



## **2021 PHA ANNUAL PLAN**

**DRAFT COPY SUBMITTED TO THE BOARD  
OF COMMISSIONERS:**

November 16, 2020

**FINAL COPY APPROVED BY THE BOARD OF  
COMMISSIONERS:**

TBD

### **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:**

**DR. NADINE JARMON**

**INTERIM EXECUTIVE DIRECTOR EMAIL:**

**[NJARMON@MHAPHA.ORG](mailto:NJARMON@MHAPHA.ORG)**





**U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT**

Little Rock Field Office, Region VI

Office of Public Housing

425 West Capitol Avenue, Suite 1000

Little Rock, AR 72201

Phone (501) 324-5933 - Fax (501) 324-5900

[www.hud.gov](http://www.hud.gov)

September 15, 2020

Ms. Jarmon  
Acting Executive Director  
100 S. Arch St.  
Little Rock, AR 72201

Dear Ms. Jarmon:

SUBJECT: 2020 5-Year Plan – Little Rock HA (AR004)

This letter is to inform you that your 2020 5-Year Plan submission for fiscal year ended 12/31 is approved.

This approval of the Plan does not constitute an endorsement of the strategies and policies outlined in the Plan. In providing assistance to families under programs covered by this Plan, you will comply with the rules, standards, and policies established in your Plan, as provided in 24CFR Part 903 and other applicable regulations.

Your approved Plan and all required attachments/documents must be made available for review and inspection at the principal office of the PHA during normal business hours. Once posted, your Plan will remain on display until your next submitted Plan is approved by HUD (whether next year's Plan or an intervening significant amendment/modification).

If you have any questions regarding your Plan, please contact Mr. Corey Grant at (501) 918-5748.

Thank you,

**Diane R. Wallace**  
**Administrative Program Assistant**  
**U.S. Department of Housing & Urban Development**  
**Region VI**  
**Little Rock, AR 72201**  
**(501) 918-5741**  
Email: [diane.r.wallace@hud.gov](mailto:diane.r.wallace@hud.gov)

<b>Streamlined Annual PHA Plan</b> <i>(Small PHAs)</i>	<b>U.S. Department of Housing and Urban Development</b> <b>Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226</b> <b>Expires: 02/29/2016</b>
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**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

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

**Definitions.**

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

<b>A.</b>	<b>PHA Information.</b>																														
<b>A.1</b>	<p> <b>PHA Name:</b> Housing Authority of the City of Little Rock, AR <b>PHA Code:</b> AR004  <b>PHA Type:</b> <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performer  <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): <u>02/2021</u>  <b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)  <b>Number of Public Housing (PH) Units</b> <u>248</u> <b>Number of Housing Choice Vouchers (HCVs)</b> <u>2,913</u>  <b>Total Combined</b> <u>3161</u>  <b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission </p> <p> <b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. </p> <p> <input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a Joint PHA Plan and complete table below) </p> <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
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<b>B.</b>	<b>Annual Plan Elements Submitted with 5-Year PHA Plans.</b> Required elements for all PHAs completing this document in years in which the 5-Year Plan is also due. This section does not need to be completed for years when a PHA is not submitting its 5-Year Plan. See Section C for required elements in all other years (Years 1-4).
<b>B.1</b>	<b>Revision of PHA Plan Elements.</b>  (a) Have the following PHA Plan elements been revised by the PHA since its last <b>Five-Year PHA Plan</b> submission?  Y   N <input checked="" type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs. <input checked="" type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. <input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources. <input checked="" type="checkbox"/> <input type="checkbox"/> Rent Determination. <input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs. <input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation. <input checked="" type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification  B.1 (a) Revision of PHA Plan Elements <ul style="list-style-type: none"> <li>• COVID-19 Waivers</li> <li>• PH Waiting List numbers</li> <li>• Section 8 Waiting List Numbers</li> <li>• Website Platform to include Digital Signatures</li> <li>• Updated Rent Determination Figures</li> </ul> (b) The PHA must submit its Deconcentration Policy for Field Office Review. <ul style="list-style-type: none"> <li>• Changes to the Admin Plan</li> <li>• Add the relocation plans from developers</li> </ul> (c) If the PHA answered yes for any element, describe the revisions for each element below: <ul style="list-style-type: none"> <li>• Executive Summary formalizing the changes – See Attachment</li> </ul>
<b>B.2</b>	<b>New Activities.</b>  (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?  Y   N <input checked="" type="checkbox"/> <input type="checkbox"/> Hope VI or Choice Neighborhoods. <input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development. <input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition. <input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant Based Assistance. <input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD. <input checked="" type="checkbox"/> <input type="checkbox"/> Project Based Vouchers. <input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization. <input checked="" type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).  B.2 (a) New Activities <ul style="list-style-type: none"> <li>• Sunset Terrace Redevelopment and Elm Street Community improvements to contribute in the leveraging plans to move forward with Choice Neighborhood</li> <li>• Infill Housing Opportunities to meet Senior Housing Needs – Charles Bussey (\$550,000 Infrastructure Cost) use Small house plans 21 lots/\$125,000 per unit</li> <li>• RAD-Section 18 Blend for Sunset Terrace combining Central and Stephens to leverage the 25 Section 8 TPV's/75 RAD Unit Blend</li> <li>• Provide a number for the upcoming PBV</li> <li>• Provide in the request to apply for the Emergency Safety and Security Grant for Sunset Terrace RAD conversion.</li> <li>• Plan to apply for Emergency and Safety and Security for Elm Street</li> <li>• Note the preparation for the NSP building located at 1218 MLK (\$757,500 for Construction &amp; Engineering Fees)</li> <li>• Infill Housing on lots owned by MHA – potential use for Mainstream Vouchers, FSS and for sale to Veterans (Madison IIII)</li> </ul> (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.



<b>B.3</b>	<p><b>Progress Report.</b></p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan.</p> <p>As we near the end of the funding stage for the final major construction to take place under the RAD conversion. Staff will align with the Board of Commissioners to plan for the development of additional housing to meet the needs within the very low income housing community. This expansion will include building a newly constructed four-plex in conjunction with the Neighborhood Stabilization funding from the City of Little Rock. The agency also plans to look into its leveraging options for a building once used to house the administrative staff that is now vacated. In an effort to leverage this location, MHA could potentially fund the entire capital to expand the senior units from four to eight while building a partnership with the largest investor in the community Arkansas Children's hospital.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 10%;">2018</td> <td style="width: 30%;">Jesse Powell Towers Cumberland Towers Fred Parris Towers Madison Heights III</td> <td style="width: 10%;">169 178 250 20</td> <td style="width: 10%;"></td> <td style="width: 40%;">RAD Construction 100% Complete - 2019 RAD Construction 100% Complete - 2019 RAD Construction 100% Complete - 2019 RAD Straight Conversion Completed</td> </tr> <tr> <td>2019</td> <td>Sunset Terrace Central &amp; Stephens</td> <td>87</td> <td></td> <td>RAD Financing Stage</td> </tr> <tr> <td>2019</td> <td>University Heights/ Madison Heights I</td> <td>59</td> <td></td> <td>RAD Financing Stage</td> </tr> <tr> <td>2019</td> <td>Madison Heights II</td> <td>38</td> <td></td> <td>RAD Financing Stage</td> </tr> <tr> <td>2020</td> <td>Neighborhood Stabilization</td> <td>4</td> <td>NSP II, Reserves</td> <td>NSP 2 funds provided funds for acquisition of a four-plex located on MLK will be constructed as additional units to add the minimum of 3 single family attached</td> </tr> <tr> <td>2020</td> <td>Madison Heights III</td> <td>20</td> <td></td> <td>Partnership</td> </tr> <tr> <td>2021</td> <td>Madison Heights Phase IIII</td> <td>24</td> <td>TC,CFP Reserve</td> <td>The new construction of 24 single family residents</td> </tr> <tr> <td>2022</td> <td>Wolfe Street</td> <td>25</td> <td>TC, Reserve</td> <td>The expansion of this site shall be an additional phase to expand the existing site. Mixed Finance/ Grocery/SFR</td> </tr> <tr> <td>2023</td> <td>Roosevelt</td> <td>40</td> <td></td> <td>New Construction</td> </tr> </table> <p><b>Sources Key:</b>            TC: Tax Credits            RHF: Replacement Housing Factor Funds            HOME: HOME Investment Program            AHP: Affordable Housing Program            CFP: Capital Fund Program            PBV: Project Based Vouchers            NSP2: Neighborhood Stabilization Program</p>					2018	Jesse Powell Towers Cumberland Towers Fred Parris Towers Madison Heights III	169 178 250 20		RAD Construction 100% Complete - 2019 RAD Construction 100% Complete - 2019 RAD Construction 100% Complete - 2019 RAD Straight Conversion Completed	2019	Sunset Terrace Central & Stephens	87		RAD Financing Stage	2019	University Heights/ Madison Heights I	59		RAD Financing Stage	2019	Madison Heights II	38		RAD Financing Stage	2020	Neighborhood Stabilization	4	NSP II, Reserves	NSP 2 funds provided funds for acquisition of a four-plex located on MLK will be constructed as additional units to add the minimum of 3 single family attached	2020	Madison Heights III	20		Partnership	2021	Madison Heights Phase IIII	24	TC,CFP Reserve	The new construction of 24 single family residents	2022	Wolfe Street	25	TC, Reserve	The expansion of this site shall be an additional phase to expand the existing site. Mixed Finance/ Grocery/SFR	2023	Roosevelt	40		New Construction
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<b>C.</b>	<p><b>Annual Plan Elements Submitted All Other Years (Years 1-4).</b> Required elements for all other fiscal years. This section does not need to be completed in years when a PHA is submitting its 5-Year PHA Plan.</p>																																																	
<b>C.1.</b>	<p><b>New Activities</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y    N</p> <p><input type="checkbox"/> <input type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input type="checkbox"/> <input type="checkbox"/> Project Based Vouchers.</p> <p><input type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process.</p>																																																	

	<p>(c) If using Project-Based Vouchers, provide the projected number of project-based units, general locations, and describe how project-basing would be consistent with the PHA Plan.</p> <p>(d) The PHA must submit its Deconcentration Policy for Field Office Review.</p>
<b>C.2</b>	<p><b>Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan</b></p> <p><u>Form 50077-SM</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, including Item 5 must be submitted by the PHA as an electronic attachment to the PHA Plan. Item 5 requires certification on whether plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public.</p>
<b>D</b>	<b>Other Document or Certification Requirements for Annual Plan Submissions. Required in all submission years.</b>
<b>D.1</b>	<p><b>Civil Rights Certification.</b></p> <p><u>Form 50077-SM-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<b>D.2</b>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y   N  <input checked="" type="checkbox"/>   <input type="checkbox"/></p> <p>If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<b>D.3</b>	<p><b>Certification by State or Local Officials.</b></p> <p><u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<b>E</b>	<b>Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</b>
<b>E.1</b>	<p><b>Capital Improvements.</b> Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p>

## Instructions for Preparation of Form HUD-50075-SM Annual Plan for Small and High Performing PHAs

### A. PHA Information. All PHAs must complete this section.

**A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory**, **Number of Public Housing Units and or Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. ([24 CFR §903.23\(4\)\(e\)](#))

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

### B. Annual Plan. PHAs must complete this section during years where the 5-Year Plan is also due. (24 CFR §903.12)

**B.1 Revision of PHA Plan Elements.** PHAs must:



Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. [24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.12\(b\)](#). 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. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent it pertains to the housing needs of families that are on the PHA's public housing and Section 8 tenant-based assistance waiting lists. [24 CFR §903.7\(a\)\(2\)\(ii\)](#) and [24 CFR §903.12\(b\)](#).

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection and Admissions.** Describe the PHA's admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA's policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to [24 CFR §903.2\(b\)\(2\)](#) for developments not subject to deconcentration of poverty and income mixing requirements. [24 CFR §903.7\(b\)](#). Describe the PHA's procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists. [24 CFR §903.7\(b\)](#). A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. ([24 CFR §903.7\(b\)](#)) Describe the unit assignment policies for public housing. [24 CFR §903.7\(b\)](#)

☐ **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. ([24 CFR §903.7\(c\)](#))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. ([24 CFR §903.7\(d\)](#))

☐ **Homeownership Programs.** A description of any homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. For years in which the PHA's 5-Year PHA Plan is also due, this information must be included only to the extent that the PHA participates in homeownership programs under section 8(y) of the 1937 Act. ([24 CFR §903.7\(k\)](#) and [24 CFR §903.12\(b\)](#)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define 'significant amendment/modification', HUD will consider the following to be 'significant amendments or modifications': a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency public housing CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan); or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: [Notice PIH 1999-51](#). ([24 CFR §903.7\(r\)\(2\)\(ii\)](#))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see [24 CFR 903.2](#). ([24 CFR §903.23\(b\)](#))

**B.2 New Activities.** If the PHA intends to undertake any new activities related to these elements or discretionary policies in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Hope VI or Choice Neighborhoods.** 1) A description of any housing (including project name, number (if known) and unit count) for which the PHA will apply for HOPE VI; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. ([Notice PIH 2010-30](#))

☐ **Mixed Finance Modernization or Development.** 1) A description of any housing (including name, project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for 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>. ([Notice PIH 2010-30](#))

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including name, 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. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. 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). ([24 CFR §903.7\(h\)](#))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received 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>. ([24 CFR §903.7\(j\)](#))

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. ([24 CFR §983.57\(b\)\(1\)](#)) If using project-based vouchers,



provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

**B.3 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

**C. Annual Plan.** PHAs must complete this section during years where the 5-Year Plan is not due. (24 CFR §903.12)

**C.1 New Activities.** If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **Hope VI or Choice Neighborhoods.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

☐ **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 Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for 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>. (Notice PIH 2010-30)

☐ **Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (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. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed. 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). (24 CFR §903.7(h))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received 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>. (24 CFR §903.7(j))

☐ **Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to project-based assistance under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32](#)

☐ **Project-Based Vouchers.** Describe any plans to use HCVs for new project-based vouchers. (24 CFR §983.57(b)(1)) If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with [24 CFR §990.145\(a\)\(1\)](#).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

**C.2 Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing form HUD-50077 SM-HP.

**D. Annual Plan.** PHAs must complete this section in all years.

**D.1 Civil Rights Certification.** Form HUD-50077 SM-HP, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the 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. (24 CFR §903.7(o))

**D.2 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

**D.3 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15)

**E. Statement of Capital Improvements.** PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. (24 CFR 903.7 (g))

**E.1 Capital Improvements.** In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: "See HUD Form 50075.2 approved by HUD on XX/XX/XXXX."



