



SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION  
TELECONFERENCE MEETING ONLY

REGULAR MEETING AGENDA

Wednesday, September 21, 2022 – 4:00 pm

NOTICE TO PUBLIC

*In compliance with the Americans with Disabilities Act (ADA), SHRA requests that individuals who require special accommodations access and participate in Commission meetings contact the Agency Clerk at 916-440-8544 or [aalexander@shra.org](mailto:aalexander@shra.org) at least 72 hours before the scheduled meeting. Agenda materials are available for review online at [www.shra.org](http://www.shra.org). If you need assistance with locating reports, contact the Agency Clerk.*

In compliance with AB361, the Sacramento Housing and Redevelopment Commission meetings will be held by teleconference only. The public may participate in this meeting via Zoom or telephone.

Please contact the Agency Clerk's Office at [aalexander@shra.org](mailto:aalexander@shra.org) or 916-440-8544 if you have questions about the public comment procedure or remote participation.

**ZOOM MEETING LINK:**

<https://shra-org.zoom.us/j/89299235894?pwd=OTBkRkgwb3J3dFp3V1VGZmtGNzNIQT09>

Webinar ID: 892 9923 5894 Passcode: 020223

Or by Telephone: (877) 853-5257

**CALL TO ORDER 4:00 PM**

**ROLL CALL**

Chair Gale Morgan  
Vice-Chair Emmanuel Amanfor  
Commissioner Stephanie Duncan  
Commissioner Melvin Griffin  
Commissioner Cecile Nunley  
Commissioner Jasmine Osmany  
Commissioner Andrés Ramos  
Commissioner Martin Ross  
Commissioner Staajabu  
Commissioner Samuel Starks  
Commissioner Darrel Woo

## **PUBLIC COMMENTS**

Persons wishing to address the Commission on subjects not on the agenda but within the jurisdiction of the Commission may do so at this time. The Commission cannot discuss or take action on matters not on the agenda for this meeting, but Commissioners may briefly respond to statements made or questions raised by the public, ask for clarification from staff, refer the matter to staff, request staff to report back to the Commission at a subsequent meeting, or place the matter on a future agenda. Members of the public with questions are encouraged to contact staff before or after the meeting. To speak on an agenda item, please use the “raise your hand” feature or press \*9 on your phone. Speakers are limited to three minutes per item.

## **CONSENT ITEMS**

*All matters listed on consent are to be approved with one motion unless a Commissioner or the public requests that separate action be taken on a specific item.*

1. Approval of Commission Minutes for September 7, 2022

Recommendation: Approve minutes by minute action.

Contact: Amber Alexander, Agency Clerk, 916-440-8544

2. Resolution SHRC 2022-15 Approving the 2023 Annual Public Housing Plan for the Housing Authority of the City of Sacramento (HACS) and the Housing Authority of the County of the Sacramento (HACOS); Submission of the 2023 Public Housing Agency Annual Plan, Admissions and Continued Occupancy Policy and Administrative Plan to the U.S. Department of Housing and Urban Development (HUD)

Recommendation: Approve resolution.

Contact: Sarah O’Daniel, Deputy Executive Director, sodaniel@shra.org, 916-440-1397; MaryLiz Paulson, Director, mpaulson@shra.org, 916-440-1310

## **DISCUSSION / BUSINESS ITEMS**

3. Resolution SHRC 2022-17 39th and Broadway Project: Authorization to Execute an Amended Loan Commitment Letter, Authorization to Amend the Sacramento Housing and Redevelopment Agency Budget to Allocate \$750,000 in Home Investment Partnership Funds and \$750,000 Mixed Income Housing Funds to the Project; Approval to Execute Funding Agreement with Related California or Related Entity; Approval of Environmental Findings

Recommendation: Adopt resolution.

Contact: Christine Weichert, Director, Development Finance, (916) 440-1353,  
cweichert@shra.org

## **PRESENTATIONS**

4. Budget Workshop – Public Housing

Contact: Sarah O’Daniel, Deputy Executive Director, sodaniel@shra.org, 916-440-1397

5. Budget Workshop – Development Department

Contact: Christine Weichert, Director, Development Finance, (916) 440-1353,  
cweichert@shra.org

## **EXECUTIVE DIRECTOR REPORT**

## **COMMISSION CHAIR REPORT**

## **COMMISSION MEMBER REPORTS**

## **ADJOURN**

*I, Amber Alexander, Agency Clerk, do hereby certify that I have caused a true copy of the above notice to be delivered to each of the members of the Sacramento Housing and Redevelopment Commission, at the time and in the manner prescribed by law and that this notice was posted at 801 12th Street, Sacramento, California on September 16, 2022.*



**SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION**  
**VIA TELECONFERENCE**

**DRAFT REGULAR MEETING MINUTES**

**Wednesday, September 7, 2022 – 4:00 pm**

**CALL TO ORDER**

Chair Morgan called the meeting to order at 4:01 pm

**ROLL CALL**

Attending via teleconference were Chair Morgan, Commissioner Duncan, Commissioner Nunley, Commissioner Ramos, Commissioner Ross, Commissioner Staajabu, Commissioner Starks, and Commissioner Woo. Vice-Chair Amanfor joined the meeting at 4:15 pm, and Commissioner Griffin and Commissioner Osmany were absent.

**PUBLIC COMMENT FOLLOW-UP REPORT**

Director MaryLiz Paulson reported that staff has followed up with Gary Qualset on his concerns about the SERA program and explained to him how the program works.

**PUBLIC COMMENTS**

No public comments were received.

**CONSENT ITEMS**

1. Approval of Commission Minutes for August 17, 2022

Commissioner Nunley made a motion to approve the minutes as presented. The was seconded by Commissioner Woo. By a roll call vote the motion carried by the following vote:

**Ayes:** Morgan, Duncan, Nunley, Ramos, Ross, Staajabu, Starks, Woo

**Noes:** None

**Abstain:** None

**Absent:** Griffin, Amanfor, Osmany

**PUBLIC HEARINGS**

2. 2023 Annual Public Housing Plan for the Housing Authority of the City of Sacramento (HACS) and the Housing Authority of the County of Sacramento (HACOS); Submission of the 2023 Public Housing Agency Annual Plan, Admissions and Continued Occupancy



Policy and Administrative Plan to the U.S. Department of Housing and Urban Development (HUD)

Patricia Simpson and Maria Advalas presented the reports.

Chair Morgan opened the public hearing.

There were no public comments.

Chair Morgan closed the public hearing.

*Vice-Chair Amanfor joined the meeting at 4:15 pm*

**DISCUSSION / BUSINESS ITEMS**

3. Resolution SHRC 2022-16 Authorizing Public Meetings to be Held Via Teleconferencing Under Government Code Section 54953(e) and Making Findings and Determinations Regarding the Same

Amber Alexander, Agency Clerk, recommended approving AB361 to allow for teleconferenced meetings for another 30 days.

Commissioner Staajabu made a motion to approve the resolution. Commissioner Woo seconded the motion. By a roll call vote, the motion carried by the following vote:

**Ayes:** Morgan, Duncan, Amanfor, Nunley, Ramos, Ross, Staajabu, Starks, Woo

**Noes:** None

**Abstain:** None

**Absent:** Griffin, Osmany

**PRESENTATIONS**

4. SERA Program Update

Director MaryLiz Paulson gave an update on the SERA program and explained how the program works.

5. Budget Workshop – Housing Choice Vouchers and Homeless Innovations

Director MaryLiz Paulson presented the Housing Choice Voucher and Homeless Innovations division's budgets.

### **EXECUTIVE DIRECTOR REPORT**

Executive Director, La Shelle Dozier, reported that the next meeting will be on September 21. She also reported that there will be a ribbon cutting at Vista Nueva on October 13.

### **COMMISSION CHAIR REPORT**

Chair Morgan reminded everyone to stay hydrated in this heat wave.

### **COMMISSION MEMBER REPORTS**

There were no reports from the Commissioners.

### **ADJOURN**

Chair Morgan adjourned the meeting at 4:52 pm

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AGENCY CLERK

September 21, 2022



Sacramento Housing and Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

**SUBJECT** Resolution of the Sacramento Housing and Redevelopment Commission Approving the 2023 Annual Public Housing Plan for the Housing Authority of the City of Sacramento (HACS) and the Housing Authority of the County of Sacramento (HACOS); Submission of the 2023 Public Housing Agency Annual Plan, Admissions and Continued Occupancy Policy and Administrative Plan to the U.S. Department of Housing and Urban Development (HUD)

**RECOMMENDATION**

Staff recommends adoption of the attached resolution which: 1) certifies that the required public hearing has been held and comments have been received and considered; 2) approves the 2023 Public Housing Agency (PHA) Annual Plan (Plan), Admissions and Continue Occupancy Policy (ACOP), and the Administrative Plan for the Housing Choice Voucher (HCV) program for the Housing Authority of the County of Sacramento; 3) authorizes the Executive Director or her designee to make non-substantive changes to the Plan, ACOP and the Administrative Plan based on additional public comments; 4) authorizes the Executive Director or her designee to make changes to the PHA Plan, ACOP and Administrative Plan as directed by HUD or as required for compliance with the Quality Housing and Work Responsibility Act of 1998; 5) certifies that the Plan is consistent with the Consolidated Plan per 24 Code of Federal Regulations (CFR) §903.15 and; 6) authorizes the Executive Director or her designee to execute and submit all required documents for the submission and certification of the 2023 PHA plan to HUD.

**CONTACT PERSONS**

Sarah O'Daniel, Deputy Executive Director, Public Housing, 916-440-1346  
Patricia Simpson, Management Analyst, 916-215-1090  
MaryLiz Paulson, HCV Director, 916-440-1310  
Maria Avdalas, Program Integrity Analyst, 916-449-6201

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## **SUMMARY**

This report recommends approval of the following:

- 2023 Annual PHA Plan – City (Attachment 1)
- 2023 Annual PHA Plan – County (Attachment 2)
- 2023 Administrative Plan for the Housing Choice Voucher program for the Housing Authority of the County of Sacramento (Attachment 3)
- Public Housing ACOP for the Housing Authority of the City of Sacramento (Attachment 4)
- Public Housing ACOP for the Housing Authority of the County of Sacramento (Attachment 5)
- Capital Fund Program Five-year Action Plan for the Housing Authority of the County of Sacramento (Attachment 6)
- Capital Fund Program Five-Year Action Plan for the Housing Authority of the City of Sacramento (Attachment 7)
- 2023 Proposed Changes – 2023 Public Housing Authority Plan (Attachment 8)

## **BACKGROUND**

Applicable federal law and HUD regulations require that each Housing Authority develop and adopt a Five-year PHA Plan and update it annually. The PHA Annual Plan provides details on the Housing Authority programs, services, and general policies.

