [*Alternatively: You will not be required to move sooner than 90 days from the date of this notice, which informs you of a comparable replacement unit that has been made available for you.*]

**This is your Notice of Eligibility for relocation assistance.**

**The effective date of your eligibility is [*insert date that relocation exceeds one year.*]**

**NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h).** All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

The relocation assistance to which you are entitled includes:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.*] This is in addition to any amounts received to reimburse for any reasonable out-of-pocket expenses incurred in connection with the temporary move.
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [*PHA list here any other relocation assistance offered the resident, such as Housing Choice Voucher .*]

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

We believe that the unit located at [*address*] is most representative of the original unit you occupied in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is \$[*amount*] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$ [42 x \$Amount], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

Should you choose to purchase (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for a downpayment assistance payment which is equal to your maximum replacement housing payment, [\$ amount] [*PHAs should note that, at the agency's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).*] Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe, and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for any applicable relocation payments.

**Remember, do not move or commit to the purchase or lease of a replacement home** before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

---

Print Name:

Title:

Enclosure/s

*NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)*