**Little Rock Housing Authority  
FY 2021  
Plan Elements**

**Element B**

**Statement of Capital Improvements**

**B.1 Revision of PHA Plan Elements**

**Revision of PHA ELEMENTS**

- **COVID-19 Waiver**
- **PH Waiting List Numbers**
- **HCV Waiting List Numbers**
- **Website platform to include Digital Signatures**
- **Update Rent Determination Figures**
- **Update in Software platform and system**

**Little Rock Housing Authority  
FY 2021  
Plan Elements**

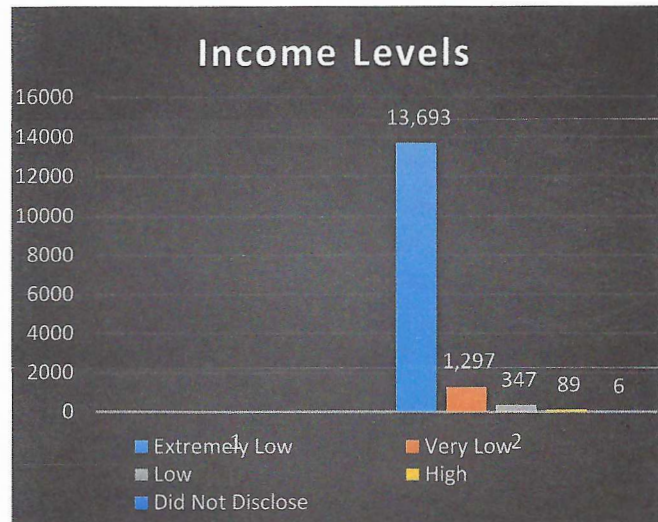
**Element C**

**C.1 New Activities**

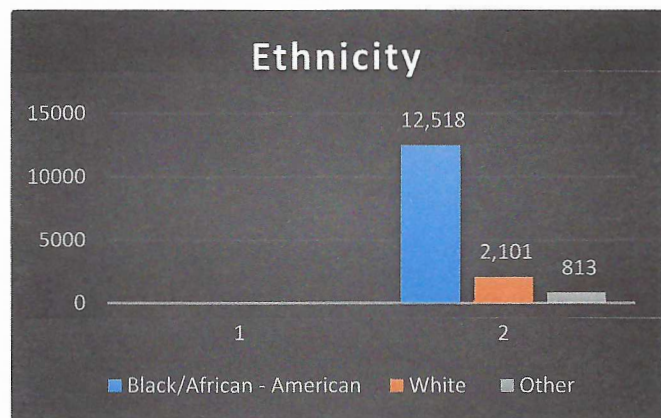
- Sunset Development
- Elm Street Community improvements to contribute in the leveraging plans to move forward with Choice Neighborhood
- Infill Housing Opportunities to meet Senior Housing Needs- Charles Bussey (\$550,000 Infrastructure Cost) use Small house plans 21 lots/\$125,000 per unit
- RAD-Section 18 Blend for Sunset Terrace combining Central and Stephens to leverage the 25 Section 8 TPV's/75 RAD Unit Blend
- Provide a number for the upcoming PBV
- Provide in the request to apply for the Emergency Safety and Security Grant for Sunset Terrace RAD conversion.
- Plan to apply for Emergency and Safety and Security for Elm Street
- Note the preparation for the NSP building located at 1218 MLK (\$757,500 for Construction & Engineering Fees)
- Infill Housing on lots owned by MHA – potential use for Mainstream Vouchers, FSS and for sale to Veterans (Madison IIII
- Partnership with City of Little Rock for vacant lot disposition
- Various development initiatives in conjunction with Central Arkansas Housing Corporation
- Strategy for 1000 Wolfe Street building
- Strategy for 100 S. Arch Street

# Metropolitan Housing Alliance Public Housing Waiting List Demographics

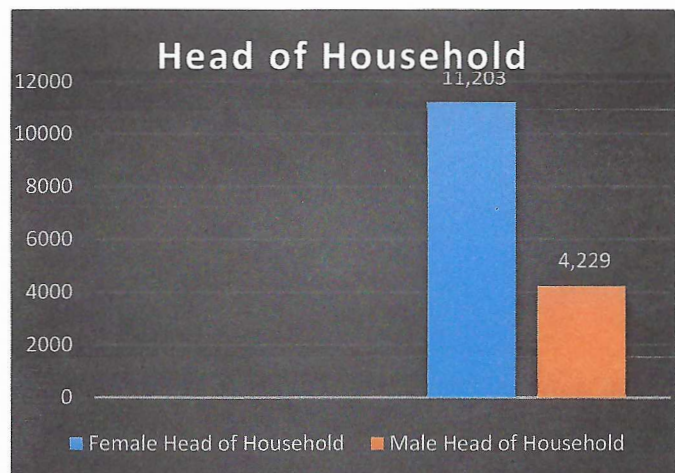
Income Level - 15432		
Extremely Low	13,693	
Very Low	1,297	
Low	347	
High	89	
Did Not Disclose	6	



Ethnicity - 15432		
Black/African - American	12,518	
White	2,101	
Other	813	



Head of Household - 15432		
Female Head of Household	11,203	
Male Head of Household	4,229	





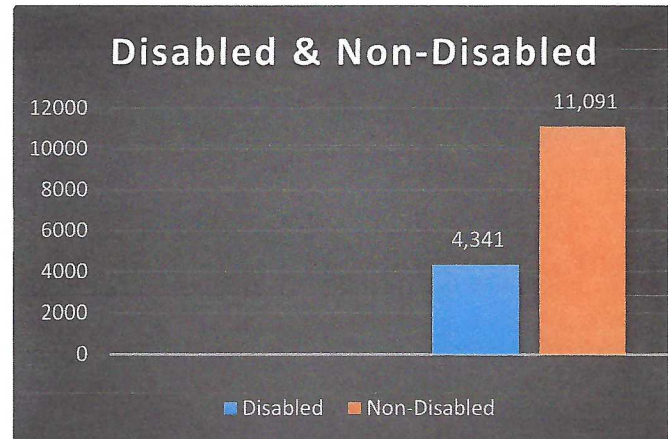
# Metropolitan Housing Alliance

## Public Housing Waiting List Demographics

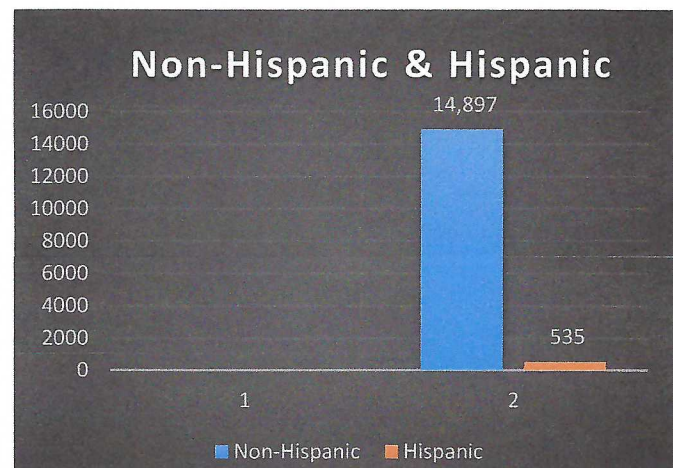
Elderly & Non-Elderly - 15432			
Elderly		942	
Non-Elderly		14,487	



Disabled & Non-Disabled - 15432			
Disabled		4,341	
Non-Disabled		11,091	



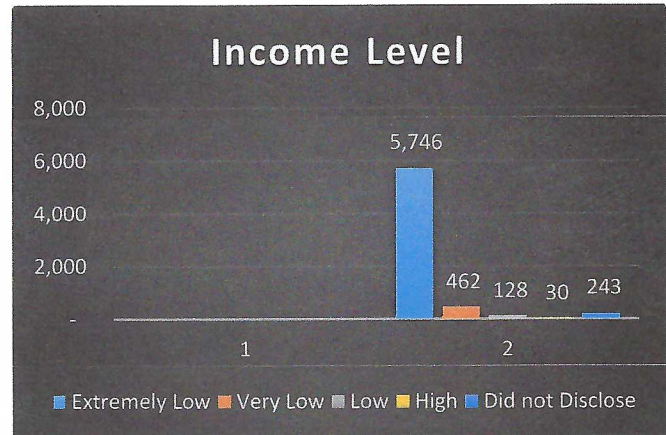
Non-Hispanic & Hispanic - 15432			
Non-Hispanic		14,897	
Hispanic		535	



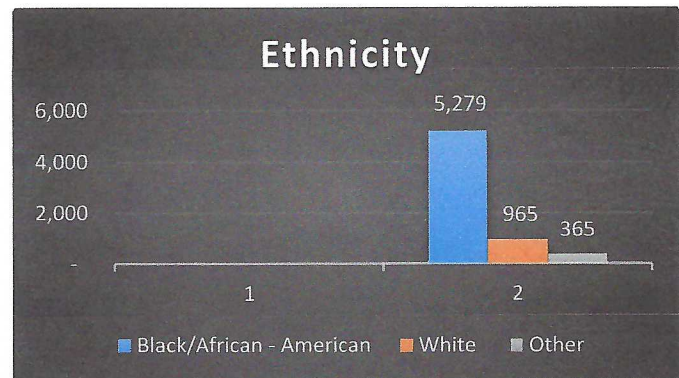
# Metropolitan Housing Alliance

## Housing Choice Voucher Waiting List Demographics

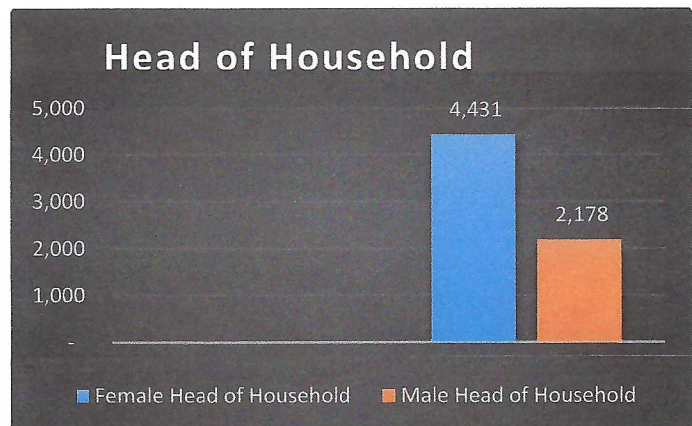
Income Level - 6609			
Extremely Low		5,746	
Very Low		462	
Low		128	
High		30	
Did Not Disclose		243	



Ethnicity - 6609			
Black/African - American		5,279	
White		965	
Other		365	



Head of Household - 6609			
Female Head of Household		4,431	
Male Head of Household		2,178	





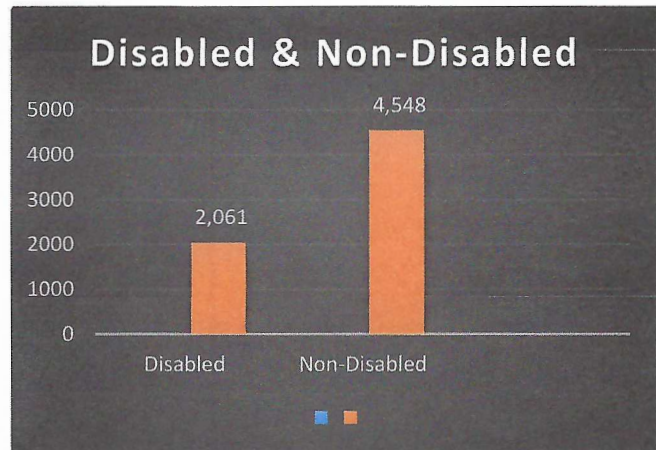
# Metropolitan Housing Alliance

## Housing Choice Voucher Waiting List Demographics

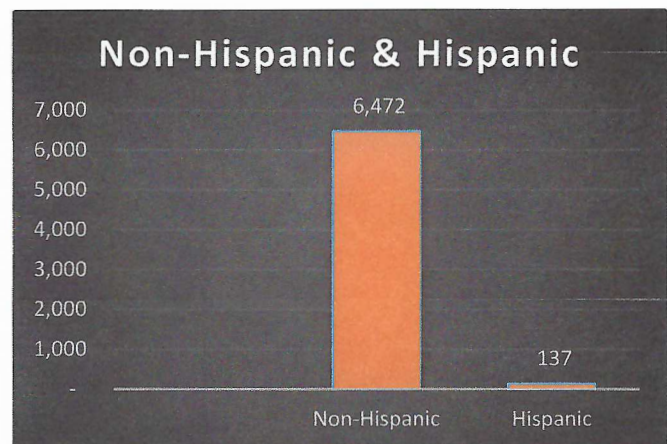
Elderly & Non-Elderly - 6609			
Elderly		325	
Non-Elderly		6,284	



Disabled & Non-Disabled - 6609			
Disabled		2,061	
Non-Disabled		4,548	



Non-Hispanic & Hispanic - 6609			
Non-Hispanic		6,472	
Hispanic		137	





**Little Rock Housing Authority**  
**FY 2021**  
**Plan Elements**

**Element D**

On October 14, 2020, MHA Section 8 Housing Voucher Director and the Procurement staff conducted a meeting with residents from the HUD assistance programs that represent Public Housing, Project Based Voucher and the Section 8 (Housing Choice Voucher) programs. In the meeting staff provided an overview of the Administrative Policy, key points of the ACOP, Rental Assistance Demonstration “RAD”, Section 3 and the Family Self Sufficient policy documents.

An additional meeting will be held in November 30, 2020 at which time any questions from the residents will be provided.