HUD regulations require a public outreach process including, a 45-day public comment period where significant changes are made to the Plan, ACOP and/or the Administrative Plan. Notices were published in local English and non-English language newspapers, providing the draft documents' location available for review. Notices and documents were also posted on the Agency's website at [www.shra.org](http://www.shra.org) for review.

After the public review/comment review period, and upon approval by the Commission, final changes will be made, and the documents will be submitted to HUD for review and approval. HUD has 75 days to issue a notification, approval, or denial of the revised Plan. Once the Plan is approved, staff can implement changes immediately.

Staff updated the programs' guiding policy documents after reviewing internal procedures, available funding, and new HUD regulations. Eighteen (18) proposed changes for 2023 (Attachment 8) are organized as follows:

- 1) Five (5) changes proposed by the Public Housing Program; and
- 2) Thirteen (13) changes proposed by the HCV program.

The proposed changes to the 2023 Public Housing ACOP include:

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- 1) The use of electronic signatures where warranted
- 2) Additional resident obligations regarding operating a family daycare home
- 3) Clarification regarding Repayment Agreements
- 4) Addition of the Rent Reporting Program offered by Public Housing
- 5) Addition of criteria surrounding the use and placement of resident-owned cameras

Staff updated the 2023 HCV Administrative Plan to include:

- 1) Preference definition of a displaced family
- 2) Updated Rent burden preference definition
- 3) Foster Youth to Independence (FYI) program voucher referral process
- 4) Temporary Placement of Minor with Non-Parent process
- 5) Clarification of income from assets
- 6) Expanded definition of assets
- 7) Clarification of Rent reasonableness offer to owner
- 8) Updated Homeless definition
- 9) Long-term placement definition
- 10) Non-parent definition

### **FINANCIAL CONSIDERATIONS**

The Capital Fund Program (CFP) Five-Year Action Plan identifies anticipated annual allocations from HUD and the proposed uses for those funds. The 2020 Annual Plan updates the CFP Five-Year Action Plan and makes annual adjustments for funding realities. The recommended action before the Commission requires no additional funding consideration.

### **POLICY CONSIDERATIONS**

The Public Housing Authority complies with applicable federal laws and regulations, including the Quality Housing and Work Responsibility Act of 1998.

### **ENVIRONMENTAL REVIEW**

**California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA):** The Capital Fund Program (CFP) Five-Year Action Plan was previously analyzed in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and all programs included in the Five-Year Action Plan were found to be Exempt under CEQA Guidelines and Categorically Excluded pursuant to NEPA at 24 CFR §58.35(a)(3)(i), §58.35(a)(3)(ii), §58.35(a)(6). The actions proposed in the annual plans are in support of the Five-Year Action Plan and include only minor administrative changes to programs which do not constitute substantial changes with respect to the circumstances under which these programs will be undertaken. As such, the recommended actions are not a project subject to CEQA (Cal. Pub. Resources Code § 21080) and are exempt under NEPA (24 CFR

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58.34(a)(3)), and do not require further environmental review. Some programs contained in the action plan did not include specific projects or actions on specific properties because those projects and/or properties had not yet been defined. As projects and properties are identified, additional environmental review under CEQA and/or NEPA will be required prior to any discretionary action or choice limiting action.

### **M/WBE AND SECTION 3 CONSIDERATIONS**

Minority and Women's Business Enterprise requirements and Section 3 will be applied to all activities to the greatest extent possible and as required by federal funding and in accordance with the Agency's Section 3 Economic Opportunity Plan.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

### **Attachments**

- Attachment 1 – 2023 Annual PHA Annual Plan – City
- Attachment 2 – 2022 Annual PHA Annual Plan – County
- Attachment 3 – 2023 Administrative Plan for the Housing Choice Voucher Program
- Attachment 4 – 2023 ACOP – City
- Attachment 5 – 2023 ACOP – County
- Attachment 6 – Capital Fund Program Fine-Year Plan – County
- Attachment 7 – Capital Fund Program Five-year Plan – City
- Attachment 8 – 2023 Proposed Changes, 2023 Public Housing Authority Plan
- Attachment 9 – Public Comments
- Attachment 10 – SHRA Responses to Public Comments
- Attachment 11 – SHRC Resolution

Attachments 1-11 are on file with the Agency Clerk and available at:  
<https://www.shra.org/transparency/board-agenda/> under 2022 SHRA Commission Agendas and Reports

<b>Annual PHA Plan</b> <i>(Standard PHAs and Troubled 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: 03/31/2024</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, including changes to these policies, 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.** The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

**Definitions.**

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 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 exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																								
A.1	<p> <b>PHA Name:</b> <u>Housing Authority of the City of Sacramento</u> <span style="float: right;"><b>PHA Code:</b> <u>CA005</u></span>  <b>PHA Type:</b> <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA  <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): <u>01/2023</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>1,469</u> <b>Number of Housing Choice Vouchers (HCVs)</b> <u>13,300</u> <b>Total Combined Units/Vouchers:</b> <u>14,769</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> 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. 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> <b>The Draft 2023 PHA Annual Plan is available for viewing at <a href="http://www.shra.org">www.shra.org</a> and the following locations:</b> </p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Main Administrative Office of PHA 801 12<sup>th</sup> Street, Sacramento, CA 95814</td> <td style="width: 50%; border: none;">Resident Advisory Board (RAB) Board 1725 K Street, Sacramento, CA 95814</td> </tr> <tr> <td style="border: none;">Housing Choice Voucher (HCV) and Housing Application Office 630 I Street, Sacramento, CA 95814</td> <td style="border: none;">Legal Services of Northern California 1515 12<sup>th</sup> Street, Sacramento, CA 95814</td> </tr> </table> <p> <input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a Joint PHA Plan and complete table below) </p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 25%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 25%;">Program(s) in the Consortia</th> <th rowspan="2" style="width: 20%;">Program(s) not in the Consortia</th> <th colspan="2" style="width: 20%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 10%;">PH</th> <th style="width: 10%;">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> </tbody> </table>	Main Administrative Office of PHA 801 12 <sup>th</sup> Street, Sacramento, CA 95814	Resident Advisory Board (RAB) Board 1725 K Street, Sacramento, CA 95814	Housing Choice Voucher (HCV) and Housing Application Office 630 I Street, Sacramento, CA 95814	Legal Services of Northern California 1515 12 <sup>th</sup> Street, Sacramento, CA 95814	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. Plan Elements**

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

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

Y N

Statement of Housing Needs and Strategy for Addressing Housing Needs

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.

Financial Resources.

Rent Determination.

Operation and Management.

Grievance Procedures.

Homeownership Programs.

Community Service and Self-Sufficiency Programs.

Safety and Crime Prevention.

Pet Policy.

Asset Management.

Substantial Deviation.

Significant Amendment/Modification

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

- Financial Resources have been updated with current data.
- Operations and Management has updated information revised in the Admission and Continued Occupancy Policy (ACOP).
- Community Service and Self-Sufficiency Program has provided updates with information on the programs and residents being served.

(c) The PHA must submit its Deconcentration Policy for Field Office review.

- Located in the attached 2023 ACOP, Chapter 4, Resident Selection and Assignment Plan, M. Deconcentration of Poverty and Income-Mixing.

**B.2 New Activities.**

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

Y N

Hope VI or Choice Neighborhoods

Mixed Finance Modernization or Development.

Demolition and/or Disposition.

Designated Housing for Elderly and/or Disabled Families.

Conversion of Public Housing to Tenant-Based Assistance.

Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.

Occupancy by Over-Income Families.

Occupancy by Police Officers.

Non-Smoking Policies.

Project-Based Vouchers.

Units with Approved Vacancies for Modernization.

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

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

**Mixed Finance Modernization or Development**

The Housing Authority intends to modernize and convert all units within its public housing stock using the Rental Demonstration Program (RAD), Section 18 and/or Tenant Based Assistance. Units listed below have or will be targeted for conversion to RAD and/or Section 18.



<b>RAD 2- CENTRAL CITY I</b>		<b>Number of Bedrooms</b>					
AMP	Development Name	1	2	3	4	5	Total
CA005000103	Capitol Terrace – 1820 Capital Avenue	84	0	0	0	0	84
CA005000103	Edgewater – 626 I Street	108	0	0	0	0	108
							<b>192</b>

<b>RAD 3- CENTRAL CITY II</b>		<b>Number of Bedrooms</b>					
AMP	Development Name	1	2	3	4	5	Total
CA005000103	Pine Knoll – 917 38th Street	30	0	0	0	0	30
CA005000103	Big Trees Apts. – 2516 H Street	29	0	0	0	0	29
							<b>59</b>

<b>RAD 4- CENTRAL CITY III</b>		<b>Number of Bedrooms</b>					
AMP	Development Name	1	2	3	4	5	Total
CA005000103	Comstock – 1725 K Street	80	0	0	0	0	80
							<b>80</b>

**Demolition and/or Disposition of Public Housing**

The properties included in the proposed conveyance include:

Development name:	Alder Grove, Marina Vista and Central City
Development number:	CA005000101, CA005000102 and CA005000103
Activity type:	RAD Application
Application status	Planned Application
Date of application:	2021/2022
Number of units affected:	1508
Coverage of action:	All Developments
Timeline of activity:	Estimated closing 2022
Properties included:	All Units

Development name:	Central City
Development number:	CA005000103
Activity type:	Disposition and/or RAD
Application status	Application Approved
Date of application:	2018
Number of units affected:	192
Coverage of action:	Partial Development
Timeline for activity:	2020-2021
Properties included:	625 I Street and 1820 Capitol Terrace

Development name:	Central City
Development number:	CA005000103
Activity type:	Disposition and/or RAD
Application status	Application Approved
Date of application:	2021/2022
Number of units affected:	59
Coverage of action:	Partial Development
Timeline of activity:	Estimated closing February 2023
Properties included:	917 I Street and 2516 H Street

Development name:	Central City
Development number:	CA005000103
Activity type:	Disposition and/or RAD
Application status	Application Approved
Date of application:	2020/2021
Number of units affected:	80
Coverage of action:	Pre-development
Timeline of activity:	January 2023 to December 2023 for Pre-development
Properties included:	1725 K Street

**Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD:**

The Housing Authority of the City of Sacramento will be looking to convert two properties over to RAD in 2023 under DDA 0012022, which are the properties located at: 2526 H Street (Big Trees) and 917 38<sup>th</sup> Street (Pine Knoll).

The Housing Authority of the City of Sacramento (HACS) may look to utilize the demolition/disposition for its property at 1725 K Street, to explore if it meets the requirements of obsolescence. This is an 80-unit 1-bedroom senior building which had been previously submitted for consideration of disposition. The exploration of the viability of demolition/disposition is part of the Housing Authority’s efforts to reposition its Public housing assets.