# Metropolitan Housing Alliance

## ADMISSIONS AND CONTINUED OCCUPANCY POLICY

# A.C.O.P.

*HUD Approved: December 28, 2020*

### 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.





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## **I. 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. Compliance with Civil Rights Laws**

#### **1. Complying with Civil Rights Laws**

- a. Civil rights laws protect the rights of applicants and residents to equal treatment by the Housing Authority in operating its programs. It is the policy of the Metropolitan Housing Alliance (MHA) to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:
  - i. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex; **24 CFR §§ 1 and 100**
  - ii. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination; **24 CFR § 100**
  - iii. Executive Order 11063,
  - iv. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; **24 CFR § 8**
  - v. Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146**
  - vi. Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units, which are covered by Section 504.)
  - vii. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity
  - viii. Any applicable State laws or local ordinances.



2. MHA shall not discriminate because of race, color, national origin, sex, religion, familial status, disability, sexual orientation or gender identity in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the MHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD. **24 CFR § 100**
3. MHA shall not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior. **24 CFR § 960.203(a)**
4. MHA will work to affirmatively further fair housing and to remove impediments to housing choice by members of protected classes;
5. MHA will offer units only in the order prescribed by this policy, since any other method violates the rights of applicants.

#### **D. Reasonable Accommodations**

1. MHA, as a public agency that provides affordable housing to eligible families, has a legal obligation to provide "unit modifications" and "reasonable accommodations" to applicants and residents if they or any family members have a disability. **24 CFR § 8.4**
2. A unit modification is some adaptation or change MHA can make to its apartments, buildings, or sites. A reasonable accommodation is a modification MHA can make to its methods and procedures (but not Federal law, regulations or MHA policies). Both unit modifications and reasonable accommodations are carried out to assist an otherwise eligible applicant or resident with a disability to take full advantage of and use MHA's programs, including those that are operated by other agencies in MHA owned public space. **24 CFR § 8.20**. A modification or accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**
  - a. Causes an undue financial and administrative burden; or
  - b. Represents a fundamental alteration in the nature of MHA's program.
3. Subject to the undue burdens and fundamental alterations tests, MHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of MHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, MHA shall comply with all requirements and prohibitions in applicable law. Specific actions are described in the *Procedure on Civil Rights and Disability Rights*. **24 CFR § 8.4**
4. Facilities and programs used by applicants and residents shall be accessible to persons using wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the MHA has such facilities) will be usable by residents with a full range of disabilities. If MHA offers such facilities, and none is accessible, someone will be made so, subject to the undue financial and administrative burden test. **24 CFR § 8.2**

5. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that communication is understandable by persons with disabilities are described in the *Procedure on Civil Rights and Disability Rights*. **24 CFR § 8.6**
6. Examples of reasonable accommodations include, but are not limited to: **24 CFR §8.4**
  - a. Making alterations to a MHA apartment to make it fully accessible so it could be used by a person in a wheelchair;
  - b. Transferring a resident (at MHA's expense) who needs a fully accessible unit from an apartment that cannot be made accessible to an apartment that is accessible (this may require moving the resident from one property to another);
  - c. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility;
  - d. Adding or altering apartment or building features so they may be used by a family member with a disability, including but not limited to;
    - i. Installing strobe-type flashing light smoke detectors and flashing light/doorbell for a family with a hearing impaired member;
    - ii. Adding structural grab bars in the bathroom;
    - iii. Changing the doorknobs to lever-type door handles;
    - iv. Installing a magnifier over the thermostat;
    - v. Switching the bathtub to a shower;
    - vi. Lowering the peephole on the door;
  - e. Permitting a family to have a large dog to assist a family member with a disability in a MHA family development where the size of dogs is usually limited; **24 CFR § 8.20**
  - f. Making sure that MHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to: **24 CFR § 8.6**
    - i. Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with MHA staff;
    - ii. Using personal visits, interviews or telephone calls to convey information to an applicant or resident who cannot read;
    - iii. Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with MHA staff;
    - iv. Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with MHA if the individual desires such representation;
    - v. Permitting an outside agency or individual to assist an applicant with a disability to meet the MHA's applicant screening criteria.

- g. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be able to meet essential obligations of tenancy. **24 CFR § 8.3**
- h. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, MHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
- i. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, MHA may terminate the lease. **24 CFR § 8.2**
- j. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. **24 CFR § 8.20**
- k. If an applicant or resident would prefer not to discuss his/her disability with the MHA, that is his/her right.
- l. Any request that requires a certified verification, must be submitted directly to MHA by the qualified person making the certification.

## **E. 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>1</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>2</sup>.

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<sup>1</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>2</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

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
- 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.)

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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.



## **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>3</sup>.  
If, after one attempts in writing<sup>4</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

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<sup>3</sup> Or by the method designated at initial application by applicants with disabilities.

<sup>4</sup> The written communication will be sent by first class mail.

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
- (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 Section XVI. Additionally, persons who are elderly or disability automatically qualify for this 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) For homeless applicants only, the screening criteria with respect to criminal history shall focus only on the Federally mandated exclusions of persons convicted of manufacturing methamphetamines on the premises of Federally assisted housing and persons required to register as sex offenders. Beyond these two criteria, a criminal history shall be considered for all convictions within one (1) year from the date of application so long as they are willing and able to refrain from violent actions and drug related criminal activity that would be a threat to others.

- (f) 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.
  - 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. Applicant must have no history of disturbing neighbors, destroying property, or negative living and housekeeping habits at prior and/or current residences.
2. Applicant must have no history of subletting.
3. Applicant 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:

Applicant has been evicted because of drug-related criminal activity from housing assisted under the U.S. Housing Act of 1937 (e.g. Public Housing or Section 8) or convicted of drug-related criminal activity beginning on the date of such eviction or conviction.

C. Denied admission permanently for the following:

1. Applicants who have been convicted of manufacturing or producing methamphetamine on the premises of any HUD-assisted housing. HUD regulations require that MHA permanently bar any individual with such a conviction.

2. An applicant or household member that is subject to a lifetime registration requirement under a State sex offender registration program. HUD regulations require that MHA permanently bar any individual subject to such requirements.

- (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>5</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>6</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;

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<sup>5</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>6</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) 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.
- (f) MHA will not use open (unresolved) arrest without conviction for either violent or drug related criminal activity when processing applications. MHA will make a determination on a case by case basis, once the arrest is resolved by either acquittal, dismissal, conviction or a plea of guilt. MHA will take into account the severity of the charge and rehabilitation efforts, in the event a decision is made to deny an applicant. MHA will also run an annual criminal background check on these applicants, once they are housed.

#### 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]
  - (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>(Largest Unit Size)</u>	<u>Max Persons/Unit</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>7</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>8</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

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<sup>7</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>8</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.

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>9</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;
- 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:

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<sup>9</sup> If the applicant has a child participating in such a program.



- 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>10</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.

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<sup>10</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 submit a Transfer Request to their site manager for initial approval. This request will then be forwarded to the Director of Asset Management for final approval. Once the Transfer Request is approved, the receiving site manager will process the request by the type of transfer, then the date and time the transfer was approved.**
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>11</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

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<sup>11</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.

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.
  - 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).

5. MHA will not use open (unresolved) arrest without conviction for either violent or drug related criminal activity. MHA will make a determination on a case by case basis, once the arrest is resolved by either acquittal, dismissal, conviction or a plea of guilt. MHA will review the nature of all charges and rehabilitation efforts when making final decision of lease termination. This applies to all adult household members.

### **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 Vacate**

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 prohibited tobacco products is prohibited in all buildings owned or managed by MHA as well as at some organized outdoor events on MHA property.
3. Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as: cigarettes, cigars, pipers and water pipes (also known as hookahs).
4. MHA prohibits the use of legal recreational marijuana and medicinal marijuana in all buildings **owned and operated by MHA or third party managed**, as HUD recognizes this as illegal use of a controlled substance.

### **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, residence halls, rental and administrative offices, community centers and laundry facilities
  - 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 be 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 owner's 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. COMMUNITY SERVICE AND SELF SUFFICIENCY POLICY**

### **A. Background**

1. As all staff of MHA know, the Community Service requirement is only applicable to residents of public housing properties or residents living in ACC subsidized units at mixed finance properties. No one living in a multifamily property or a project based voucher property or using a tenant based voucher in a market rate unit at a mixed finance property is subject to the Community Service requirement.
2. MHA is working to enable its residents to become fully economically independent. In support of this goal and HUD requirements, MHA requires that all non-exempt members of resident families meet monthly targets for neighborhood service or economic self-sufficiency, as monitored monthly.
3. The Community Service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).
4. Compliance with Community Service activities is monitored by monthly contact between the non-exempt resident and the Manager.

### **B. Definitions**

Community Service – volunteer work which includes, but is not limited to:

1. 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.;
2. 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;
3. Work at the Authority to help improve physical conditions;
4. Work at the Authority to help with children's programs;
5. Work at the Authority to help with senior programs;
6. Helping neighborhood groups with special projects;
7. 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
8. Caring for the children of other resident so they may volunteer.

**NOTE: Political activity is excluded.**

### **C. Self-Sufficiency**

Eligible self-sufficiency activities include, but are not limited to:

1. Job readiness or job training while not employed;
2. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
3. Higher education (junior college or college);
4. Vocational education;
5. GED classes;
6. Verifiable job search activities;
7. Apprenticeships (formal or informal);
8. Substance abuse or mental health counseling;
9. Reading, financial and/or computer literacy classes;
10. English as a second language and/or English proficiency classes;
11. Parenting classes;
12. Budgeting and credit counseling;
13. Any kind of class that helps a person toward economic independence;
14. Carrying out any activity required by the Department of Public Assistance as part of welfare reform;
15. The self-sufficiency hours counted toward the 8 hour per month requirement will be only hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit.

### **D. Exempt Residents**

PHAs are required to set out in their Admissions and Continuing Occupancy Policy (ACOP) how the PHA determines if an individual is exempt from the CSSR and the documentation needed to support the exemption. Exemptions for adult residents, as codified at 24 CFR 960.601, include persons who are:

1. 62 years or older;

2. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or is a primary caretaker of such individual;
3. Engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
  - 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;
  - e. On-the-job-training;
  - f. Job-search;
  - g. Community service programs;
  - h. Vocational educational training (not to exceed 12 months with respect to any individual);
  - i. Job-skills training directly related to employment;
  - j. 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;
  - k. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;
4. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program; or,
5. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State<sup>1</sup> in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

#### **E. 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.

### F. 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.

## XVI. Hardship Exemption Policy

MHA will allow families to request an exemption to the Minimum Rent/Flat rent requirements. There are certain instances in which MHA is required to suspend the minimum rent (**24 CFR § 5.630**).

These instances include the following:

- When the family has lost eligibility for or is awaiting an eligibility determination for a government assistance program;
  - When the family would be evicted because it is unable to pay the minimum rent;
  - When the income of the family has decreased because of changed circumstances including loss of employment; and
  - When a death has occurred in the family.
1. It is necessary that MHA advise any family who pays the minimum rent of the right to request the exemption. If a family paying minimum rent requests a hardship exemption, MHA must suspend the minimum rent, effective the following month. MHA may not evict the family for non-payment of the minimum rent for 90 days following the request for the hardship exemption.
  2. The suspension of minimum rent continues until the MHA determines whether or not the hardship is temporary or long term.
  3. If the hardship is verified to be temporary (less than 90 days), MHA must reinstate the minimum rent and offer the family a reasonable repayment agreement of the minimum rent that was suspended.
  4. If the hardship is verified to be long-term (lasting more than 90 days), the minimum rent must be suspended until the hardship ceases. The family may not be evicted for failing to pay the minimum rent while the hardship is occurring.
  5. If MHA denies a resident the minimum rent hardship exemption, the resident is entitled to file a grievance and MHA may not require the resident to make an escrow deposit to obtain the grievance hearing.

## XVII. 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 wellbeing 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 whose 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; genitourinary; 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 wellbeing 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 wellbeing 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>12</sup> (42 USC 1437a(b)(3)) means a person<sup>13</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."

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.

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<sup>12</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>13</sup> A person with disabilities may be a child.

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.



100 South Arch St., Little Rock, AR 72201

## 2021 HCV Admin Plan Changes

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This is a summary of proposed changes to the Administrative Plan from 2020 to 2021.

1. Changed the wording regarding the type of assistance for homeless referrals throughout the plan removing the term “vouchers”. This does not change the policy, but rather makes it clearer for the reader since many readers think of only Section 8 as “vouchers”. The referrals are for all assistance covered by the Admin Plan which includes Project-Based Vouchers.
2. Limited the acceptance of homeless referrals to only when MHA has available funding. This is needed because an abundance of homeless referrals is received by MHA. MHA has been able to promptly house these referrals because funding has been available, however, when MHA reaches its capacity a waitlist will have to be formed for these referrals. Having the referral agency “hold” the referral until housing assistance is available rather than MHA forming a waitlist is more efficient for the families, referring agencies, and MHA. This will make information for the families easier to access and the information will be accurate. This will eliminate needless eligibility screenings for families that no longer have a preference at the time of screening. This update is in section 3.3.
3. Changed the wording regarding preferences for Cumberland Towers and Parris Towers to include homeless referrals. This change makes section 4.1 consistent with the other sections of the Admin Plan when referring to homeless referrals.
4. In section 4.3 changed the working preference requirement from 60 days to 30 days from the date of the appointment letter. This change increases the number of families meeting the working preference and eases eligibility screening for the family and MHA by eliminating the need for the additional 30 day income verification. It also provides clearer guidance for eligibility screening.
5. In section 6.2 removed the restriction of the extension of temporary hardships. This is to assist families that sometimes have pending SSI.
6. In section 12.1 added a reason for denial for families that are currently housed with MHA and are in an initial lease. This eliminates tenants from breaking an initial lease at one site to move to another site. This does not exclude moves due to a reasonable accommodation, nor does it prevent the family from moving after the initial lease.
7. Section 12.1 added a reason for denial for families that have violated program rules within the past 2 years. This eliminates a loop hole for families to violate program rules and be able to apply and receive housing again immediately.







**ADMINISTRATIVE PLAN**  
**FOR THE**  
**SECTION 8 VOUCHER PROGRAM**



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## Chapter 1

### STATEMENT OF POLICIES AND OBJECTIVES

#### **1.1 HOUSING AUTHORITY MISSION STATEMENT**

- A. 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.

#### **1.2 LOCAL GOALS**

- A. Program and agency goals are available for review in MHA's Agency Plan.

#### **1.3 PURPOSE OF THE ADMINISTRATIVE PLAN [24 CFR 982.54]**

- A. 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.
- B. 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.
- C. This Administrative Plan is a supporting document to MHA Agency Plan, and is available for public review as required by CFR 24 Part 903.
- D. Applicable regulations include:
  - (1) 24 CFR Part 5: General Program Requirements
  - (2) 24 CFR Part 8: Nondiscrimination
  - (3) 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

#### **1.4 RULES AND REGULATIONS [24 CFR 982.52]**

- A. 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.

- B. 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.

### **1.5 UNRESTRICTED NET ASSETS** [24 CFR 982.54(d)(21); PIH 2011-27]

- A. 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.

### **1.6 FAIR HOUSING POLICY** [24 CFR 982.54(d)(6)]

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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



- G. 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.
- F. MHA's office(s) are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the local telephone service provider.

### **1.7 REASONABLE ACCOMMODATIONS POLICY** [24 CFR 100.202]

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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:
  - (1) A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
  - (2) Rehabilitated former drug users and alcoholics are covered under the ADA.
    - (i) 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.
    - (ii) Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition.
    - (iii) Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

- F. 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.
- G. 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.
  - (1) An undue administrative burden is one that requires a fundamental alteration of the essential functions of MHA (i.e., waiving a family obligation).
  - (2) 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. .
- H. MHA will provide a written decision to the person requesting the accommodation within a reasonable time.
- I. 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.
- J. Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices.
  - (1) A designee will be allowed to provide some information, but only with the permission of the person with the disability.
- K. All MHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

## **1.8    **PRIVACY RIGHTS** [24 CFR 982.551 and 24 CFR 5.212]**

- A. 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.
- B. MHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.
- C. 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.

- (1) The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration.
- (2) All requests for access and granting of accommodations based on this information must be approved by the Executive Director's designee.
- D. MHA's practices and procedures are designed to safeguard the privacy of applicants and program participants.
- E. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.
- F. 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.

## **1.9 OUTREACH**

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. MHA encourages participation and will actively recruit property owners of suitable units located outside areas of poverty or minority concentration.

- G. MHA maintains a list of units located in all neighborhoods that are available for the Section 8 Program and updates this list regularly.
  - (1) When listings from owners are received, they will be compiled and provided online, at MHA offices per request, and at briefings to applicants/participants looking for rental units.
- H. 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.

#### **1.10 METHOD OF CONTACT**

- A. In order to reduce paper and improve the response time to clients, MHA will use email as the preferred means of contact.
  - (1) MHA is not responsible for lost or delayed mail/email caused by another party.

#### **1.11 SPECIAL PROGRAMS**

- A. MHA administers vouchers from the Annual Contributions Contract.
  - (1) Some of these vouchers are reserved for Veteran Affairs Subsidized Housing (VASH).
    - (i) MHA fills the VASH vouchers through referrals from the local Veteran Affairs office.
- B. MHA also administers the following additional vouchers:
  - (1) Moderate Rehab Single Room Occupancy (SRO) referred to as “Elm Street”
    - (i) Elm Street is a MHA-owned moderate rehab SRO property managed by a private management company that houses homeless individuals.
  - (2) Mainstream Vouchers
    - (i) A sub-set of the Housing Choice Voucher program housing families that include a non-elderly person with a disability.
  - (3) Project Based Vouchers

- (i) Project Based Vouchers (PBVs) are vouchers designated to MHA owned properties and are managed by a private management company.
- C. Each program has specific guidelines that may differ from the original Section 8 Program. These differences are noted throughout the Administrative Plan.

## Chapter 2

### ELIGIBILITY FOR ADMISSION

*[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]*

#### **2.1 ELIGIBILITY FACTORS** *[982.201(b)]*

A. To be eligible for participation and placement on the waiting list, an applicant must meet the following criteria:

(1) An applicant must be a "family"

(i) 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.

(2) An applicant must be within the appropriate Income Limits

(i) Eligible household's income must not exceed the income limit at 80% of median income set by HUD.

(ii) PBV eligible household's income must not exceed the income limit for tax credit properties for PBV applicants. The income limit may differ for each PBV site.

(iii) MHA will not issue a voucher to eligible households that would pay 100% of the contract rent using HUD's rent calculations.

(3) An applicant must furnish all requested documents requested by MHA including but not limited to the following:

(i) Social Security Numbers for all family members. [24 CFR 5.216, 5.218, 5.233]. (a) 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. (b) 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.

(ii) Declaration of Citizenship or Eligible Immigrant Status and verification. 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.

(4) An applicant must meet the student rule. See Addendum B

- B. Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

## **2.2 TENANT SCREENING [24 CFR 982.307]**

- A. MHA will conduct HUD required screening for eligibility purposes only.
  - (1) 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. The owner is responsible for screening and selection of the family to occupy the owner's unit.
- B. 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.

## **2.3. ILLEGAL DISCRIMINATION**

- A. MHA will advise families how to file a complaint if they have been discriminated against by an owner.
- B. MHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

## **2.4. CHANGES IN ELIGIBILITY PRIOR TO LEASING**

- (1) 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.
  - (1) If the family reports a change in income after a pass inspection and before the lease is executed, MHA will recalculate eligibility using the change in income.
  - (2) If the family reports a change in income after a pass inspection and after the lease is executed, MHA will complete the initial certification using the original income and complete an interim using the change in income.

## Chapter 3

### APPLYING FOR ADMISSION

[24 CFR 982.204]

#### **3.1 ACCEPTING APPLICATIONS** [24 CFR 982.206, 982.54(d)(1)]

- A. MHA uses a single waiting list for admission to its Section 8 tenant-based assistance program.
- B. MHA uses a single waiting list for admission to its Moderate Rehab Program.
- C. MHA uses a single waiting list for admission to each project-based voucher site.
- D. MHA will advertise the opening of the waiting list 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.
  - (1) Information provided in the notice will include:
    - (i) The dates, times, and the locations where families may apply.
    - (ii) The program(s) for which applications will be taken.
    - (iii) A brief description of the program(s).
    - (iv) Limitations, if any, on who may apply.
    - (v) Closing date of the waiting list.
    - (vi) MHA address and telephone number.
    - (vii) Instructions for how to submit an application.
    - (viii) Information on eligibility requirements.
    - (ix) The availability of local preferences.
- E. MHA will announce the closing of the waiting list by public notice.
  - (1) MHA may stop accepting applications if there are enough applicants to fill anticipated openings for the next 12 months.
    - (i) Applications for Cumberland Towers, Parris Towers, and Jesse Powell Towers are always accepted.



### **3.2. ORDER OF SELECTION** [24 CFR 982.207(e)]

- A. 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.
- B. Applicants with more than one preference are ranked the same as applicants with only one preference.
- C. 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.
  - (1) Elm Street applications will be selected from the waiting list by date and time of the referral.
- D. Applicants without a preference will be ordered by date and time of application, after applicants in preference groups.
- E. Among applicants with equal preference status, the waiting list will be organized by date and time.
- F. Applicants will be selected from the waiting list in order of preference claimed, date and time.
- G. When an applicant claims a 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.
- H. Bedroom size per MHA's subsidy standards is used when selecting project based applicants in addition to preference and date and time of application.
- I. MHA limits the amount of transfers of PBV vouchers to Section 8 vouchers to 25% of annual new admissions.
- J. MHA limits the amount of ~~vouchers~~ families assisted ~~issued from to~~ homeless referrals to 100.

### **3.3 APPLICATION TAKING PROCESS**

- A. Families who wish to apply for MHA's Section 8 Program must complete an on-line electronic pre-application form when the waiting list is open.
  - (1) Project-based voucher (PBV) holders may apply for a Section 8 voucher after one year of residence at the PBV property.
    - (i) Applications are accepted in the form of written requests using MHA's PBV Transition of Voucher Request Form.

- (a) Applications are accepted at all times.
    - (ii) Applications added while the waitlist is closed will be denied if the PBV tenant moves from the PBV property prior to the new admission to the Section 8 Program.
  - (2) A referral from an approved agency rather than an electronic pre-application is required for Special Program and homeless preference applicants.
  - (i) Eligible applicants with a pre-application or a referral are issued a Mainstream voucher when funds are available.
  - (ii) Referrals are accepted when funding is available at all times. MHA will assign eligible families to the program with availability while taking family composition into consideration.
- B. The application process will involve two phases.
- (1) Pre-application - The first phase is the "initial" application for assistance.
    - (i) This first phase results in the family's placement on the waiting list.
    - (ii) The pre-application establishes the family's date and time of application and preference claimed for placement order on the waiting list.
    - (iii) The pre-application will contain at least the following information:
      - (a) Applicant name
      - (b) Social Security Number
      - (c) Contact information
      - (d) Date and time of application
      - (e) Qualification for any local preference
    - (iv) MHA will not:
      - (a) Accept duplicate applications.
      - (b) Place ineligible families on the waiting list- If the information provided by the applicant indicates ineligibility, the applicant will not be placed on the waitlist.
      - (c) Conduct eligibility interviews during the opening period.

- (d) Verify the information on the pre-application until the applicant has been selected for final eligibility determination.
  - (e) Final eligibility will be determined when the full application process is completed and all information is verified.
- (2) Full application - The second phase is the "final determination of eligibility".
- (i) The full application takes place when the family reaches the top of the waiting list.
  - (ii) 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~~.
  - (iii) Special Program and homeless preference applicants will be provided a "full application" when funds ~~and vouchers~~ are available and a referral is received (if applicable).
  - (iv) During the time of the full application process, applicants (head of household) and adult family members are required to participate in an interview with MHA staff to review the information on the full application form and provide requested documentation.
    - (a) Following a written request from an applicant to MHA, the full application and requested documents may be sent/received via mail or email for members of the household living outside of Central Arkansas.
  - (v) The applicant (head of household) is required to attend the scheduled interview appointment.
    - (a) If an applicant fails to appear for a scheduled appointment and/or fails to provide all requested documents, a second and final appointment will be scheduled.
    - (b) If MHA determines after accepting the full application that additional information or document(s) are needed, MHA will request the document(s) or information in writing. The family will be given 15 days to supply the information.
    - (c) Failure to complete the screening process within two scheduled appointments will result in denial of the application with the exception of the 90-day extension required by the social security.

### **3.4 APPLICATION STATUS** [CFR 982.204]

- A. Applicants are required to submit an Applicant Information Change Form to inform MHA of changes in contact information and preference.
  - (1) In addition to the requirement above, Project-Based Voucher applicants are required to inform MHA of changes in family composition.
- B. Applicants are required to respond to requests from MHA to determine his or her interest in assistance.
  - (1) Applicants who do not respond will be removed from the waiting list.

## Chapter 4

### ESTABLISHING PREFERENCES

*[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.205, 982.206]*

#### **4.1 LOCAL PREFERENCES** *[24 CFR 982.207]*

A. MHA uses homeless preference, working preference, and non-elderly transitioning for:

(1) Section 8 tenant-based programs

B. MHA uses homeless preference and working preference for:

(1) Madison Heights Project-Based Program

(2) Metropolitan Village Project-Based Program

(3) Cumberland Manor Project-Based Program

(4) Jesse Powell Tower Project-Based Program

C. MHA uses homeless preference and elderly preference for:

(1) Parris Tower Project-Based Program

(2) Cumberland Tower Project-Based Program

#### **4.2 HOMELESS PREFERENCE**

A. The homeless preference is given to families within MHA's jurisdiction experiencing homelessness who are referred by an approved homeless service organization.

(1) The number of families that qualify for a homeless preference is limited to 100 families and may vary based on ~~voucher~~ availability.

(2) MHA may leave the waiting list open only for the population qualified for the homeless preference while keeping it closed for all other applicants.

(3)PIH Definition of Homeless. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- (i) 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
- (ii) 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
- (iii) 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:

- (iv) 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
- (v) Has no other residence; and
- (vi) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

### **4.3 WORKING PREFERENCE**

- A. A working preference is given to families whose Head of Household is and has been employed for the ~~360~~ 360 days prior to the full application appointment date or is active in accredited educational program designed to prepare the individual for the job market.

(1)This preference is automatically extended to elderly /disabled families.

- (i) If a family is extended the working preference due to being elderly or disabled, any co-head or spouse must also meet the qualifications for the preference.
- (ii) Self-employment must be reported prior to the verification of preference.
  - (a) Self-employment must be verifiable. For example, an applicant that is self-employed must report the income on the full application and provide sufficient documentation verifying the income.

#### **4.4 NON-ELDERLY DISABLED TRANSITIONING PREFERENCE**

- A. A household that includes at least one non-elderly disabled person who meets one of the following criteria:
  - (1) Transitioning out of institutional or other segregated settings.
  - (2) At serious risk of institutionalization.
  - (3) Homeless.
  - (4) At risk of becoming homeless.

#### **4.5 VERIFICATION OF PREFERENCES [24 CFR 982.207]**

- A. 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.
- B. 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.
  - (1) The applicant will be returned to the waiting list without benefit of the preference.
  - (2) If the applicant falsifies documents or makes false statements in order to qualify for any preference, the application will be denied rather than returned to the waiting list with no preference.

#### **4.6 INCOME TARGETING**

- A. 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.
- B. MHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement, regardless of preference.
- C. 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.
- D. MHA income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

#### **4.7 SPECIAL ADMISSIONS** [24 CFR 982.54(d)(e), 982.203]

- A. When HUD awards special funding for certain family types the waiting list is searched for a family meeting the targeted funding criteria.