**B.3 Progress Report.**

Provide a description of the PHA’s progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.

The PHA continued to provide quality housing that is affordable to the low, very low and extremely low-income households. Strategies pursued by the PHA as outlined in the 5-Year PHA Plan continue to be successful and allow the authority to meet our Mission to promote adequate and affordable housing, economic opportunities and a suitable living environment free from discrimination.

Significant Amendment and Substantial Deviation/Modification  
The PHA hereby defines “significant amendment” and “substantial deviation/modification” as any change in policy which significantly and substantially alters the Authority’s stated mission and the persons the Authority serves. This would include admissions preferences, demolition and/or disposition activities and conversion programs. Discretionary or administrative amendments consistent with the Authority’s stated overall mission and basic objectives will not be considered significant amendments or substantial deviations/modifications.

If a significant amendment and/or substantial deviation/modification occur, the public process will include: consultation with the Resident Advisory Board, a public comment period, public notification of where and how the proposed change can be reviewed, and the approval by the Housing Authority Boards.

The Housing Authority of the County of Sacramento is also including its definition of substantial deviation to the PHA Plan to include the following language:  
As part of the Rental Assistance Demonstration (RAD), the Housing Authority of the County of Sacramento (HACoS) is redefining the definition of a substantial deviation from the PHA Plan to exclude the following RAD-specific items:

- a. The decision to convert to Project Based Voucher Assistance;
- b. Changes to the Capital Fund Budget produced as a result of each approved RAD conversion, regardless of whether the proposed conversion will include of additional Capital Funds;
- c. Changes to the construction and rehabilitation plan for each approved RAD conversion; and
- d. Changes to the financing structure for each approved RAD conversion.

**B.4 Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. Approved by HUD on \_\_\_\_\_.

**B.5 Most Recent Fiscal Year Audit.**

(a) Were there any findings in the most recent FY Audit?

Y N

(b) If yes, please describe:

**C. Other Document and/or Certification Requirements.**

C.1	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y N  <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) 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>		
C.2	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD 50077-SL</a>, <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>		
C.3	<p><b>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</b></p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>		
C.4	<p><b>Challenged Elements.</b> If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y N  <input type="checkbox"/> <input type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>		
C.5	<p><b>Troubled PHA.</b></p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y N N/A  <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>		
D.	<p><b>Affirmatively Furthering Fair Housing (AFFH).</b></p>		
D.1	<p><b>Affirmatively Furthering Fair Housing (AFFH).</b></p> <p>Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.</p> <table border="1" data-bbox="180 1581 1453 1619"> <tr> <td data-bbox="180 1581 440 1619"><b>Fair Housing Goal:</b></td> <td data-bbox="440 1581 1453 1619"></td> </tr> </table>	<b>Fair Housing Goal:</b>	
<b>Fair Housing Goal:</b>			

**Describe fair housing strategies and actions to achieve the goal**

- HACS continues to take affirmative measures to ensure that access to assisted housing is provided regardless of race, color, religion, national origin, sex, familial status, disability, sexual orientation, and gender identity.
- HACS uses its current Language Access Plan, to provide information and forms to individuals and families with limited English speaking skills.
- HACS staff continues to attend annual Fair Housing Training to ensure that fair housing efforts continue to be implemented.

**Fair Housing Goal:**

**Describe fair housing strategies and actions to achieve the goal**

**Fair Housing Goal:**

**Describe fair housing strategies and actions to achieve the goal**

# Instructions for Preparation of Form HUD-50075-ST Annual PHA Plan for Standard and Troubled PHAs

## A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

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. Plan Elements. All PHAs must complete this section.

### B.1 Revision of Existing 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.” (24 CFR §903.7)

**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 and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. 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 (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

**Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** 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)) 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 maintain 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))

**Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. (24 CFR §903.7(e))

**Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. (24 CFR §903.7(f))

**Homeownership Programs.** A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

**Community Service and Self Sufficiency Programs.** Describe how the PHA will comply with the requirements of (24 CFR §903.7(l)). Provide a description of: **1)** Any programs relating to services and amenities provided or offered to assisted families; and **2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs subject to Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135) and FSS. (24 CFR §903.7(l))

**Safety and Crime Prevention (VAWA).** Describe the PHA’s plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the

coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. (24 CFR §903.7(m)) A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

**Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

**Asset Management.** State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. (24 CFR §903.7(q))

**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. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

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 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:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/hope6](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6). (Notice PIH 2011-47)

**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:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/hope6/mfph#4](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4)

**Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development 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 approval under section 18 of the 1937 Act (42 U.S.C. 1437p); 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 as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. 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))

**Designated Housing for Elderly and Disabled Families.** Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission; **5)** the number of units affected and; **6)** expiration date of the designation of any HUD approved plan. **Note:** The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

**Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** 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 under the Rental Assistance Demonstration (RAD) program.** 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 Rental Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.](#)

**Occupancy by Over-Income Families.** A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA's cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: [Notice PIH 2011-7.](#) (24 CFR 960.503) (24 CFR 903.7(b))

**Occupancy by Police Officers.** The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A “police officer” means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD’s website at: [Notice PIH 2011-7. \(24 CFR 960.505\)](#) (24 CFR 903.7(b))

**Non-Smoking Policies.** The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD’s website at: [Notice PIH 2009-21 and Notice PIH-2017-03. \(24 CFR §903.7\(e\)\)](#)

**Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. 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 ([24 CFR §903.7\(b\)](#)).

**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).

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

**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\(r\)\(1\)](#))

**B.4 Capital Improvements.** PHAs that receive funding from the Capital Fund Program (CFP) must complete this section ([24 CFR §903.7 \(g\)](#)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: “See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX.”

**B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. ([24 CFR §903.7\(p\)](#))

#### C. Other Document and/or Certification Requirements.

**C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on 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](#))

**C.2 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](#)). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

**C.3 Civil Rights Certification/ 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 and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* 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 certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154 or 24 CFR 5.160(a)(3) as applicable; (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. 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\(o\)](#)).

**C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.

**C.5 Troubled PHA.** If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark “yes,” and describe that plan. Include dates in the description and most recent revisions of these documents as attachments. If the PHA is troubled, but does not have any of these items, mark “no.” If the PHA is not troubled, mark “N/A.” ([24 CFR §903.9](#))

**D. Affirmatively Furthering Fair Housing (AFFH).**

**D.1 Affirmatively Furthering Fair Housing.** The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) .... Strategies and actions must affirmatively further fair housing ....” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless , the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 7.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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





**Annual Plan Elements**

**B1. Revision to the PHA Plan Elements**

**Financial Resources**

<b>2022 Planned Sources and Uses</b>		
<b>1. Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
Public Housing Operating Fund	\$5,900,000	Operations
Public Housing Capital Fund	\$2,600,000	Various
<b>2. Other Federal Grants (list below)</b>		
Family Self Sufficiency Grant (2017)	\$67,364	Public Housing Self Sufficiency
ROSS Service Coordinators (2017)	\$159,500	Service Coordination
<b>3. Prior Year Capital Funds</b>		
2019 City CFP	\$4,000,601	Public Housing Maintenance
2020 City CFP	\$4,104,873	Operations
<b>4. Public Housing Tenant</b>		
Rental Income (2021)	\$3,852,000	Public Housing Operating Expenses
Miscellaneous Charges to Tenants	\$30,000	Public Housing Operations
Miscellaneous Income	\$60,357	Public Housing Operating Expenses

**Significant Amendment and Substantial Deviation/Modification**

The PHA hereby defines “substantial deviation” and “significant amendment/modification” as any change in policy which significantly and substantially alters the Authority’s stated mission and the persons the Authority serves. This would include admissions preferences, demolition and/or disposition activities, and conversion programs. Discretionary or administrative amendments consistent with the Authority’s stated overall mission and basic objectives will not be considered substantial deviations or significant modifications.

If a significant amendments and/or substantial deviations/modifications occur the public process will include: consultation with the Resident Advisory Board, a public comment period, public notification of where and how the proposed change can be reviewed, and the approval by the Housing Authority Boards.

The Housing Authority of the City of Sacramento is changing its definition of substantial deviation to the PHA Plan to include the following language:

**Significant Amendment Definition**

As part of the Rental Assistance Demonstration (RAD), Housing Authority of the City of Sacramento is redefining the definition of a substantial deviation from the PHA Plan to exclude the following RAD-specific items:

- a. The decision to convert to Project Based Voucher Assistance;
- b. Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
- c. Changes to the construction and rehabilitation plan for each approved RAD conversion; and
- d. Changes to the financing structure for each approved RAD conversion.

**New Activities.**

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

- Y N
- Hope VI or Choice Neighborhoods.
  - Mixed Finance Modernization or Development.
  - Demolition and/or Disposition.
  - Conversion of Public Housing to Tenant Based Assistance.
  - Conversion of Public Housing to Project-Based Assistance under RAD.
  - Project Based Vouchers.
  - Units with Approved Vacancies for Modernization.
  - Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

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

**Mixed Finance Modernization or Development**

The Housing Authority intends to modernize and convert all units within its public housing stock using the Rental Demonstration Program (RAD), Section 18, and/or Tenant Based Assistance. Units listed below have or will be targeted for conversion to RAD and/or Section 18.