## Chapter 5

### SUBSIDY STANDARDS

[24 CFR 982.54(d)(9)]

#### **5.1 DETERMINING FAMILY VOUCHER SIZE** [24 CFR 982.402]

- A. All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.
- B. For subsidy standards, an adult is a person 18 years old or older.
- C. 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 will allocate one bedroom will be allowed for live-in aides. No additional bedrooms are provided for the aide's family.
  - (1) For PBV units, an additional bedroom is assigned for
    - i. Two adult members that are of opposite sex unless the two people are in a spousal/partner relationship.
    - ii. Two minor members that are of opposite sex and there is a difference in age of more than 5 years
- D. An unborn child of a pregnant household member will be counted as a member when determining the voucher size.
  - (1) If not evident, the member must provide verification of the pregnancy in order to include the unborn child for subsidy standards.
- E. The utility allowance and payment standard used in the rent calculation will be the lesser of the voucher size and the actual unit size.
- F. If MHA errs in the voucher size and if the original voucher size is smaller than what the family should have received and:
  - (1) A lease has not been signed by the tenant; the voucher size will be adjusted and the family will be advised of its new shopping range using the correct payment standard.
  - (2) A lease has been signed by the tenant when the error is identified, the voucher size will be adjusted retroactively.
    - (i) If the unit size does not meet HQS standards, the family will be advised of its new shopping.

- (ii) If the unit size meets HQS standards, the family will be allowed to relocate after the initial term of the lease.
- G. If the original voucher size is bigger than what the family should have received and:
- (1) A lease has not been executed 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.
  - (2) A lease has been executed and the total tenant portion (TTP) per the corrected rent calculation is at or below 40% of the family's adjusted gross income (AGI), MHA will correct the voucher size effective the first month following a 30 day notice.
  - (3) A lease has been executed and the TTP is above 40% of the family's AGI, the correction of the voucher size will be effective at the next move or next annual certification.
    - (i) If the TTP per the corrected rent calculation becomes at or below 40% of the family's AGI prior to the next annual certification, MHA will correct the voucher size effective the first month following a 30 day notice.

## **5.2 DECREASE IN FAMILY COMPOSITION**

- A. When a family member is removed from the household between annual reexaminations, MHA will adjust the voucher size, payment standard and utility allowance at the next annual reexamination or at the change of unit if the family moves prior to the annual reexamination.

## **5.3 ABSENT FROM UNIT** [24 CFR 982.54(d)(10), 982.551]

- A. MHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.
- B. 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.
- C. "Temporarily absent" is defined as away from the unit for more than 30 days but less than 60 days.
- D. "Permanently absent" is defined as away from the unit for greater than 60 consecutive days or 90 days in a twelve month period except as otherwise provided in this chapter.

- E. Income of persons permanently absent will not be counted if the absence has been reported per MHA's reporting policy in this chapter.
- F. 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.
- G. 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.
  - (1) If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent.
  - (2) 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.
- H. 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.
- I. 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.
- J. 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.
- K. Full time students who attend school away from the home will be treated in the following manner:
  - (1) 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.
    - (i) If the student is included as a family member, the first \$480 of the student's earned income will be counted.
    - (ii) The family will also receive a dependent deduction for \$480 and the inclusion in the voucher size determination.

- (2) 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.
- L. If the family includes a child or children 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.
  - (1) If the time period is to be greater than 60 days from the date of removal of the child/ren and/or all children are removed from the home permanently.
- M. Families must notify MHA if they are going to be absent from the unit for more than 30 consecutive days.
  - (1) 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.
- N. 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.
  - (1) 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.
  - (2) If the appropriate agency cannot confirm the guardianship status of the caretaker, MHA will review the status at 30 day intervals.
  - (3) 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.
  - (4) The caretaker will be allowed to remain in the unit as a visitor until a determination of custody is made.
  - (5) 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.

#### **5.4 Family Dissolution [24 CFR 982.315]**

- A. 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, MHA shall consider the following factors to determine which of the families will continue to be assisted. 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.

- (1) Which of the two new family units have custody of dependent children.
- (2) Which family member was the head of household when the voucher was initially issued (listed on the initial application).
- (3) The composition of the new family units, and which unit contains elderly or disabled members.
- (4) Whether domestic violence was involved in the breakup.
- (5) Which family members remain in the unit.
- (6) Recommendations of social service professionals.

#### **5.5 RETENTION OF VOUCHER [24 CFR 982.315]**

- A. 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.
- B. A live-in aide will not be considered a remaining member of the family.

#### **5.6 INCREASE IN FAMILY COMPOSITION**

- A. When a family member is added due to marriage, birth, adoption, or change of custody, MHA will adjust the voucher size, payment standard and utility allowance at the next annual reexamination or at the change of unit if the family moves prior to the annual reexamination.
  - (1) 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.
- B. The additional member must be expected to reside in the unit for at least the next 12 months.
- C. The family must request prior approval of additional household members in writing.

- D. 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.
- E. 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.

(1) Permitting an unauthorized household member is a violation of the Family Obligations.

## **5.7 VISITORS**

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. When the family requests to add an additional adult other than through marriage, the additional adult and any accompanied children will not be included when determining voucher size.

(1) The addition will be denied if the unit does not meet HQS space standards.

### **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

## Chapter 6

### FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

*[24 CFR Part 5, Subparts E and F; 982.153, 982.551]*

#### **6.1 MINIMUM RENT** *[24 CFR 5.616]*

- A. "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.

#### **6.2 HARDSHIP REQUESTS**

- A. MHA will review all relevant circumstances brought to MHA's attention regarding financial hardship as it applies to the minimum rent.
- B. 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:
  - (1) 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.
  - (2) The family would be evicted as a result of the imposition of the minimum rent requirement.
  - (3) 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
- C. Temporary Hardship. A temporary hardship is a hardship lasting less than 90 days.
  - (1) A loss of employment is considered a temporary hardship unless the loss is due to a medical reason.
    - (i) 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.
  - (2) 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.

- (3) At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.
  - (4) 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).
- D. Long-Term 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.
- E. All hardship renewals must be requested in writing using the minimum rent waiver form.
- (1) 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.
  - ~~(2) A temporary hardship cannot be renewed after the initial 90 days based solely on the initial hardship situation.~~

### **6.3 AVERAGING INCOME**

- A. All income is annualized.
  - (1) The method used depends on the regularity, source and type of income.
- B. When annual income cannot be anticipated for a full twelve months, MHA may:
  - (1) Average known sources of income that vary to compute an annual income; or
  - (2) Annualize current income and conduct an interim reexamination if income changes.
- C. If there are bonuses or overtime which cannot be anticipated for the next twelve months, bonuses and overtime received the previous year will be used.
- D. 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.
- E. Income from seasonal employment will be annualized to reduce interims is the annual income can be determined. For example, income for school employees is annualized, therefore, an interim should not be done for summer months.



- F. If a tenant's rent increases as a result of a RAD conversion by more than the greatest of 10% or \$25, the rent increase must be phased in over 3 years. The phase in is \$25 during year 1; 50% during year 2; and 75% during year 3. Year 4 will include 100% of the increase.

## Chapter 7

### VOUCHER ISSUANCE AND BRIEFINGS

*[24 CFR 982.301, 982.302]*

#### **7.1 ISSUANCE OF VOUCHERS** *[24 CFR 982.204(d), 982.54(d)(2)]*

- A. When funding is available, MHA will issue vouchers to applicants whose eligibility has been determined.
- B. The number of vouchers issued must ensure that MHA maximizes available funding while leasing as close as possible to 100 percent of allocated vouchers.
- C. MHA will monitor both funding and unit utilization monthly, using HUD's forecasting tool to determine whether applications can be processed and the number of vouchers that can be issued/over-issued to maximize leasing.

#### **7.2 BRIEFING** *[24 CFR 982.301]*

- A. A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance.
- B. MHA will not issue a voucher to a family unless the head of household has attended a briefing and signed the voucher.

#### **7.3 TERM OF VOUCHER** *[24 CFR 982.303, 982.54(d)(11)]*

- A. 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.
- B. Voucher issuance does not constitute admission to the program which occurs when the lease and contract become effective.
- C. The voucher is valid for a period of 90 days from the date of issuance. The family must submit a Request for Approval of the Tenancy (RTA) within the 90-day period.
- D. If the date of expiration falls on a day in which MHA is closed, the expiration date is extended to the following business day.
- E. If an applicant or tenant misses two scheduled voucher briefings the voucher will be voided and the housing assistance will be denied or terminated.
- F. If the voucher has expired the family will be denied assistance.

- (1) If the family is currently assisted, they may remain as a participant in his/her unit if there is an assisted lease/contract in effect (assuming the unit continues to meet program requirements and the owner agrees).
  - (2) Tenants and applicants are not afforded a hearing or review for expired vouchers or the denial and termination due to such expiration.
- G. MHA will extend the term an additional 30 days from the expiration date upon the request and approval of an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability.
- H. VASH vouchers are valid for an initial period of 120 days.
- I. Project-based voucher applicants do not receive a hard copy of a voucher due to the housing assistance being unit specific. Applicant information is communicated to the property management by MHA rather in the form of a voucher and Request for Tenancy Approval paperwork.

## Chapter 8

### HOUSING QUALITY STANDARDS INSPECTIONS

[24 CFR 982.401]

#### **8.1 TYPES OF INSPECTIONS** [24 CFR 982.401(a), 982.405]

A. There are four types of inspections MHA will perform:

- (1) Initial/Move-in [24 CFR 982.401(a), 982.305(b)(2)]: Conducted upon receipt of Request for Tenancy Approval (RTA). MHA conducts only initial inspections for homeownership units.
  - (i) MHA will conduct the initial inspection, determine whether the unit satisfies the Housing Quality Standards (HQS) and notify the family and owner of the determination no later than 15 days after the family and the owner have submitted a RTA, provided the unit is ready to be inspected when the RTA is received by MHA.
  - (ii) If the unit and/or owner of a unit are new to MHA's voucher program, additional paperwork is required and an inspection will be schedule within 15 days of all paperwork being submitted to MHA.
    - (a) RTAs for new units and/or owners/landlords will be denied and a new RTA will be provided to the voucher holder if requested documentation to add the unit and/or owner/landlords is not provided to MHA within 14 days of MHA's request.
  - (iii) MHA will deny the RTA if the unit will not be ready for inspection within 60 days of RTA receipt. A RTA for the same unit under the same voucher issuance will not be approved by MHA.
  - (iv) After 2 unsuccessful attempts to inspect the unit at reasonable times with reasonable notice, assistance for that unit will be denied and the family will be issued a new RTA. A RTA for the same unit under the same voucher issuance will not be approved by MHA.
  - (v) If the unit fails the initial HQS inspection, a second inspection will be automatically scheduled by MHA.
    - (a) The owner will be given up to 10 days to correct the failed items.
    - (b) The owner will be allowed only one re-inspection for repair work to be completed. If repairs are not completed within this 10 day period, the RTA will be denied and a new RTA will be issued to the family.

- (2) Biennial Inspections[24 CFR 982.405(a)]: Conducted within 24 months of the last passed annual/bi-annual inspection.
  - (i) If the family or an adult designee is unable to be present, he or she must reschedule the appointment no later than 24 hours prior to the scheduled inspection.
  - (ii) The inspection must be rescheduled for a date no later than 15 days of the initial annual/biennial inspection.
  - (iii) MHA will provide notice to the family and owner of a failed inspection and the re-inspection appointment date.
    - (a) The notice contains a warning of abatement (in the case of owner responsibility).
    - (b) If the family was responsible for a breach of HQS, they will be advised of their responsibility to correct.
  - (iv) Units managed/owned by a landlord that has a history (within the past 12 months) of HQS noncompliance may be subject to annual inspections.
- (3) Special/Complaint Inspections [24 CFR 982.405(c)]: At request of owner, family or an agency or third-party.
  - (i) Special inspections must be requested in writing using MHA's inspection request form.
  - (ii) 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.
  - (iii) If the biennial inspection date is within 90 days of a special inspection, and as long as all items are inspected that are included in a biennial inspection, the special inspection will be categorized as biennial and all biennial procedures will be followed.
  - (iv) 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 biennial inspection process.
- (4) Quality Control Inspections [24 CFR 982.405(b)] inspections ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.
  - (i) The minimum number of Quality Control (QC) inspections performed will be no less than the required SEMAP sample size.

- (ii) 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.

## **8.2 INSPECTION GUIDELINES**

- A. The family must allow MHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551(d)]
  - (1) Inspections will be conducted on business days only.
  - (2) Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m.
  - (3) The family and owner are notified of the date and time of the inspection appointment prior to the inspection.

## **8.3 REPAIRS**

- A. Landlords are responsible for making repairs to a unit unless the damages are tenant caused.
  - (1) Emergency items which endanger the family's health or safety must be corrected within 24 hours of notification.
  - (2) For non-emergency items, repairs must be made within 30 days.
  - (3) Extensions can be requested in writing and may be approved at MHA's discretion. Requests for extensions must be received by MHA before close of business of the initial deadline.
  - (4) HQS deficiencies for annual and special inspections may be verified by owner's and tenant's certification.
    - (a) If certifications from both the landlord and tenant are not available, the owner or tenant may substitute with receipts from the vendor or photos of the repair.
  - (5) HAP payments will be suspended on the first of the month following an abatement.
    - (a) If the unit is in abatement for more than 30 days excluding any extensions, MHA will terminate the HAP Contract no later than the last day of the month following a 60 day abatement period.

- (b) Inspections will not be scheduled for units that are abated for more than 60 days.
- (c) The termination of a HAP Contract will not be reversed if the unit is in abatement for 30 days, however payments will continue up to the termination date if the unit passes inspection. A RTA for the same unit under the same voucher issuance will not be approved by MHA.
- (6) If a reinspection of landlord-responsible fail item(s) is inconclusive due to a “no show”, the unit will be denied or abated.
- (7) MHA reserves the right to issue a 1 year ban to landlords that have a history of not meeting the time standards of repairs (more than one abatement in 6 months).

## Chapter 9

### OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

*[24 CFR 982.502, 982.503, 982.504, 982.505, 982.507]*

#### **9.1 REASONABLE RENT** *[24 CFR 982.507].*

- A. 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.
- B. MHA maintains a survey form which includes data on unassisted units for use by staff in making rent reasonableness determinations.
- C. The data significant features include the number of bedrooms, building type, square footage, building age, median income, and several amenities.
- D. The outliers are eliminated and the values are assigned to each feature to determine appropriate adjustments.

#### **9.2 RENT INCREASE REQUESTS**

- A. During the initial term of the lease, the owner may not raise the rent.
- B. Following the initial lease term, the owner is required to notify MHA using a MHA rental increase form at least 60 days before the requested effective date of the increase.
- C. MHA will determine whether the new rent to owner is reasonable and will advise the owner and tenant of either acceptance or denial of the new rent amount and the effective date.
- D. RAD PBV rent adjustments are made on the contract anniversary date for all PBV units. Adjusted rents may not exceed the lower of the reasonable rent, or the contract rent increased by the operating cost adjustment factor (OCAF), except if the rent increase would result in a rent below the initial rent.

#### **9.3 PAYMENT STANDARDS** *[24 CFR 982.503]*

- A. MHA will establish a single voucher payment standard amount for each FMR area in MHA jurisdiction.
- B. For each FMR area, MHA will establish payment standard amounts for each "unit size".



- C. 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.
- D. 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.
- E. 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.
- F. 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.
  - (1) If these are not the primary factors for families paying higher rents, MHA will continue increasing the payment standard.
- G. MHA may consider the average time period for families to lease up under the voucher program.
  - (1) 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.
- H. When MHA lowers the Payment Standard for any FMR area, the lower Payment Standard will be applied as follows:
  - (1) 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,
  - (2) 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)

## Chapter 10

### RECERTIFICATIONS

[24 CFR 982.516]

#### **10.1 ANNIVERSARY DATE**

- A. MHA is required to complete an annual certification for each family effective the first day of the anniversary month.
- B. The month that a family moves into their initial unit is known as the family's anniversary month.
- C. Families admitted to the program prior to 2018 have an anniversary date determined by the month that they moved into their last unit.
- D. Families with an anniversary month different than the month of the initial move-in will continue to be recertified based on their original anniversary month in 2018.
  - (1) The anniversary date will be changed to the initial unit move in month during the family's 2018 annual or during relocation to another unit, whichever occurs first.
  - (2) When a family relocates to another unit, an annual will be completed and the anniversary month will be changed.

#### **10.2 FAILURE TO RESPOND**

- A. 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. If the family does not appear for the second appointment, and has not rescheduled or made prior arrangements with MHA, MHA will terminate the families' assistance.
- C. If the tenant misses a certification appointment(s) and/or causes a delay in the processing of the annual certification and the annual certification results in an increase of tenant portion of rent, the rent change will be effective the first day of the month following MHA's processing of the change.
  - (1) A 30 day notice is not required for tenant-caused delays.
  - (2) Any HAP overpayment for months previous to the effective date of the annual certification will be required to be paid to MHA by the tenant.

- D. If the tenant misses a certification appointment(s) and/or causes a delay in the processing of the annual certification and the annual certification results in a decrease of tenant portion of rent, the rent change will be effective the first day of the month following MHA's processing of the change.

(1) MHA will not retroactively pay any additional HAP for months previous to the effective date.

### **10.3 REPORTING CHANGES IN INCOME**

- A. MHA requires that families report income changes to MHA in writing within 30 days of the change.
- B. If the change is an increase in income, the change will be effective the first day of the month following a 30 day notice to the tenant and landlord.
- C. If the change is a decrease in income, the change will be effective the first day of the month following the written report of the change.

(1) If the decrease in income is reported to MHA after the 10<sup>th</sup> of the month, the difference in housing assistance paid by MHA may not be processed until the second month following the change.

(i) The tenant should continue to pay the same portion of rent until MHA provides the tenant and landlord with a notice of a change.

(2) Requested verifications to the tenant for decreases in income that is not received within 14 days of MHA's request will require a new written report of the change. The effective date of the decrease will be determined by the most current written report of the change.

- D. If the family fails to report an increase in income within 30 days of the change, MHA will determine if the failure to report the income was a deliberate act or the family has a pattern of not reporting income by reviewing the tenant file.

(1) If MHA determines that the failure to report income is deliberate or if the family has a history of not reporting income timely, the family's assistance will be terminated.

(2) The family is still required to return the overpayment to MHA.

- E. If the failure to report income is determined to not be deliberate and there is no history of failing to report income increases, MHA will give the family the opportunity to enter into a repayment agreement and continue receiving housing assistance contingent upon the family meeting the repayment agreement requirements.

F. Rent changes caused by increases of income that is not reported or reported by the tenant late, will be effective the first day of the month following MHA's processing of the change.

(1) A 30 day notice is not required for tenant-caused delays.

## Chapter 11

### MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314, 982.353, 982.355(a)]

#### **11.1 RESTRICTIONS ON MOVES** [24 CFR 982.314, 982.552(a)]

A. Families will not be permitted to move:

- (1) During the initial year of assisted occupancy.
- (2) Insufficient funding for continued assistance.
- (3) The family has violated a family obligation within the past 12 months.
- (4) The family owes MHA money.
- (5) A voucher issued to the family expired within the past 6 months.

\*Exceptions are moves required during the conversion of RAD and/or the need to downsize.

#### **11.2 PROCEDURE FOR MOVES** [24 CFR 982.314]

A. The family must give the landlord and MHA a notice to vacate no less than 30 days from the move out date on the notice.

- (1) If the lease requires a notice longer than 30 days, the family must provide the notice in compliance with the lease.
- (2) The copy of the notice to vacate provided to MHA must be on MHA's notice to vacate form.
- (3) A notice shorter than 30 days is accepted if the tenant is moving under VAWA or due to an abatement.

B. The move out date must be the last day of the month. MHA prorates the HAP and UAP amount for the first month of the HAP contract term. MHA does not prorate the last month of the HAP contract.

C. For PBV families, the family must give the landlord a notice to vacate no less than 30 days from the move out date on the notice. If the lease requires a notice

longer than 30 days, the family must provide the notice in compliance with the lease.

- D. It is the responsibility of the PBV landlord to provide MHA with the notice to vacate no later than 25 days PRIOR TO the move out date on the vacate notice.

### **11.3 CONTINUANCE OF OCCUPANCY**

- A. A family may retract their notice to vacate and remain in the current unit if the landlord is in agreement so long as a rescind of notice to vacate form is provided to MHA no later than 10 days after the move out date on the notice to vacate.
  - (1) HAP contracts will not be reinstated for continuance requests received after the 10 days.
    - (i) Retroactive HAP payments resulting from approved continuance of occupancy requests received after the 10<sup>th</sup> day of the month will be made retroactively to the landlord the first of the month after the continuance of occupancy request is processed.
  - (2) If the landlord does not agree to the continuance, the family must provide MHA with an acceptable RTA before the voucher expires.
    - (i) In the cases in which the HAP contract has not been reinstated, the tenant is responsible for the full rent.

### **11.4 RETRACTION OF REQUEST FOR TENANCY APPROVAL (RTA)**

- A. MHA will not allow a tenant to retract a RTA for reasons other than extenuating circumstances after MHA passes the inspection for a unit unless the tenant remains in his or her current unit and a rescind of notice to vacate form is provided to MHA and meets the qualifications to retract the notice to vacate.

### **11.5 PORTABILITY [24 CFR 982.353]**

- A. Families will not be permitted to move outside MHA's jurisdiction before or during their initial year of occupancy inside MHA's jurisdiction.
- B. Elm Street vouchers are not allowed to relocate to a unit other than one located on the Elm Street property, including portability.
- C. Project-based vouchers are not allowed to relocate to a unit other than one located on the project-based property, including portability.

- D. VASH vouchers are allowed to port to areas in which supportive services can be continued after the initial lease term.

## 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]

#### **12.1 GROUNDS FOR DENIAL/TERMINATION** [24 CFR 982.54, 982.552, 982.553]

- A. The following are grounds for denial assistance for applicants and termination of assistance for participants.
- (1) The family does not meet the income requirements set by HUD.
  - (2) Failure to disclose and verify Social Security Numbers (as provided by 24 CFR 5.216).
  - (3) Failure to correct an HQS breach caused by the family.
  - (4) Failure to allow MHA to inspect the unit at reasonable times and after reasonable notice.
  - (5) Missing two or more inspections without rescheduling per MHA policy.
  - (6) Moving from the assisted unit prior to notifying the owner and MHA.
  - (7) Not using the assisted unit for residence by the family. The unit must be the family's only residence.
  - (8) Not complying with MHA policy regarding adding and/or removing household members.
  - (9) 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.
    - (i) 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.
  - (10) Owning or having any interest in the unit.
  - (11) Family is under contract and 180 days have elapsed since MHA's last housing assistance payment was made.
    - (i) If a family fails to report income that results in zero HAP, the 180 days will be counted retroactively.
  - (12) Missing two consecutive appointments without rescheduling prior to the appointment: failing to recertify.



- (13) Reoccurring violations of the program rules.
  - (i) Reoccurring is defined as more than one occurrence in two years.
- (14) Conviction of manufacturing or producing methamphetamine on the premises of federally assisted housing.
- (15) “Engaged in or engaging” in illegal use of a drug.
  - (i) “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.
  - (ii) 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.
  - (iii) 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.
    - (a) Such screening will apply to any member of the household who is 18 years of age or older.
  - (iv) MHA will not use arrests without a conviction as evidence of criminal behavior.
  - (v) MHA will take into account the severity of the charge and rehabilitation efforts when making the decision of denial and termination of housing assistance.
- (16) 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.
  - (i) MHA will consider the use of alcohol to be a pattern if there is more than one incident during the previous 6 months.
- (17) “Engaged in or engaging in” violent criminal activity.
  - (i) “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.

- (ii) 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.
  - (iii) 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.
    - (a) Such screening will apply to any member of the household who is 18 years of age or older.
  - (iv) MHA will not use arrests without a conviction as evidence of criminal behavior.
  - (v) MHA will take into account the severity of the charge and rehabilitation efforts when making the decision of denial and termination of housing assistance.
- (18) Subject to a lifetime registration requirement under a State sex offender registration program.
- (19) Eviction for any reason
- (i) The family must promptly give MHA a copy of any owner eviction notice.
- (20) Landlord notifies the family of termination of tenancy from housing assisted under any federally assisted housing for serious violation of the lease within the past 3 years.
- (21) 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:
- (i) Owner terminates tenancy through court action for serious or repeated violation of the lease.
  - (ii) Nonpayment of rent is considered a serious violation of the lease.
    - (a) Evidence of payments may be required for verification of payments.
    - (iii) Police reports, neighborhood complaints or other third party information that has been verified by MHA.
- (22) Excessive damage beyond normal wear and tear in the previously assisted unit.

- (23) Failure to sign and submit consent forms for obtaining information in accordance with HUD guidelines.
- (24) Failure to provide requested documentation to MHA.
- (25) When required under the regulations to establish citizenship or eligible immigration status.
- (26) Violation of any family obligation under the program as listed in 24 CFR 982.551.
- (27) Committing fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
  - (i) Not reporting income within 30 days of the increase may be considered fraud.
- (28) The family currently owes rent to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
  - (i) The family will be given 30 days to pay the balance in full before the denial or termination.
  - (ii) If the family owes a balance to MHA, at its discretion, MHA may offer the family the opportunity to enter into a repayment agreement.
- (29) Failure to enter into or make payments in accordance with a repayment agreement with MHA.

(30) Failure to move into a unit after a pass inspection.

(30)(31) Family would be in an initial lease of a MHA-assisted unit at the time of housing assistance for a different site or program.

(31)(32) The family has engaged in or threatened abusive or violent behavior toward MHA personnel.

- (i) "Abusive or violent behavior towards MHA personnel" includes verbal as well as physical abuse or violence.
- (ii) 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.
- (iii) "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- (iv) Actual physical abuse or violence will always be cause for termination.

~~(32)~~(33) Lack of funding. In the event that the MHA's Annual HAP Budget Authority will no longer support the number of Families currently participating in the program, the MHA shall determine the number of families that must be terminated from assistance due to the lack of adequate funding from HUD. The MHA shall follow the steps outlined in this section in terminating assistance to families.

(i) MHA shall terminate the voucher of a Family based on the Family's date of admittance to the program.

(a) For this purpose, the MHA shall consider the Family's Lease date under the MHA's Section 8 Program to be the date of admittance to the HCVP.

(b) The Family that was first admitted to the program, according to his or her initial lease date, shall be the first to have the voucher terminated due to the lack of adequate funding from HUD.

(ii) Any Family that fits in at least one of the categories listed below will have the voucher terminated based on the date of admission after the voucher termination of Families that do not fit in any of the categories.

(a) Elderly Family

(b) Disabled Family

(c) Any Family that is under an agreement in the Homeownership program

(d) Any Family with minors in the household

(iii) Vouchers of Families in a Veterans Affairs Supportive Housing (VASH) program will be the last to be terminated regardless of category.

34. Applicant moved without notice or was terminated for a violation of program rules within the past 2 years of the full application appointment date.

## **12.2 ALLOWABLE EXCEPTIONS**

A. 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.

B. If the violating member is a minor, MHA may consider individual circumstances with the advice of Juvenile Court officials.

## **12.3 REQUIRED EVIDENCE**

- A. 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.
- B. The intent is not to prove criminal liability, but to establish that the act(s) occurred.
- C. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
- D. MHA will pursue fact-finding efforts as needed to obtain credible evidence.

#### **12.4 RESUMPTION OF TERMINATED SUBSIDIES**

- A. MHA will reissue a voucher to Families where the voucher has been terminated due to lack of funding only when funding is restored to levels adequate to support the resumption of additional HAP payments.
- B. The MHA will do so by the participants admittance dated (original lease date) beginning with the most recent admittance date to oldest admittance date.
- C. Families that were in the VASH program will be reissued vouchers based on admittance date first, pending the approval of the Veteran Affairs.
- D. Families that fit in at least one of the categories at the time of termination will be reissued vouchers based on the admittance date before Families that did not fit in any of the categories.

#### **12.5 NOTICE OF DENIAL/TERMINATION**

- A. If MHA decides to deny/terminate assistance to the family, MHA must give the family written notice which states:
  - (1) The reason(s) for the proposed denial/termination;
  - (2) The effective date of the proposed termination;
  - (3) The family's right, if they disagree, to request an informal review/hearing to be held before termination of assistance;
  - (4) The date by which a request for an informal review/hearing must be received by MHA.
- B. 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.