RAD 2 – Central City I		# of Bedrooms						
AMP	Development Name	0	1	2	3	4	5	Total
CA0050000103	Capitol Terrace - 1820 Capital Avenue	X	84	X	X	X	X	84
CA0050000103	Edgewater – 626 I Street	X	108	X	X	X	X	108
		0	192	0	0	0	0	192

RAD 3 – Central City II		# of Bedrooms						
AMP	Development Name	0	1	2	3	4	5	Total
CA0050000103	Pine Knoll – 917 I Street	X	30	X	X	X	X	30
CA0050000103	Big Trees Apts. - 2516 H Street	X	29	X	X	X	X	29
		0	59	0	0	0	0	59

RAD 4 – Central City III		# of Bedrooms						
AMP	Development Name	0	1	2	3	4	5	Total
CA0050000103	Comstock - 1725 K Street	X	80	X	X	X	X	80
		0	80	0	0	0	0	80

## Demolition and/or Disposition of Public Housing

The properties included in the proposed conveyance include:

<b>Development name:</b>	Alder Grove, Marina Vista, and Central City
<b>Development (project) number:</b>	CA005000101, CA005000102, and CA005000103
<b>Activity type:</b>	RAD Application
<b>Application status:</b>	Planned Application
<b>Date of application:</b>	2021/2022
<b>Number of units affected:</b>	1508
<b>Coverage of action:</b>	All developments
<b>Timeline for activity:</b>	Estimated closing 2030
<b>Properties included:</b>	All units

<b>Development name:</b>	Central City
<b>Development (project) number:</b>	CA005000103
<b>Activity type:</b>	Disposition and/or RAD
<b>Application status:</b>	Application Approved
<b>Date of application:</b>	2018
<b>Number of units affected:</b>	192
<b>Coverage of action:</b>	Partial Development
<b>Timeline for activity:</b>	Closed February 2, 2022
<b>Properties included:</b>	626 I Street an 1820 Capitol Terrace

<b>Development name:</b>	Central City
<b>Development (project) number:</b>	CA005000103
<b>Activity type:</b>	Disposition and/or RAD
<b>Application status:</b>	Application Approved
<b>Date of application:</b>	2020-2021
<b>Number of units affected:</b>	59
<b>Coverage of action:</b>	Partial development
<b>Timeline for activity:</b>	Estimated closing 2023
<b>Properties included:</b>	917 I Street and 2516 H Street

<b>Development name:</b>	Central City
<b>Development (project) number:</b>	CA005000103
<b>Activity type:</b>	Disposition and/or RAD
<b>Application status:</b>	Application Approved
<b>Date of application:</b>	2020-2021
<b>Number of units affected:</b>	80
<b>Coverage of action:</b>	Pre-development
<b>Timeline for activity:</b>	January 2023 to December 2023 for Pre-development
<b>Properties included:</b>	1725 K Street

## Conversion of Public Housing to Project-Based Assistance under RAD

The Housing Authority plans to convert all of its public housing units to RAD and request Tenant Protection Vouchers.

### Project Based Vouchers

The PHA will apply for Project Based Voucher (PBV) assistance to improve, develop, or replace a public housing property or property that it controls or has an ownership interest in without using a competitive process.

### Units with Approved Vacancies for Modernization.

Per 24 CFR § 990.145 (a)(2) and PIC Notice 2011-7 (HA), the Sacramento Housing and Redevelopment Agency (Ca005-City) is requesting consideration of the following units to be excluded in the Public and Indian Housing Information Center (PIC) under the applicable action category of Vacant HUD Approved.

We request to continue exclusion of 18 units (effective date listed below from dwelling status for the period of July 1, 2022 to June 30, 2023).

Development Number	Building Number	Building Entrance	Unit Number	Exclusion Purpose	Dates
CA005000101	260K	8	501155	Vacant Undergoing Modernization	04/08/2020
CA005000101	265K	7	501209	Vacant Undergoing Modernization	7/21/2020
CA005000101	266M	1	501306	Vacant Undergoing Modernization	2/28/2021
CA005000101	800K	6	501294	Vacant Undergoing Modernization	1/27/2021
CA005000101	KC65	7	501341	Vacant Undergoing Modernization	1/02/2021
CA005000102	65SE	1	502132	Vacant Undergoing Modernization	7/14/2021
CA005000102	150S	1	502325	Vacant Undergoing Modernization	8/1/2021
CA005000102	5T66	6	502233	Vacant Undergoing Modernization	2/18/2021
CA005000102	402R	1	502016	Vacant Undergoing Modernization	2/04/2021
CA005000106	KSTR	1	505126	Vacant Undergoing Modernization	5/22/2020
CA005000104	137CG	1	540151	Vacant Undergoing Modernization	8/18/2020

We request to exclude 20 (Special Use Units) units from dwelling status for the period of July 1, 2022 to June 30, 2023.

Development Number	Building Number	Building Entrance	Unit Number	Exclusion Purpose	Dates
CA005000101	776R	1	501105	Non-Dwelling Unit Special Use: Self Sufficiency Activities	9/17/2005
CA005000101	752R	1	501117	Non-Dwelling Unit Special Use: Self Sufficiency Activities	7/17/2012
CA005000101	752R	1	501118	Non-Dwelling Unit Special Use: Self Sufficiency Activities	4/24/2015
CA005000101	264M	1	501309	Non-Dwelling Unit Special Use: Self Sufficiency Activities	9/17/2005
CA005000101	264M	2	501310	Non-Dwelling Unit Special Use: Self Sufficiency Activities	9/17/2005
CA005000102	97SE	1	502114	Non-Dwelling Unit Special Use: Self Sufficiency Activities	7/1/2012
CA005000102	249S	1	502313	Non-Dwelling Unit Special Use: Self Sufficiency Activities	5/19/2011
CA005000102	249S	3	502315	Non-Dwelling Unit Special Use: Self Sufficiency Activities	5/19/2011
CA005000102	249S	4	502316	Non-Dwelling Unit Special Use: Self Sufficiency Activities	9/17/2005
CA005000102	249S	5	502317	Non-Dwelling Unit Special Use: Self Sufficiency Activities	9/15/2005
CA005000102	249S	6	502318	Non-Dwelling Unit Special Use: Self Sufficiency Activities	9/17/2005
CA005000102	249S	7	502319	Non-Dwelling Unit Special Use: Self Sufficiency Activities	9/17/2005
CA005000102	249S	8	502320	Non-Dwelling Unit Special Use: Self Sufficiency Activities	9/17/2005
CA005000102	30SE	1	502363	Non-Dwelling Unit Special Use: Self Sufficiency Activities	5/19/2011
CA005000103	KSTR	1	505125	Non-Dwelling Unit Special Use: Self Sufficiency Activities	10/1/2012
CA005000104	1CC5	2	511446	Non-Dwelling Unit Special Use: Self Sufficiency Activities	7/1/2012
CA005000105	35TB	4	519128	Non-Dwelling Unit Special Use: Self Sufficiency Activities	3/13/2012
CA005000107	RWAB	1	511309	Non-Dwelling Unit Special Use: Self Sufficiency Activities	5/19/2011
CA005000107	RWAB	1	511310	Non-Dwelling Unit Special Use: Self Sufficiency Activities	5/19/2011

## Other Capital Grant Programs

The Housing Authority of the City of Sacramento plans on submitting an application for the Emergency Safety and Security Grants, if funds become available, for various public housing owned developments located throughout the City of Sacramento.

**B.5 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\(r\)\(1\)](#))

**Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.

*The Housing Authority of the City of Sacramento's (HACS) mission is to revitalize communities, provide affordable housing opportunities and to serve as the Housing Authority for the City and County of Sacramento.*

### Goals and Objectives

Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years.

Goal 1: Maximize the current resources for housing programs

*Progress: HACS occupancy rate for 2022 was 94.63% and annually assesses its policies regarding the ACOP.*

Goal 2: Increase the inventory of affordable housing units

*Progress: HACS has:*

- *Received additional Tenant Protection Vouchers for the replacement of SAC approved disposed properties.*
- *Received a CHAP for Housing Authority properties and will leverage the RAD properties through public and private partnerships.*
- *Continued the evaluation of the current remaining inventory to identify the best housing opportunities.*

Goal 3: Improve the Public Housing Assessment System Score to achieve a high performer score

*Progress: HACS's last PHAS Score for 2018 was 86 and our goal is to increase our Physical Assessment Subsystem (PASS) score to obtain High Performer status.*

Goal 4: Improve the Quality of Assisted Housing

*Progress: HACS has/is:*

- *An average vacancy rate for 2022 of 5.00%.*
- *Updated its ACOP to implement any new statutory or regulatory requirements and updated any existing regulations.*
- *Continued to work with the Section 3 Coordinator to expand the resident training program with Section 3 opportunities.*
- *Currently updating its procedure manual to minimize fraud.*
- *Educating field staff to identify EIV discrepancies to mitigate fraud.*
- *Currently working on a Maintenance Plan that includes lead based paint abatement.*
- *Has commenced a replacement project to replace current detectors with carbon monoxide/smoke detectors containing voice alerts, with the first round to be completed in by the end of 2022.*
- *Converted 124 units to a Section 8 platform and 192 units to RAD to utilize a mix of public and private dollars to fund necessary site improvements. Rehabilitation is scheduled to be completed by November, 2022.*

Goal 5: Provide an improved living environment

*Progress: HAC has/is:*

- *Provided security improvements to its public housing properties with increased lighting, video surveillance, and resident access cards for use with its controlled access systems.*
- *Received grant funding for a surveillance camera system at its Marina Vista property and is currently working on the project planning and implementation.*
- *Included in its scope of work for RAD and disposed properties with updated and/or new amenities.*
- *Been working with an elderly disabled service provider for supportive services to our elderly residents.*
- *A service provider for the converted RAD units.*
- *Utilized Capital Funds to promote public and private partnerships for its RAD project and continues to work on updates and upgrades on current public housing units.*
- *Continued to support the ten (10) current associations and the formation of new resident associations.*
- *Implemented and will continue to develop new training modules of the new Simulated Unit Integrated Training Environment (S.U.I.T.E.) training program to improve the skill sets of the maintenance workers to complete work order requests in an efficient manner.*
- *Used its capital funds to replace the gas lines at its Alder Grove Community, among other capital improvement projects throughout the City of Sacramento.*
- *Currently working on the security camera installation project at 1725 K Street.*

Goal 6: Encourage Self-Sufficiency

**Progress:** *HACS Resident Services Program has/is/will:*

- *Partnered with a number of community partners to assist in helping participants become economically independent including assistance with financial management.*
- *Continues to market the FSS programs to residents through the RAB, referrals, emails, website, telecommunication services, and community events.*
- *Hold meetings with the Section 3 Program to get residents informed and interested in upcoming Section 3 opportunities.*
- *Collaborate with Section 3 in providing training opportunities and employment leads. Efforts will include utilizing Resident Services One-Call system, Zoom presentations and emails to outreach and engage residents in recruitment, enrollment and participation in Agency and/or community-based trainings.*
- *Set up computer learning centers where students and adults can utilize the computers for homework, research, job searches, resume preparation, skills training and communication.*

Goal 7: Increase assisted housing choices:

**Progress:** *HACS has/is:*

- *Continuing to outreach and build relationships with State and local governmental agencies to increase options for low income residents.*
- *Through its Resident Services program, provided resources for first-time homeownership opportunities.*
- *Planning to increase the number of PBVs to 192 through the TPV applications submitted for RAD by year end.*
- *Assessing and updating its policies and procedures to ensure the needs of the residents are being met.*
- *Annually providing a 45-day Public Notice and Hearing for any updated policy and guideline changes.*