## **12.6 OWNER DISAPPROVAL AND RESTRICTION**

*[24 CFR 982.54, 982.306, 982.453]*

- A. For purposes of this section, "owner" includes a principal or other interested party.
- B. MHA will disapprove the owner for the following reasons:
  - (1) HUD has informed MHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
  - (2) 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.
  - (3) 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.
  - (4) 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.
    - (i) MHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.
    - (ii) 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.
- C. MHA may at their discretion, depending on the seriousness and conditions, prohibit an owner from participating or suspend participation for 6-12 months for the following reasons:
  - (1) The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
  - (2) The owner has committed fraud, bribery or any other corrupt act in connection with any Federal housing program.
  - (3) The owner has engaged in or is engaging in drug-related criminal activity or any violent criminal activity within the past 3 years.

- (i) MHA will not use arrests without a conviction as evidence of criminal behavior.
  - (ii) MHA will take into account the severity of the charge and rehabilitation efforts when making the decision of denial and termination of landlord participation.
  - (iii) “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.
- (4) 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.
  - (5) The owner has a history or practice of renting units that fail to meet State or local housing codes.
  - (6) The owner has committed criminal activity which warrant a record of a felony or misdemeanor.
  - (7) 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:
    - (i) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (ii) 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;
    - (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
    - (iv) Is drug-related criminal activity or violent criminal activity.
  - (8) The owner has not paid State or local real estate taxes, fines or assessments.

- (9) 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.
- D. 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.
  - (1) 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.
  - (2) The decision of the Executive Director is to be considered final. 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



## Chapter 13

### OWNER OR FAMILY DEBTS TO MHA

[24 CFR 982.552]

#### **13.1 PAYMENT AGREEMENT FOR FAMILIES** [24 CFR 982.552 (c)(v-vii)]

- A. A Payment Agreement as used in this Plan is a document entered into between MHA and a person who owes a debt to MHA.
- B. 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.
- C. Families are required to pay all debts owed whether or not they continue to receive assistance.
  - (1) 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.
- D. Per HUD's requirements to fully utilize EIV, MHA will report any debts owed by the family in the EIV Debts Owed module.
  - (1) Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date.
- E. 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.
- F. The maximum length of time MHA will enter into a payment agreement with a family is 24 months.
- G. Payment agreements will be executed between MHA and the head of household.
- H. Payments may only be made by money order or cashier's check.
- I. Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family verification of the hardship.
  - (1) Regardless of the decrease, the total balance must be paid within 24 months from the date of the first due date.
- J. 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:
  - (1) Family size exceeds the HQS maximum occupancy standards

- (2) The HAP contract is terminated due to owner non-compliance or opt-out
- (3) A natural disaster

K. Circumstances in which MHA may not enter into a payment agreement are:

- (1) If the family already has a Payment Agreement in place.
- (2) MHA determines that the debt amount is larger than can be paid back by the family within 24 months.
- (3) Monies owed are due to fraud or misrepresentation. [24 CFR 982.163]
  - (i) HUD's definition of program fraud and abuse is a single act or pattern of actions that:
    - (a) 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.

L. MHA will calculate payment agreement affordability as follows:

- (1) 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.
  - (i) 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.
- (2) Subtract the total of the monthly payment amount \*24 months from the total debt amount.
- (3) The remainder is the amount the family would have to pay as a lump sum prior to entering the payment agreement.
  - (i) If the family is unable to pay the lump sum, the debt is considered more than can be paid back in 24 months.
- (4) 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.

### **13.2 LATE PAYMENTS**

- A. 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.
- B. 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:
  - (1) Require the family to pay the balance in full.
  - (2) Pursue civil collection of the balance due.
  - (3) Terminate the housing assistance.

### **13.3 OWNER DEBTS TO MHA** *[24 CFR 982.453(b)]*

- A. 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.
- B. 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.

## Chapter 14

### **COMPLAINTS AND APPEALS**

#### **14.1 INFORMAL REVIEW/APPEALS PROCEDURES FOR APPLICANTS**

*[24 CFR 982.54(d), 982.554, 982.555]*

- A. Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract.
  - (1) The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.
- B. Appeals 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.
- C. A request for an informal review/appeal must be received in writing per MHA's Request for Review/Appeal form no later than 15 days from the date of MHA's notification of denial of assistance.
- D. The review/appeal may be conducted by a staff person who is at the Manager level or above or an individual from outside MHA.
- E. Assistance to a participant may not be terminated while MHA hearing is pending, but assistance to an applicant may be delayed pending MHA hearing.
- F. The notification of review/appeal will contain:
  - (1) The date and time of the hearing
  - (2) The location where the review/appeal will be held
  - (3) The family's right to bring evidence, witnesses, legal or other representation at the family's expense
  - (4) 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 review/hearing.
- G. The applicant/tenant will be given the option of presenting oral or written objections to the decision. Both MHA and the family may present evidence and witnesses.
- H. The applicant/tenant may use an attorney or other representative to assist them at their own expense.

- I. After a review/appeal 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.
  - (1) The request to reschedule must be received by MHA no later than 48 hours prior to the scheduled hearing date.
- J. If a family does not appear at a scheduled review/appeal and has not rescheduled the review in advance, the family must contact MHA within 48 hours, excluding weekends and holidays.
  - (2) MHA will reschedule the review/appeal only if the family provides documentation within 7 days, substantiating circumstances beyond the family's control.
- K. 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.
- L. The hearing shall concern only the issues for which the family has received the opportunity for hearing.
- M. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- N. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party.
  - (1) "Documents" includes records and regulations.
- O. 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.
- P. 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.
  - (1) The Hearing Officer may request that parties not immediately needed in the hearing, wait outside of the hearing to be called in individually.
- Q. 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.
- R. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.
- S. In addition to other rights contained in this Chapter, MHA has a right to:

- (1) Present evidence and any information pertinent to the issue of the hearing;
  - (2) Be notified if the family intends to be represented by legal counsel, advocate, or another party;
  - (3) Examine and copy any documents to be used by the family prior to the hearing;
  - (4) Have its attorney present; and
  - (5) Have staff persons and other witnesses familiar with the case present.
- T. A notice of the review/appeal findings will be provided in writing to the participant before the date of assistance termination.
- (i) It shall include the decision of the review officer and an explanation of the reasons for the decision.
- U. MHA is not bound by review/appeal hearing decisions:
- (1) Which concern matters in which MHA is not required to provide an opportunity for a hearing;
  - (2) Which conflict with or contradict to HUD regulations or requirements;
  - (3) Which conflict with or contradict Federal, State or local laws; or
  - (4) Which exceed the authority of the person conducting the hearing.
- (i) Mitigating circumstances is for the consideration of MHA, not the appeal officer.

**14.2. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS [24 CFR Part 5, Subpart E]**

- A. 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.
- B. 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 30 days or to request an informal hearing with MHA either in lieu of or subsequent to the INS appeal.
- C. 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.

- D. The request for a MHA hearing must be made within 14 days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 days of receipt of that notice.
- E. After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants.
- F. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members MHA will:
  - (1) Deny the applicant family
  - (2) Defer termination if the family is a participant and qualifies for deferral
  - (3) Terminate the participant if the family does not qualify for deferral
- G. 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.
- H. All other complaints related to eligible citizen/immigrant status:
- I. 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.
- J. 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.
- K. 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.
- L. 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. 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.



**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.

**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.

**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.

**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).

**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.

**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 medical 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 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).

**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 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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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 recertification.

**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.

**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.

**SECURITY DEPOSIT.** A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

**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).

**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.

**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, the PHA administrative plan must describe how the PHA determines whether to grant extensions, and how the PHA determines the length of any **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.

**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 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.

**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.

## **B. 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**

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## **HOMEOWNERSHIP PLAN**



**RESOLUTION NO. \_\_\_\_\_**  
**Board Approved: March 29, 2017**

## **HOUSING CHOICE VOUCHER HOMEOWNERSHIP PROGRAM**

[24 CFR 982.625 through 982.643]

### **A. INTRODUCTION**

MHA's Housing Choice Voucher Homeownership Program (HCVHP) is designed to expand homeownership opportunities for voucher participants. This program will assist Housing Choice Voucher (HCV) participants to transition from rental assistance to homeownership using their voucher. Interested participants in the Homeownership Program must submit an application for the program and the MHA will determine eligibility in accordance with the MHA Homeownership policy and ability of the family to qualify for a home mortgage. The program will be limited to a maximum of 50 housing vouchers. There is no additional funding or separate funding for a Homeownership Program. In general, the funding for this program comes from the PHA's Annual Contributions Contract (ACC) executed with HUD for the HCVP.

### **B. FAMILY REQUIREMENTS**

1. Family must be a current participant in the HCV program for a minimum of one year.
2. The family does not owe MHA or any other housing authority money.
3. Family must complete an application for participation in the Homeownership Program.
4. Family must meet program eligibility requirements:
  - (1) Have an annual minimum household income of \$14,500, and \$8,820 for disabled families; {If family does not meet the MHA minimum-income standard but can demonstrate it has been pre-qualified or pre-approved for financing that meets MHA requirements and that financing amount is sufficient to purchase a home that meets HQS in the MHA jurisdiction, family will be processed for pre-counseling and subsequent eligibility determination.} Welfare assistance may be included to meet the minimum household income requirement for elderly/disabled families only.
  - (2) The head of household or co-head of household must be currently employed on a fulltime basis (not less than an average of 30 hour per week as defined by HUD) and have been continuously so employed during the year before commencement of homeownership assistance for the family. Continuously employed includes employment with no more than a 60-day

break between employment periods. This requirement does not apply to elderly/disabled families.

- (3) Family must be a first-time homebuyer as defined by HUD. See section C of this addendum.
  - (4) Family may not have defaulted under any previous homeownership loan.
- 5. Family must complete a pre-assistance and housing counseling program approved by MHA.
  - 6. Family must provide a minimum equity in the home by providing a minimum down payment of 3% of the sales price; 1% of the 3% down payment must come from the personal resources of the family.
  - 7. MHA will make Housing Assistance Payments (HAP) in the manner prescribed by the lender, either directly to family, directly to lender, or deposited into a financial institution where payments will be drafted by lender. If required by the lender, the family must agree to set up a bank account solely for the purpose of depositing the assistance check and the tenant payment from the family. Family must deposit their portion of the mortgage payment in the account on the 1st of each month. The Mortgager must agree to debit the account each month for the mortgage payment. Date of debit to be established by family's mortgager. MHA will deposit their portion of the mortgage payment in the account prior to the 5th of each month.
  - 8. Family is required to complete all requirements for annual recertifications and submit all changes in income to MHA within 30 days of the change.
  - 9. The family must locate a unit within the required maximum period of 120 days. The sale must be within the maximum period of 180 days. The family will be permitted to remain on the HCV program, provided they meet all the eligibility requirements for continued assistance under that program if the homeownership voucher has not been utilized.
  - 10. MHA reserves the right to deny participation in the Homeownership Program to any family due to lack of funds provided by HUD to cover per unit cost of mortgage payment.
  - 11. Family's portion of the mortgage payment (principal, interest, insurance and taxes) may not be greater than 40% of family's net adjusted household income.



### **C. FIRST-TIME HOMEBUYER**

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.

### **D. PRE-ASSISTANCE/HOMEOWNERSHIP COUNSELING**

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling programs required by MHA (pre-assistance counseling).

Topics for MHA required pre-assistance counseling program include, but are not limited to:

1. Credit counseling;
2. How to find a home, including information about homeownership opportunities, schools, and transportation in the City of Little Rock;
3. 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;
4. Information on fair housing, including fair housing lending and local fair housing enforcement agencies;
5. How to negotiate the purchase of a home;
6. 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;
7. 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;

8. Home maintenance (including care of the grounds);
9. Budgeting and money management; and
10. Other information MHA or the counseling agency deems appropriate.

#### **E. HOMEOWNERSHIP VOUCHER ISSUANCE**

1. Voucher subsidy size is consistent with policy under the Administrative Plan for the HCV Program.
2. Approved applicants will be given a "homeownership" voucher, which will permit them to locate a home they wish to purchase. The family will be given 120 days to locate a unit.
3. Voucher may be extended an additional 60 days for completion of the sale.
4. Voucher may not be extended beyond 180 days from date of issuance.
5. In the event of an increase in household income during the period between the issuance of the "homeownership" voucher and its expiration date, the adjustment will be made as an interim after the change of unit or expiration date of voucher. In the event of a decrease in household income during the period between issuance of the voucher and its expiration date, the adjustment will be made the month following the date it was reported.

#### **F. SELLER REQUIREMENTS**

1. MHA may not commence homeownership assistance for occupancy of a home if MHA has been informed (by HUD or otherwise) that the seller of the home is debarred, suspended, or subject to a limited denial of participation.
2. Lease-Purchase agreements are not acceptable.
3. MHA has the right to accept or reject any property owner it deems inappropriate for the homeownership program to include, but not limited to, those identified under #1; and those who have been consistently in noncompliance as a property owner under the Tenant Based Assistance program.

#### **G. PROPERTY REQUIREMENTS**

Initial requirements applicable to the property unit include the following

determinations by MHA:

1. The property unit is an eligible unit under HUD regulation (24CFR 982.352), with any exceptions permitted by HUD.
2. MHA has elected to limit the Homeownership Program to only single-family dwelling units.
3. Property may include properties owned by MHA or under MHA Homeownership program.
4. Family may enter into contract of sale for units not yet under construction at the time the family enters into the contract for sale. MHA must not commence homeownership assistance until appropriate environmental reviews are completed and construction is completed.
5. Family must have the right to refuse a property under construction if it does not meet the quality and finished home requirements expected by the purchaser.
6. The unit must be inspected by a MHA inspector AND by an independent inspector designated by the family under HUD regulation. (See 982.631)
7. The unit must satisfy the minimum Housing Quality Standard (HQS) requirement under HUD regulations (See 982.401 and 982.632) and City Code requirements.

## **H. INSPECTIONS**

1. MHA may not commence homeownership assistance for a family until the MHA or other authorized agency has inspected the unit and has determined that the unit passes HQS. The HQS inspection is to occur a minimum of two weeks prior to proposed closing. Any failed or incomplete items must be cured, the property re-inspected with a passed status prior to closing.
2. The unit must also be inspected by an independent professional inspector, selected and paid by the family. This inspection should occur shortly after the signing of a contract of sale.
3. The independent 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 independent inspector must be qualified to report on property conditions, including major building systems and components.
4. The independent inspector shall not be a MHA employee or contractor, other

person under control of the MHA, or one selected by the MHA. The independent inspector may not have a relationship with the seller.

5. The independent inspector must provide a copy of the inspection report both to the family and to the MHA. The MHA may not commence homeownership assistance for the family until the MHA has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the PHA's tenant-based rental voucher program), the MHA shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

## **I. CONTRACT OF SALE**

1. Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the MHA a copy of the contract of sale (see also HUD regulation 982.627(a)(7)).
2. The contract of sale must:
  - (1) Specify the price and other terms of sale by the seller to the purchaser
  - (2) Provide that purchaser has the right of refusal for any home purchased under construction once property has been built.
  - (3) Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser. Inspection fee is to be paid by purchaser. Independent inspector should not have a relationship with the seller.
  - (4) Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
  - (5) Provide that the purchaser is not obligated to pay for any necessary repairs; and,
  - (6) Contain a certification from the seller that the seller has not been debarred, suspended, or subjected to a limited denial of participation under this section.

## **J. HOME FINANCING**

1. MHA prefers financing for the purchase of the home is by a qualified financial institution in the mortgage-financing business; however, seller financing may be approved on a case-by-case basis.
2. Balloon payment mortgages are not acceptable.
3. Down payment required on the home will be a minimum of 3% of the approved sale price (with 1% coming from personal resources).
4. The family must establish a minimum equity in the home by providing a minimum of 1% of the sales price from their personal resources toward the down payment.
5. All MHA mortgages are subject to MHA mortgage insurance requirements.
6. Equity in the home may not be utilized as security for any "equity-secured" loan without pre-approval by MHA.
7. MHA will review lender qualifications and loan terms prior to authorizing homeownership assistance. Homeownership assistance will be denied by MHA if MHA determines proposed financing, refinancing, or other debt to be unaffordable or if lender or loan terms do not meet MHA qualifications. In making this determination, MHA will consider other family expenses such as childcare, unreimbursed medical expenses, homeownership expenses, and other such family expenses it deems appropriate.

## **K. FAMILY OBLIGATIONS**

1. The family must comply with the following obligations listed in the HCV Administrative Plan in addition to the following:
  - (1) Compliance with mortgage - The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
  - (2) The family must not transfer the unit.
  - (3) The family may grant a mortgage on the home for debt incurred to finance the purchase of the home or any refinancing of such debt.
  - (4) Upon 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, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with HUD regulations.

- (5) The family must notify the MHA, by written notice, a minimum of 60 days before the family moves out of the home.
- (6) Notice of mortgage default - The family must notify the MHA if the family defaults on a mortgage securing any debt incurred to purchase the home.
- (7) Prohibition on ownership interest on second residence - During the time the family receives homeownership assistance under the MHA homeownership program, no family member may have any ownership interest in any other residential property.

#### **L. MAXIMUM TERM OF HOMEOWNER ASSISTANCE**

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:

- 1) Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- 2) Ten years, in all other cases.

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.

#### **M. HOMEOWNERSHIP EXPENSES**

1. Determination of Homeownership Expenses. In accordance with HUD requirements, the MHA has adopted the following policy for determining the amount of homeownership expenses to be allowed:
  - (1) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
  - (2) Real estate taxes and public assessments on the home;
  - (3) Home insurance;
  - (4) MHA allowance for maintenance and major repair and replacement expenses in the amount of \$50.00 monthly.
  - (5) MHA utility allowance for the bedroom size of the home in accordance with the MHA Administrative Plan; and
  - (6) Principal and interest on mortgage debt incurred to finance costs for 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, provided 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.
2. Payment to Lender or Family: The MHA will make homeownership assistance payments directly to the lender in one of the following manners as required by the lender.
  - (1) By depositing the said amount in a designated bank account set up for the sole purpose of accommodating the mortgage payment. Purchaser deposits the tenant payment to said account. The mortgager will then debit the account each month for the mortgage payment.
  - (2) Make payments directly to the family.
  - (3) Make payments directly to the lender.

### 3. Monthly Mortgage Payment Verification Requirement

Homeownership participants receiving monthly HAP assistance must verify quarterly mortgage payments were submitted to the mortgage servicer.

- (1) A mortgage payment statement from the mortgage servicer must be submitted each year by the family as specified by MHA within the following months: March, June, September and December.
- (2) Mortgage statement documentation must be an official document provided by the mortgage servicer.

Mortgage payments paid late (after the 15th of the month) – Documentation of three mortgage payments paid late within a 12-month period will result in termination from the HCV program.

Mortgage payment not paid – Documentation of one mortgage payment not paid (missed payment) by the family will result in termination from the HCV program.

## **N. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES**

The family is responsible for all monthly homeownership expenses not reimbursed by the housing assistance payment.

MHA housing assistance payments will be paid by one of the following methods:

- 1) Payments are deposited into an account set up for the participant's mortgage payments. The lender will have access to collect the payment once a month.
- 2) Payments are paid directly to the lender.

## **O. DEFAULT**

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.



## **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

### **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

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).)

Capital Fund Program - Five-Year Action Plan

Status: Approved

Approval Date:

Approved By:

<b>Part I: Summary</b>						
<b>PHA Name :</b> Housing Authority of the City of Little Rock		<b>Locality (City/County &amp; State)</b>				
<b>PHA Number:</b> AR004		<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revised 5-Year Plan (Revision No: )</b>				
<b>A.</b>	<b>Development Number and Name</b>	<b>Work Statement for Year 1 2018</b>	<b>Work Statement for Year 2 2019</b>	<b>Work Statement for Year 3 2020</b>	<b>Work Statement for Year 4 2021</b>	<b>Work Statement for Year 5 2022</b>
	CUMBERLAND TOWERS (AR004000010)	\$94,366.00				
	POWELL TOWERS (AR004000011)	\$391,660.00				
	PARRIS TOWERS (AR004000009)	\$253,042.00				
	AUTHORITY-WIDE	\$343,430.00	\$338,254.00	\$142,312.00	\$72,514.00	\$72,514.00
	MADISON HEIGHTS II (AR004000019)	\$228,155.00	\$231,845.00			
	SUNSET TERRACE (AR004000001)	\$682,560.00	\$647,178.00	\$569,255.00		
	HOMES AT GRANITE MOUNTAIN (AR004000020)	\$25,000.00	\$289,000.00			
	MADISON HEIGHTS PHASE I (AR004000018)	\$275,000.00	\$185,000.00			
	GRANITE MOUNTAIN SENIOR (AR004000028)				\$290,063.00	\$290,063.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
2577-0274  
02/28/2022

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2018				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	CUMBERLAND TOWERS (AR004000010)			\$94,366.00
ID0018	RAD Closing Costs(RAD Investment Activity (1504))	RAD Closing Costs		\$45,527.00
ID0017	RAD Initial Year Funding(RAD (1503))	RAD Initial Year Funding		\$48,839.00
	POWELL TOWERS (AR004000011)			\$391,660.00
ID0019	RAD Closing Costs(RAD Investment Activity (1504))	RAD Closing Costs		\$345,527.00
ID0015	RAD Initial Year Funding(RAD (1503))	RAD Initial Year Funding		\$46,133.00
	PARRIS TOWERS (AR004000009)			\$253,042.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
2577-0274  
02/28/2022

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2018				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0020	RAD Closing Costs(RAD Investment Activity (1504))	RAD Closing Costs		\$185,000.00
ID0016	RAD Initial Year Funding(RAD (1503))	RAD Initial Year Funding		\$68,042.00
	AUTHORITY-WIDE (NAWASD)			\$343,430.00
ID0001	Administration(Administration (1410)-Salaries)	Administrative Expense for CFP 2018		\$171,715.00
ID0002	Management Improvement(Management Improvement (1408)-Other,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	Training and other management improvement costs		\$171,715.00
	MADISON HEIGHTS PHASE I (AR004000018)			\$275,000.00
ID0011	RAD Pre-Development Cost(RAD Funds Pre Closing (1480))	RAD Pre-Development Cost		\$275,000.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
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Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2018				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	MADISON HEIGHTS II (AR004000019)			\$228,155.00
ID0012	RAD Pre-Development Cost(RAD Funds Pre Closing (1480))	RAD Pre-Development Cost		\$228,155.00
	SUNSET TERRACE (AR004000001)			\$682,560.00
ID0013	RAD Pre-Development Cost(RAD Funds Pre Closing (1480))	RAD Pre-Development Cost		\$682,560.00
	HOMES AT GRANITE MOUNTAIN (AR004000020)			\$25,000.00
ID0014	RAD Pre-Development Cost(RAD Funds Pre Closing (1480))	RAD Pre-Development Cost		\$25,000.00
	Subtotal of Estimated Cost			\$2,293,213.00



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Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 2 2019				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$338,254.00
ID0003	Administration(Administration (1410)-Salaries)	Administrative expense for PY 2019 Grant		\$169,127.00
ID0004	Management Improvement(Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	Training and other management improvements		\$169,127.00
	MADISON HEIGHTS II (AR004000019)			\$231,845.00
ID0021	RAD Pre-Development Costs(RAD Funds Pre Closing (1480))	RAD Pre-Development Cost		\$46,845.00
ID0026	RAD Initial Year Funding(RAD (1503))	RAD Initial Year Funding		\$35,000.00
ID0030	RAD Closing Costs(RAD Investment Activity (1504))	RAD Closing Costs		\$150,000.00

Form HUD-50075.2(4/2008)

Form HUD-50075.2(4/2008)

Capital Fund Program - Five-Year Action Plan

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Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 3 2020				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$142,312.00
ID0005	Administration(Administration (1410)-Salaries)	Administrative costs for PY 2020 grant award		\$71,156.00
ID0006	Management Improvement(Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	Training and other management improvement activities.		\$71,156.00
	SUNSET TERRACE (AR004000001)			\$569,255.00
ID0032	RAD Initial Year Funding(RAD (1503))	RAD Initial Year Funding		\$50,000.00
ID0033	RAD Closing Costs(RAD Investment Activity (1504))	RAD Closing Costs		\$519,255.00
	Subtotal of Estimated Cost			\$711,567.00

Capital Fund Program - Five-Year Action Plan

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Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 4 2021				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$72,514.00
ID0007	Administration(Administration (1410)-Salaries)	Administrative cost for PY 2021 grant activities		\$36,257.00
ID0008	Management Improvement(Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	Training and other management improvement activities		\$36,257.00
	GRANITE MOUNTAIN SENIOR (AR004000028)			\$290,063.00
ID0034	RAD Closing Costs(RAD Investment Activity (1504))	RAD Closing Costs		\$290,063.00
	Subtotal of Estimated Cost			\$362,577.00

Form HUD-50075.2(4/2008)

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
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Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year 1 2018	
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
Administration(Administration (1410)-Salaries)	\$171,715.00
Management Improvement(Management Improvement (1408)-Other,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	\$171,715.00
Subtotal of Estimated Cost	\$343,430.00

## Capital Fund Program - Five-Year Action Plan

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Part III: Supporting Pages - Management Needs Work Statements (s)	
Work Statement for Year	2019
Development Number/Name General Description of Major Work Categories	Estimated Cost
Housing Authority Wide	
Administration(Administration (1410)-Salaries)	\$169,127.00
Management Improvement(Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	\$169,127.00
Subtotal of Estimated Cost	\$338,254.00



Capital Fund Program - Five-Year Action Plan

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<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 3	2020
<b>Development Number/Name</b> <b>General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Administration(Administration (1410)-Salaries)	\$71,156.00
Management Improvement(Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	\$71,156.00
Subtotal of Estimated Cost	\$142,312.00

Form HUD-50075.2(4/2008)

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development  
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<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 5	2022
<b>Development Number/Name</b> <b>General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Administration(Administration (1410)-Salaries)	\$36,257.00
Management Improvement(Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	\$36,257.00
Subtotal of Estimated Cost	\$72,514.00

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan or  
State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Kevin Howard, the City of Little Rock Housing Director  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the City of Little Rock

*PHA Name*

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

City of Little Rock, Pulaski County

*Local Jurisdiction Name*

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

Providing Residents of Pulaski County and the City of Little Rock with an option for safe  
decent and affordable housing options. Working with Developers to expand its portfolio to  
build additional affordable units.

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

Signature

Kevin Howard

[Signature]

Title

Date

Housing Director

11/13/2020

# **Certification of Compliance with PHA Plans and Related Regulations (Small PHAs)**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
**OMB No. 2577-0226**  
**Expires 02/29/2016**

## **PHA Certifications of Compliance with the PHA Plans and Related Regulations including Civil Rights and PHA Plan Elements that Have Changed**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or \_\_\_X\_ Annual PHA Plan for the PHA fiscal year beginning 2021, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this 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.
4. The PHA certifies that the following policies, programs, and plan components have been revised since submission of its last Annual PHA Plan (check all policies, programs, and components that have been changed):

- \_\_\_ 903.7a Housing Needs
- \_\_\_ 903.7b Deconcentration and Other Policies Governing Eligibility, Selection, Occupancy, and Admissions Policies
- \_\_\_ 903.7c Financial Resources
- \_\_\_ 903.7d Rent Determination Policies
- \_\_\_ 903.7h Demolition and Disposition
- \_\_\_ 903.7k Homeownership Programs
- \_\_\_ 903.7r Additional Information
  - \_\_\_A. Progress in meeting 5-year mission and goals
  - \_\_\_B. Criteria for substantial deviation and significant amendments
  - \_\_\_C. Other information requested by HUD
    - \_\_\_1. Resident Advisory Board consultation process
    - \_\_\_2. Membership of Resident Advisory Board
    - \_\_\_3. Resident membership on PHA governing board

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.
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, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
  8. For a 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 2010-25);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting lists 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 certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

\_\_\_\_\_  
PHA Name

\_\_\_\_\_  
PHA Number/HA Code

\_\_\_\_ 5-Year PHA Plan for Fiscal Years 20\_\_\_\_ - 20\_\_\_\_

Annual PHA Plan for Fiscal Year 2021

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

Name of Authorized Official	Title
Signature	Date

**Civil Rights Certification**  
**(Qualified PHAs)**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
**OMB Approval No. 2577-0226**  
**Expires 02/29/2016**

**Civil Rights Certification**

**Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Housing Authority of the City of Little Rock  
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 Kenyon Lowe Sr.

Title : Board Chairperson

Signature

Date