Goal 8: Promote self-sufficiency and asset development of assisted households

**Progress:** *HACS has/is:*

- *Conducted community outreach via text messages, phone calls, mailings, and community events to encourage PHA residents to sign up for the Resident Training Program. Outreach yielded 3 trainees hired in 2022.*
- *Referred FSS participants to a total of 233 events which included financial workshops, homeownership workshops, hiring events, a poster contest, scholarship information, employment workshops, health and wellness services, career fairs, summer meal locations, food bank information, community events and youth programs.*
- *Graduated four (4) participants from the program during 2022, despite the job losses due to COVID-19.*
- *Twenty-seven (27) of the thirty-nine (39) FSS participants currently employed.*
- *Provided free groceries to four hundred (400) residents in collaboration with the Sacramento Kings and Raley's grocery store.*
- *Hosted five (5) COVID-19 vaccination clinics at 2 of our housing communities.*
- *Facilitated ten (10) virtual workshops in partnership with Chase Bank, F&M Bank, Sacramento Public Library and SMUD.*
- *Completed two (2) Program Coordinating Committee Meetings this year in the areas of Financial Literacy, Employment and Youth Programs.*
- *Conducted outreach to over 2,700 residents utilizing the One-Call system and the Tenant Focus Newsletter. Teen Success.*

Goal 9: Ensure equal opportunity and affirmatively further fair housing

**Progress:** *HACS:*

- *Continues to take affirmative measures to ensure that access to assisted housing is provided regardless of race, color, religion, national origin, sex, familial status, disability, sexual orientation, and gender identity.*
- *Uses its current Language Access Plan, to provide information and forms to individuals and families with limited English speaking skills.*
- *Staff continues to attend annual Fair Housing Training to ensure that fair housing efforts continue to be implemented.*

Goal 10: Increase customer satisfaction

**Progress:** *HACS and HACOS has/is:*

- *A combined total of one-thousand, one-hundred seventy-one (1171) registered residents in Rent Café for electronic rent payments and as of June 2022.*
- *A combined total of three-hundred fifty-six (356) residents whom have paid their rent using the electronic rent payment system in June 2022.*
- *Working to automate applications and documents by implementing kiosks to upload documents for applications, recertifications, and interim Income adjustments*

**HACS has:**

- *Created and will continue to create field staff Standard Operating Procedures to improve both the skill set of its staff and the efficiency of its business processes.*
- *Expanded opportunities for resident engagement through the use of virtual meetings.*

Goal 11: Improve the delivery of housing through cost effective office management and operational efficiency

**Progress: HACCS:**

- *Continues to regularly review HUD regulations, PIH Notices and policies to adopt changes to reduce administrative costs, increase program efficiency, improve tenant benefits, and foster self- sufficiency.*
- *Created and will continue to build new field staff Standard Operating Procedures to improve the efficiency of its business processes.*

**Resident Advisory Board (RAB) Comments.**

Received Comments/Letter of Support on \_\_\_\_\_.

**B.7 Certification by State or Local Officials.**

Resolution \_\_\_\_\_ approved by our Governing Board on \_\_\_\_\_.

**C. Other Document and/or Certification Requirements (submitted with the PHA Plan)**

- Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan
- Civil Rights Certification.
- Resident Advisory Board (RAB) Comments.
- Certification by State or Local Officials.
- Statement of Capital Improvements – “See HUD Form 50075.2 approved by HUD on \_\_\_\_\_.



<b>Annual PHA Plan</b> <i>(Standard PHAs and Troubled 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: 03/31/2024</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, including changes to these policies, 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.** The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

**Definitions.**

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 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 exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A. PHA Information.					
A.1	PHA Name: <u>Housing Authority of the County of Sacramento</u> PHA Code: <u>CA007</u> PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>01/2023</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>927</u> Number of Housing Choice Vouchers (HCVs) <u>13,300</u> Total Combined Units/Vouchers <u>14,227</u> . PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission				
<p><b>Availability of Information.</b> 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. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p>					
<input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a Joint PHA Plan and complete table below)					
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
					PH      HCV
	Lead PHA:				

<b>B.</b>	<b>Plan Elements</b>
<b>B.1</b>	<p><b>Revision of Existing PHA Plan Elements.</b></p> <p>(a) Have the following PHA Plan elements been revised by the PHA?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Grievance Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Community Service and Self-Sufficiency Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Asset Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification</p> <p>b) If the PHA answered yes for any element, describe the revisions for each revised element(s):</p> <ul style="list-style-type: none"> <li>• Financial Resources have been updated with current data.</li> <li>• Operations and Management have updated information revised in the Admissions and Continued Occupancy Policy (ACOP).</li> <li>• Community Service and Self-Sufficiency Programs have provided updated information on the programs and residents being served.</li> </ul> <p>(c) The PHA must submit its Deconcentration Policy for Field Office review.</p>
<b>B.2</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 checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Over-Income Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Police Officers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Non-Smoking Policies.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project-Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input checked="" 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. 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.</p>
<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 and Annual Plan.</p> <p>Please see attached Progress Report.</p>

B.4	<p><b>Capital Improvements.</b> Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. Approved by HUD on _____.</p>
B.5	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y   N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p><b>C. Other Document and/or Certification Requirements.</b></p>	
C.1	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y   N  <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) 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> <p>See attached Letter of Support from the RAB.</p>
C.2	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD 50077-SL</a>, <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>
C.3	<p><b>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</b></p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.4	<p><b>Challenged Elements.</b> If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y   N  <input type="checkbox"/> <input type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>
C.5	<p><b>Troubled PHA.</b></p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y   N   N/A  <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>

**D. Affirmatively Furthering Fair Housing (AFFH).**

**D.1 Affirmatively Furthering Fair Housing (AFFH).**

Provide a statement of the PHA’s strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

<p><b>Fair Housing Goal:</b></p> <p><i>Describe fair housing strategies and actions to achieve the goal</i></p> <ul style="list-style-type: none"><li>• HACoS continues to take affirmative measures to ensure that access to assisted housing is provided regardless of race, color, religion, national origin, sex, familial status, disability, sexual orientation, and gender identity.</li><li>• HACoS uses its Language Access Plan to provide information and forms to individuals and families with limited English speaking skills.</li><li>• HACoS staff continues to attend annual Fair Housing Training to ensure that fair housing efforts continue to be implemented.</li></ul>
<p><b>Fair Housing Goal:</b></p> <p><i>Describe fair housing strategies and actions to achieve the goal</i></p>
<p><b>Fair Housing Goal:</b></p> <p><i>Describe fair housing strategies and actions to achieve the goal</i></p>

# Instructions for Preparation of Form HUD-50075-ST Annual PHA Plan for Standard and Troubled PHAs

## A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

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. Plan Elements. All PHAs must complete this section.

### B.1 Revision of Existing 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.” (24 CFR §903.7)

**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 and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. 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 (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

**Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** 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)) 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 maintain 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))

**Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. (24 CFR §903.7(e))

**Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. (24 CFR §903.7(f))

**Homeownership Programs.** A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

**Community Service and Self Sufficiency Programs.** Describe how the PHA will comply with the requirements of (24 CFR §903.7(l)). Provide a description of: **1)** Any programs relating to services and amenities provided or offered to assisted families; and **2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs subject to Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135) and FSS. (24 CFR §903.7(l))

**Safety and Crime Prevention (VAWA).** Describe the PHA’s plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the

coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. (24 CFR §903.7(m)) A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

**Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

**Asset Management.** State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. (24 CFR §903.7(q))

**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. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

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 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:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/hope6](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6). (Notice PIH 2011-47)

**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:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/hope6/mfph#4](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4)

**Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development 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 approval under section 18 of the 1937 Act (42 U.S.C. 1437p); 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 as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. 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))

**Designated Housing for Elderly and Disabled Families.** Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission; **5)** the number of units affected and; **6)** expiration date of the designation of any HUD approved plan. **Note:** The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

**Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** 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 under the Rental Assistance Demonstration (RAD) program.** 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 Rental Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.](#)

**Occupancy by Over-Income Families.** A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA's cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: [Notice PIH 2011-7.](#) (24 CFR 960.503) (24 CFR 903.7(b))

**Occupancy by Police Officers.** The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A “police officer” means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD’s website at: [Notice PIH 2011-7. \(24 CFR 960.505\)](#) (24 CFR 903.7(b))

**Non-Smoking Policies.** The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD’s website at: [Notice PIH 2009-21 and Notice PIH-2017-03. \(24 CFR §903.7\(e\)\)](#)

**Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. 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 ([24 CFR §903.7\(b\)](#)).

**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).

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

**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\(r\)\(1\)](#))

**B.4 Capital Improvements.** PHAs that receive funding from the Capital Fund Program (CFP) must complete this section ([24 CFR §903.7 \(g\)](#)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: “See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX.”

**B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. ([24 CFR §903.7\(p\)](#))

#### C. Other Document and/or Certification Requirements.

**C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on 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](#))

**C.2 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](#)). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

**C.3 Civil Rights Certification/ 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 and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* 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 certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154 or 24 CFR 5.160(a)(3) as applicable; (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. 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\(o\)](#)).

**C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.

**C.5 Troubled PHA.** If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark “yes,” and describe that plan. Include dates in the description and most recent revisions of these documents as attachments. If the PHA is troubled, but does not have any of these items, mark “no.” If the PHA is not troubled, mark “N/A.” ([24 CFR §903.9](#))

#### D. Affirmatively Furthering Fair Housing (AFFH).

**D.1 Affirmatively Furthering Fair Housing.** The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) .... Strategies and actions must affirmatively further fair housing ....” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless , the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 7.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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



**Annual Plan Elements**

**A. PHA Information**

**A.1 Availability of Information**

**The DRAFT 2023 PHA Annual Plan is available at the following locations:**

Main Administrative Office of PHA  
801 12<sup>th</sup> Street, Sacramento, CA 95814

Resident Advisory Board (RAB) Office  
1725 K Street, Sacramento, CA 95814

Housing Choice Voucher (HCV) and Housing Application Office  
630 I Street, Sacramento, CA 95814

Asset Management Project Offices

**B1. Revision to the PHA Plan Elements**

**Financial Resources**

<b>2023 Planned Sources and Uses</b>		
<b>1. PHA Anticipated Resources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
Annual Contributions for Section 8 Tenant-Based Assistance (2023)	\$125,300,000	12,973 is the maximum number of low income families that can be served
Public Housing Operating Fund (2023)	\$ 2,300,000	Operations
Public Housing Capital Fund (2023)	\$ 4,991,794	Various
<b>2. Other Federal Grants (list below)</b>		
Family Self Sufficiency Grant (2023)	\$147,761 (if awarded)	Public Housing Self Sufficiency
ROSS Service Coordinator	-0-	N/A
<b>3. Prior Year Capital Funds</b>		
2021 County CFP	\$2,186,206	Public Housing General Capital Activity
<b>4. Public Housing Tenant and Miscellaneous Income</b>		
Rental Income (2022)	\$2,043,961 (Est.)	Public Housing Operating Expenses
Miscellaneous Income (2022)	\$20,530 (Est.)	Public Housing Operating Expenses
Miscellaneous Charges to Tenants (2022)	\$7,500 (Est.)	Public Housing Operating Expenses

**Significant Amendment and Substantial Deviation/Modification**

The PHA hereby defines “substantial deviation” and “significant amendment/modification” as any change in policy which significantly and substantially alters the Authority’s stated mission and the persons the Authority serves. This would include admissions preferences, demolition and/or disposition activities, and conversion programs. Discretionary or administrative amendments consistent with the Authority’s stated overall mission and basic objectives will not be considered substantial deviations or significant modifications.

If a significant amendments and/or substantial deviations/modifications occur the public process will include: consultation with the Resident Advisory Board, a public comment period, public notification of where and how the proposed change can be reviewed, and the approval by the Housing Authority Boards.

The Housing Authority of the City of Sacramento is changing its definition of substantial deviation to the PHA Plan to include the following language:

**Significant Amendment Definition**

As part of the Rental Assistance Demonstration (RAD), Housing Authority of the City of Sacramento is redefining the definition of a substantial deviation from the PHA Plan to exclude the following RAD-specific items:

- a. The decision to convert to Project Based Voucher Assistance;
- b. Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
- c. Changes to the construction and rehabilitation plan for each approved RAD conversion; and
- d. Changes to the financing structure for each approved RAD conversion.

**C. The PHA must submit its Deconcentration Policy for Field Office Review.**

- Deconcentration language is located in the attached 2023 Admissions and Continued Occupancy Policy (ACOP)
  - Chapter 4: Resident Selection and Assignment Plan,
    - M. Deconcentration of Poverty and Income-Mixing
- Located in the attached 2023 Administrative Plan
  - Chapter 1: Statement of Policies and Objectives
    - H. Owner Outreach, page 104
  - Chapter 8: Voucher Issuance and Briefings
    - Briefing Packets, page 8-2 and 8-3
    - C. Encouraging Participation in Areas Without Low-Income or Minority Concentration, page 8-3
  - Chapter 21: Project Based Housing Choice Voucher Program

**B.2. New Activities.**

**Hope VI or Choice Neighborhoods**

The Choice Neighborhood Initiative (CNI) grant supports the redevelopment of the former Twin Rivers housing project and the transformation of the River District/Railyards neighborhood. The grant will replace 218 public housing units within a mixed-income development which will include at least 487 new mixed-income housing units, common area and community gathering spaces, and other amenities. A new light rail station will be constructed along 12<sup>th</sup> Street as part of the Project. The total Project area includes six residential blocks and encompasses approximately 26 acres.

The Project is being developed in five phases. The first 123 units are within Blocks B and E, construction will begin in June. Twin Rivers Block D will be a new construction, mixed-income housing development. Block D will include a mixture of multifamily apartment, townhome, and garden-style walk-up buildings. It will consist of a total of seven residential buildings that will include 116 rental housing units that range from one to four bedrooms in size and 79 on-grade parking spaces. The unit mix will include 47 replacement units, 42 tax-credit units and 25 market-rate units. A mixed-use building at the north end of the site will include offices, common area and space for an early childhood education center. Block D residents will also have access to all outdoor community amenities including the park, garden, barbeque areas, and electric car share. Block D construction will begin in 2021 and be completed in 2022.

**Mixed Finance Modernization or Development**

The Housing Authority also anticipates making additional submissions to HUD in connection with the redevelopment of Twin Rivers under the RAD program, the Mixed-Finance development method, or both.

The Housing Authority intends to modernize and convert all units within its public housing stock using the Rental Demonstration Program (RAD), Section 18, and/or Tenant Based Assistance. Units listed below have or will be targeted for conversion to RAD and/or Section 18.

RAD PROJECT	Development Name	# of Bedrooms						
		0	1	2	3	4	5	Total
<i>No County units proposed in 2022.</i>		0	0	0	0	0	0	0

**Demolition and/or Disposition of Public Housing**

The properties included in the proposed conveyance include:

<b>Development name:</b>	Rio Garden, Sun River, Pointe Lagoon
<b>Development (project) number:</b>	CA007000202, CA007000203, CA007000205
<b>Activity type:</b>	RAD Application
<b>Application status:</b>	Approved Application
<b>Date of application:</b>	2021/2022
<b>Number of units affected:</b>	645
<b>Coverage of action:</b>	All developments
<b>Timeline for activity:</b>	Estimated closing 2026
<b>Properties included:</b>	All units

**Conversion of Public Housing to Project-Based Assistance under RAD**

The Housing Authority plans to convert all of its public housing units to RAD and request Tenant Protection Vouchers.

**Project Based Vouchers**

The PHA will apply for Project Based Voucher (PBV) assistance to improve, develop, or replace a public housing property or property that it controls or has an ownership interest in without using a competitive process.

Veterans Affairs Supportive Housing (VASH) will be utilized for PBV units at Twin Rivers. Additional PBV are planned for the redeveloped site at Twin Rivers. Additionally, the PHA plans to issue an RFP in 2021 to make PBV available to serve homeless families, through new construction and/or through the use of existing housing.

**Units with Approved Vacancies for Modernization.**

Per 24 CFR § 990.145 (a)(2) and PIC Notice 2011-7 (HA), the Sacramento Housing and Redevelopment Agency (Ca005-City) is requesting consideration of the following units to be excluded in the Public and Indian Housing Information Center (PIC) under the applicable action category of Vacant HUD Approved.

**We request to continue exclusion of 1 unit (effective date listed below from dwelling status for the period of July 1, 2022 to June 30, 2023.**

<b>Development Number</b>	<b>Building Number</b>	<b>Building Entrance</b>	<b>Unit Number</b>	<b>Exclusion Purpose</b>	<b>Dates</b>
CA007000203	MA10	1	707278	Vacant Undergoing Modernization	5/22/2021

**We request to exclude 5 (Special Use Units) units from dwelling status for the period of July 1, 2022 to June 30, 2023.**

<b>Development Number</b>	<b>Building Number</b>	<b>Building Entrance</b>	<b>Unit Number</b>	<b>Exclusion Purpose</b>	<b>Dates</b>
CA007000202	BSO4	1	707069	Non-Dwelling Unit Special Use: Self Sufficiency Activities	11/14/2006
CA007000205	YOU9	4	701649	Non-Dwelling Unit Special Use: Self Sufficiency Activities	11/16/2006
CA007000205	YOU5	2	701832	Non-Dwelling Unit Special Use: Self Sufficiency Activities	4/8/2016
CA007000205	48TE	1	707546	Non-Dwelling Unit Special Use: Self Sufficiency Activities	8/11/2010
CA007000205	MULB	1	738154	Non-Dwelling Unit Special Use: Self Sufficiency Activities	11/14/2006

Goal 1: Maximize the current resources for housing programs

*Progress: HACoS occupancy rate for 2022 was 95.63% and annually assesses its policies regarding the ACOP.*

Goal 2: Increase the inventory of affordable housing units

*Progress: HACoS has/is/will:*

- Requested additional Tenant Protection Vouchers for the replacement of SAC approved disposed properties.
- Applied for a CHAP for Housing Authority properties and will leverage the RAD properties through public and private partnerships.
- Continues to evaluate the current remaining inventory to identify the best housing opportunities.

*HCV has/is/will:*

- Issued and leased-up 25 Project-Based Veterans Affairs Supportive Housing (VASH) vouchers and 25 Project-Based Vouchers to homeless veterans.
- Continues to lease-up Mainstream vouchers.

Goal 3: Improve the Public Housing Assessment System Score to achieve a high performer score

*Progress: PHA last PHAS Score for 2018 was 80 and our goal is to increase our Physical Assessment Subsystem (PASS) score to obtain High Performer status.*

Goal 4: Meet the Section Eight Management Assessment Program (SEMAP) criteria to maintain a high performer rating

*Progress: HACoS has/is/will:*

- Continue to conduct quality control reviews to ensure calculation of adjusted income is accurate.
- Its SEMAP review team meets on a regular basis to share and review results files that were pulled for audit.
- Monitors the quality control rate throughout the year.
- Continue to assign Annual Recertifications to be completed for each participant at least once per year.
- Continue to exceed the number of required participants to maintain the Family Self-Sufficiency (FSS) program.
- Market the FSS program on the Agency's website and also mails a brochure to all participants with their Annual Recertification packet.
- Whenever a participant completes the FSS program, the PHA continues to backfill with a new participant.

Goal 5: Improve the Quality of Assisted Housing

*Progress: HACoS last PHAS Score for 2018 was 80 and our goal is to increase our Physical Assessment Subsystem (PASS) score to obtain High Performer status.*

Goal 6: Provide an improved living environment

*Progress: HACoS is/has/will:*

- Provided security improvements to its public housing properties with increased lighting, video surveillance, and resident access identification cards for use with its controlled access systems.
- Received grant funding for a surveillance camera system at its Marina Vista property.
- Included in its scope of work for RAD and disposed properties with updated and/or new amenities.
- Been working with an elderly disabled service coordinator for supportive services to our elderly residents.
- Utilized Capital Funds to promote public and private partnerships for its RAD project and work on updates on current public housing units.
- Coordinated with its Resident Advisory Board and community outreach agencies for its Non-Smoking Facility Policy (since 2009).
- Continued to support the ten (10) current and the formation of new resident associations.
- Implemented and will continue to develop new training modules of the new Simulated Unit Integrated Training Environment (S.U.I.T.E.) training program to improve the skillsets of the maintenance workers to complete work order requests in a more efficient and complete manner.
- Have the Resident Portal up and running to assist in keeping residents connected and informed and to open a computer lab to provide educational opportunities by providing access to technological resources including internet access.

*HCV has/is/will:*

- Hired Housing Locators to assist new voucher holders to identify available homes to rent.
- The Housing Locators to into the community to meet with prospective landlords to promote the HCV.
- The Housing Authority launched a Landlord Incentive Program to provide financial incentives to landlords willing to rent to low-income previously unhoused voucher holders.
- The Housing Locators meet regularly with new voucher holders in a supportive group setting to share resources and information to encourage and support efforts to lease up.

Goal 7: Encourage Self-Sufficiency

*Progress: HACoS has/is/will:*

- Partnered with a number of community partners to assist in helping participants become economically independent including assistance with financial management and long term education and training.

- *Continues to market the FSS programs to residents through the RAB, referrals, emails, website, telecommunication services, and community events.*
- *Will hold meetings with the Section 3 Program to get residents informed and interested in upcoming Section 3 opportunities.*
- *Will collaborate with Section 3 in providing training opportunities and employment leads. Efforts will include utilizing Residents Services One-Call system, Zoom presentations and emails to outreach and engage residents in recruitment, enrollment and participation in Agency and/or community based trainings.*
- *Will set up computer learning centers where students and adults can utilize the computers for home work, research, job searches, resume preparation, skills training and communication.*

*Progress: HCV continues to hire and provide on-the-job training to public housing residents and HCV participants. Currently, there are two (2) Resident Trainees working in the HCV office and working in Public Housing.*

Goal 8: Improve operational efficiency in the Housing Choice Voucher Program

*Progress: HACoS has/is/will:*

- *Improved the process for applicants to apply for various housing programs at [www.sacwaitlist.com](http://www.sacwaitlist.com)*
- *Improved the landlord portal so landlords now have access to more information (i.e. results of recent inspections) at any time.*
- *Improved the resident portal so HCV participants can contact their case worker to ask questions and complete the annual recertification, upload documents and verifications and will soon be able to make appointments to see their caseworker.*
- *Continues to update policies and procedures to be consistent with HUD statutory and regulatory changes.*

Goal 9: Increase assisted housing choices:

*Progress: HACoS has/is/will:*

- *Continues to outreach and build relationships with State and local governmental agencies to increase options for low income residents.*
- *Through its Resident Services, provides resources for first-time homeownership opportunities.*
- *Increased the number of PBVs to 150 through the TPV applications submitted for scattered sites and RAD.*
- *Is assessing and updating its policies and procedures to ensure the needs of the residents are being met.*
- *Provides annually through a 45-day Public Notice and Hearing updated policy and guideline changes.*

*HCV has/is/will:*

- *Ensure participants are informed of the latest HUD policies and changes by providing updated information on the Agency's website.*
- *In the addition, the Agency shares important information via social media.*
- *When applicable, the Agency communicates policy and guideline changes via mailings, in-person briefings and automated calls.*

Goal 10: Promote self-sufficiency and asset development of assisted households

*Progress: HACoS has/is/will:*

- *Conducted community outreach via text messages, phone calls, mailings, and community events to encourage PHA residents to sign up for the Resident Training Program. Outreach yielded 4 trainees hired in 2022.*
- *Referred FSS participants to a total of 233 events which included financial workshops, homeownership workshops, hiring events, a poster contest, scholarship information, employment workshops, mental health services, career fairs, summer meal locations, food bank information, community events and youth programs.*
- *HACoS graduated 1 Resident Trainee in 2020.*
- *Nineteen (19) out of the thirty (30) participants are currently employed.*
- *Five (5) residents have completed their education goals in 2022.*
- *Completed two (2) Program Coordinating Committee Meetings this year in the areas of Financial Literacy, Employment and Youth Programs.*
- *Conducted outreach to over two-thousand (2,000) residents utilizing the One-Call system and the Tenant Focus Newsletter.*

Goal 11: Ensure equal opportunity and affirmatively further fair housing

*Progress: HACoS has/is/will:*

- *Continues to take affirmative measures to ensure that access to assisted housing is provided regardless of race, color, religion, national origin, sex, familial status, disability, sexual orientation, and gender identity.*
- *Uses its current Language Access Plan, to provide information and forms to individuals and families with limited English speaking skills.*
- *Continues to attend Fair Housing Training to ensure that fair housing efforts continue to be implemented.*

Goal 12: Increase customer satisfaction

*Progress: HACoS and HACoS has/is/will:*

- *A combined total of one-thousand, one-hundred seventy-one (1,171) registered residents in Rent Café for electronic rent payments and as of June 2022.*
- *A combined total of three-hundred fifty-six (356) residents whom have paid their rent using the electronic payment system in June 2022.*

- *Working to automate applications and documents by implementing kiosks to upload documents for applications, recertifications, and interims.*

*HACs has/is/will:*

- *Created and will continue to create field staff Standard Operating Procedures to improve both the skill set of its staff and the efficiency of its business processes.*
- *Expanded opportunities for resident engagement through the use of virtual meetings.*

*HCV has/is/will:*

- *SHRA is now paying via electronic deposit to 99.5% of HCV landlords*
- *Increasing the customer satisfaction to the participants that are served by creating the online HCV Resident Portal.*
- *The HCV Resident Portal allows participants to update contact information, complete their annual recertification, request to move with continued assistance and report changes of income and household composition electronically.*
- *The HCV Resident Portal launched in June 2020.*

Goal 13: Improve the delivery of housing through cost effective office management and operational efficiency

*Progress: HACoS has/is/will:*

- *Continues to regularly review HUD regulations, PIH Notices and policies to adopt changes to reduce administrative costs, increase program efficiency, improve tenant benefits, and foster self-sufficiency.*
- *Created and will continue to build new field staff Standard Operating Procedures to improve the efficiency of its business processes.*

**B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.

*The Violence Against Women Act (VAWA) goals are included throughout our Administrative Plan (Admin Plan) and the Admissions and Continued Occupancy Policy (ACOP) located in the following chapters in our policies:*

- Chapter 28: VIOLENCE AGAINST WOMEN ACT & DOMESTIC VIOLENCE (Admin Plan)
- Chapter 17: Violence Against Women Act & Domestic Violence (ACOP)

**B.5 Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

***Significant Amendment and Substantial Deviation/Modification***

*The PHA hereby defines "substantial deviation" and "significant amendment/modification" as any change in policy which significantly and substantially alters the Authority's stated mission and the persons the Authority serves. This would include admissions preferences, demolition and/or disposition activities, and conversion programs. Discretionary or administrative amendments consistent with the Authority's stated overall mission and basic objectives will not be considered substantial deviations or significant modifications.*

*If a significant amendment and/or substantial deviation/modification occur, the public process will include: consultation with the Resident Advisory Board, a public comment period, public notification of where and how the proposed change can be reviewed, and the approval by the Housing Authority Boards.*

*The Housing Authority of the County of Sacramento is also including its definition of substantial deviation to the PHA Plan to include the following language:*

**Significant Amendment Definition**

*As part of the Rental Assistance Demonstration (RAD), Housing Authority of the County of Sacramento is redefining the definition of a substantial deviation from the PHA Plan to exclude the following RAD-specific items:*

- The decision to convert to Project Based Voucher Assistance;*
- Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;*
- Changes to the construction and rehabilitation plan for each approved RAD conversion; and*
- Changes to the financing structure for each approved RAD conversion.*

**B6. Resident Advisory Board (RAB) Comments**

RAB Comments/Letter of Support received on \_\_\_\_\_.

**B7. Certification by State or Local Officials.**

Resolution #SHRA Res# approved by our Governing Board on \_\_\_\_\_.

**C. Other Document and/or Certification Requirements (submitted with the PHA Plan)**

- Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.
- Civil Rights Certification.
- Resident Advisory Board (RAB) Comments.
- Certification by State or Local Officials.
- Statement of Capital Improvements - See HUD Form 50075.2 approved by HUD on \_\_\_\_\_.





**HOUSING AUTHORITY  
OF THE COUNTY OF  
SACRAMENTO  
CALIFORNIA**

**Housing Choice Voucher Program**

**Administrative Plan  
2023 DRAFT**

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Chapter 1 **STATEMENT OF POLICIES AND OBJECTIVES**

**INTRODUCTION**

The U.S. Housing Act of 1937 authorized local Public Housing Agencies (Public Housing Authorities/PHAs) to be established by individual states. The Sacramento City and County PHAs are agencies administered by the Sacramento Housing and Redevelopment Agency (SHRA). The current Housing Choice Voucher (HCV) program evolved from various acts, amendments and rules. The most recent changes are the Quality Housing and Work Responsibility Act of 1998 (QHWRA) and the 1999 Housing and Urban Development (HUD) rule that provided for the merger of the certificate and voucher programs into one housing choice voucher program. This Administrative Plan clarifies PHA policies to facilitate the operation of the HCV Program.

Administration of the HCV Program and the functions and responsibilities of PHA staff shall be in compliance with the PHA's personnel policy, HUD regulations, and all federal and state laws including fair housing laws and regulations.

**A. HOUSING CHOICE VOUCHER PROGRAM MISSION STATEMENT**

The mission of the HCV Program is to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

Our mission is performed with:

1. Dignity - allowing each applicant and participant a sense of self-esteem;
2. Fairness - remaining objective at all times, remembering that there are two sides to every story;
3. Respect - treating others in a non-judgmental manner; and
4. Sensitivity - demonstrating empathy by ensuring that program information provided is complete and accurate.

**B. LOCAL OBJECTIVES**

The Housing Choice Voucher Program is designed to achieve these major objectives:

1. To provide access to decent, safe, and sanitary housing for very low-income families while maintaining their rent payments at a fair and affordable level.
2. To promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to have access to the widest possible choice of housing to meet their housing needs;
3. To encourage self-sufficiency of participant families and assist in the identification of opportunities which address educational and socio-economic needs;
4. To ensure that all units meet Housing Quality Standards (HQS);
5. To administer an efficient, high-performing PHA through continuous improvement of the PHA's support systems and commitment to its employees, their development, and the maintenance of high standards and professionalism;
6. To administer a housing program which provides an incentive to private property owners to rent to very low-income families;
7. To expand affordable housing opportunities in areas of low poverty concentration;

8. To create positive public awareness and expand the level of family, owner, and community support in accomplishing the PHA's mission;
9. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable federal laws and regulations so the admissions and continued occupancy are conducted without regard to race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability, sexual orientation, or gender identity; and
10. To promote a safe environment by denying initial assistance to applicants and continued assistance to participants who have demonstrated a history of violent criminal or drug-related activity.

### **C. PURPOSE OF THE PLAN**

The purpose of this Administrative Plan is to establish guidelines for PHA staff to follow in determining eligibility for admission and continued eligibility. These policies are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, participants, and the PHA. References to the Code of Federal Regulations (CFR) in the title of a section or paragraph are intended for reference only, and not to restrict the PHA from setting its own policies, as permitted by law.

The PHA is responsible for complying with all changes in HUD regulations pertaining to its programs. If any changes conflict with this Administrative Plan, HUD regulations will take precedence.

This Administrative Plan is set forth to define the PHA's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to the Housing Choice Voucher Program which are not addressed in this document are governed by such federal regulations, HUD memos, notices, policies, or other applicable federal, state or local law. The PHA may opt to implement the Streamlining Administrative Regulations as set forth by PIH 2016-05.

The PHA's Commission and/or its other governing bodies will approve any significant amendment to this Administrative Plan.

A significant amendment to the Administrative Plan is defined in the PHA Annual Plan.

### **D. FAIR HOUSING POLICY**

It is the policy of the Public Housing Authority to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing fair housing and equal opportunity in housing and employment.

The PHA shall not deny any family or individual the opportunity to apply for or receive assistance under the HCV Program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability, sexual orientation, or gender identity.

To affirmatively further Fair Housing, the PHA is committed to full compliance with applicable civil rights laws, the PHA will provide federal/state/local information to program participants/applicants regarding discrimination and any recourse available to them if they feel they have been discriminated against. Such information will be made available during the family briefing session and placed in briefing packets. It will include information for applicants on how to file a fair housing complaint, including the provision of the toll-free number for the Fair Housing Complaint Hotline, 1-800-669-9777 and the Federal Information Relay Service at 1-800-887-8339.

Except as otherwise provided in 24 CFR §§ 8.21(c)(1), 8.24(a), and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities.

Housing information is displayed in locations throughout the PHA's offices in such a manner as to be easily readable from a wheelchair.

The office of the Housing Choice Voucher Program is accessible to persons with disabilities.

The PHA will provide and review information regarding fair housing rights and responsibilities during family briefing sessions.

**E. REASONABLE ACCOMMODATION POLICY**

See Chapter 24.

**F. FAMILY OUTREACH**

The PHA will publicize and disseminate information to make known the availability of housing assistance and related services for low-income families on a regular basis, when appropriate. When the PHA's waiting list is opened, the PHA will publicize the availability and nature of housing assistance for low-income families in newspapers of general circulation, non-English speaking media, and by other suitable means.

To reach persons who do not have access to newspapers, the PHA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The PHA may also utilize public service announcements.

The PHA will communicate the status of housing availability to other service providers in the community and advise them of housing eligibility factors and guidelines so they can make proper referrals for housing assistance.

**G. PRIVACY RIGHTS**

Applicants and participants, including all adults in their households, 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 and the PHA will release family information. The PHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

The PHA will maintain all accommodation records in a confidential manner. Under federal privacy laws, a PHA is required to keep confidential any personal information about an applicant or tenant obtained in a confidential manner or from a confidential source.

Per HUD Guidelines at 24 CFR §5.212 (Compliance with the Privacy Act and other requirements), the PHA adheres to the following practices and procedures that are designed to safeguard the privacy of applicants and program participants:

- All applicant and participant files are stored in a secure location, which is only accessible to authorized staff.
- Files are never left unattended in common areas.
- PHA staff will not discuss family information contained in files unless it is related to the enforcement of the program
- PHA staff will be required to disclose whether they have relatives living in PHA housing or receiving assistance from PHA housing programs.
- PHA staff will disclose information to third-party contacts with the proper release of information from the client and with the client's consent.

#### **H. OWNER OUTREACH**

The PHA encourages property owners to participate in the HCV Program. Owners may list their units for rent at [www.sacramento.gosection8.com](http://www.sacramento.gosection8.com).

PHA staff responds to and initiates personal contact with private property owners and managers by conducting meetings, formal and informal discussions. Printed material is offered to acquaint owners and managers with the opportunities available under the program. The PHA may also actively participate in a community-based organization(s) comprised of owners and managers of single family and multi-family rental units.

The PHA highly encourages program participation by owners of units located outside areas of poverty or minority concentration. The PHA may periodically evaluate the demographic distribution of assisted families to identify these areas. The purpose of these activities is to provide choices and improved housing opportunities to families. Voucher holders are informed of areas where they may lease units inside the PHA's jurisdiction. Families are given a list of resources to help them locate units outside areas of poverty or minority concentration. The PHA may periodically request the HUD Field Office to furnish a list of HUD-held, tax credits and HOME properties available for rent.

#### **I. MANAGEMENT ASSESSMENT OBJECTIVES**

The PHA operates its housing assistance programs with efficiency and can demonstrate to HUD auditors that the PHA is using its resources in a manner that reflects its commitment to quality and service. The PHA policies and practices are consistent with the goals and objectives of the following HUD Section Eight Management Assessment Program (SEMAP) indicators:

1. Selection from the Waiting list
2. Reasonable Rent
3. Determination of Adjusted Income
4. Utility Allowance Schedule
5. Housing Quality Standards (HQS) Quality Control Inspections
6. HQS Enforcement
7. Expanding Housing Opportunities
8. Fair Market Rent (FMR) / Exception Rent & Payment Standards
9. Annual Reexaminations
10. Correct Tenant Rent Calculations
11. Pre-Contract HQS Inspections
12. Annual HQS Inspections
13. Lease-up
14. Family Self-Sufficiency Enrollment

## Chapter 1 Statement of Policies and Objectives

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- 14a. Percent of FSS Participants with Escrow Account Balances
- 15. Bonus Indicator (De-concentration)

Quality control reviews are performed by PHA Supervisors or other qualified personnel (other than the person who performed the work), as required by HUD, on the following SEMAP factors:

- 1. Selection from the waiting list
- 2. Rent reasonableness
- 3. Determination of adjusted income
- 4. HQS enforcement
- 5. HQS quality control

Samples of files and records will be drawn in an unbiased manner, leaving a clear audit trail. The minimum sample size for review will relate directly to each factor.

### **J. RECORDS FOR MONITORING PHA PERFORMANCE**

In order to demonstrate compliance with HUD and other pertinent regulations, the PHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements. This documentation will be organized in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess the PHA's operational procedures objectively and with accuracy.

The PHA acknowledges that its performance ratings are important to sustain its capacity to maintain flexibility and authority. The PHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with HCV SEMAP. The PHA's policies and procedures of this HUD program are established so the SEMAP standards are adhered to and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

### **K. LANGUAGE ASSISTANCE FOR LIMITED ENGLISH PROFICIENCY (LEP) PERSONS**

The PHA provides individuals with Limited English Proficiency (LEP) equal access to participation in its programs at the same level as native English speakers. Specific information can be found in Chapter 27: Language Access Plan describing outreach activities and translation of documents to assist families with limited English proficiency.

Chapter 2      **ELIGIBILITY FOR ADMISSION**  
(24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E)

**INTRODUCTION**

This chapter defines both HUD and the PHA's criteria for admission and denial of admission to the program. The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The PHA staff will review all information provided by the family carefully and without regard to factors other than those referenced in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any adverse decision made by the PHA pertaining to their eligibility.

**A. FACTORS AFFECTING ADMISSION** (24 CFR §982.201)

The PHA accepts applications only from families whose head or spouse/partner is at least eighteen years of age or an emancipated minor under state law.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any additional criteria established by the PHA. Eligibility factors will be verified before the family is issued a voucher.

**HUD Factors:**

The HUD eligibility criteria are:

- An applicant must be a "family" at admission, as defined in Section B of this chapter, "Definition of Family."
- An applicant family must be within the appropriate HUD income limits.
- An applicant family must furnish Social Security numbers for all family members, with the exception of those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
- An applicant family must furnish declaration of citizenship or eligible immigrant status and verification where required.
- At least one member of the applicant family must either be a U.S. citizen or have eligible immigration status before the PHA may provide any financial assistance.
- An applicant family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for a serious violation of the lease within the past three years. (Except as referenced in Chapter 15, Section B of this Administrative Plan).
- The applicant family must not be in debt to any federally assisted housing program. The PHA may allow for the family to be a participant in the Housing Choice Voucher Program if they are in "Good Standing" regarding any current payment agreement made with another PHA for a debt incurred. The PHA will give the family 30 days to prove that they have resolved the debt.
- The PHA will permanently deny admission to sex offenders who are subject to a lifetime registration requirement under a state sex offender registration program.

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance," Chapter 15 of this Administrative Plan. These reasons for denial constitute additional admission criteria.



**PHA Factors for Denial or Termination of Assistance (24 CFR §982.552):**

The PHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

- The PHA may deny admission to the applicant family if they have violated any family obligation during a previous participation in a federally assisted housing program within the three years prior to final eligibility determination. The PHA may make an exception if the family member who violated the family obligation is not a current member of the household. The PHA may request that the family provide verifiable documentation of this fact.
- The PHA will deny participation in the program to applicants where the PHA determines there is reasonable cause to believe that any family member is illegally using a controlled substance or engages in drug-related or other criminal activity. Mitigating circumstances will be considered in these situations.
- The PHA will deny participation in the program to applicants where the PHA determines that any family member abuses alcohol in a way that may interfere with the health safety or peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of alcohol abuse. The PHA will consider alcohol abuse to be a pattern if there is more than one conviction during the previous 18 months. Mitigating circumstances will be considered.
- An applicant family will be denied admission to the program if any member of the family fails to fully complete all required documents, including but not limited to the application and HUD 92006, 9886, and 52675 forms after notification by the PHA.
- If any applicant family deliberately misrepresents any information on which eligibility or tenant rent is established, the PHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum).
- An applicant family may be denied if any member of the family has been convicted for any of the following reasons within the last three years:
  1. Drug-related criminal activity (see Criminal Screening Criteria below);
  2. Violent criminal activity (see Criminal Screening Criteria below);
  3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;  
or
  4. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent)
- Any applicant who is a current or former resident must pay all debts to the PHA or be in Good Standing before a voucher may be issued. All applicants to the HCV program must be in “Good Standing.” Please see the glossary for a definition of “Good Standing”.

**Criminal Screening Criteria**

The PHA conducts background checks for applicants using fingerprinting or other methods. Where fingerprinting is not an option, the PHA will require ~~ask~~ the applicant to list all past convictions within the last 3 years.

The PHA may deny families for any felony or multiple misdemeanor convictions within the past three (3) years.

## Chapter 2 Eligibility for Admission

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The PHA may deny a family if any household member is currently or was recently engaged in certain criminal activity, in accordance with 24 CFR 982.553. The PHA considers criminal activity recent if it resulted in at least one felony conviction or at least three misdemeanor convictions within 3 years prior to the date the application is reviewed by the PHA. Current or recent criminal activity falling under any of the following categories is grounds for denial of the family:

- 1) Drug related criminal activity,
- 2) Violent criminal activity,
- 3) Criminal activity that may threaten the health or safety of property owners, management staff, or other persons performing responsibilities on behalf of the PHA,

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.

The fact that an applicant was arrested for a disqualifying offense shall not be treated or regarded as sufficient proof that the applicant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider any statements made by witnesses or the applicant or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

All families must meet or exceed the tenant selection and suitability criteria set forth in this chapter.

The PHA will not consider any convictions that are more than three years old, provided no other criminal activity has taken place in the interim.

An applicant must be in good standing with all federal housing programs in which he or she previously participated. If a debt is owed to any federal housing programs in which the applicant has participated, he or she may be denied assistance. If participation has been terminated because of any violation of a family obligation, a family may be denied assistance. The PHA receives information about applicants' histories with other federal programs from the Enterprise Income Verification (EIV) system.

If the debt is discharged through bankruptcy, the PHA will not deny future assistance to the family based upon the discharged debt. The fact of the bankruptcy will be treated pursuant to HUD Form-52675.

If the debt is not discharged and remains unpaid, future assistance may be denied. Debt owed information will be maintained in EIV for a period of up to 10 years from the date of termination.

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" in Chapter 15 of this Administrative Plan. These reasons for denial constitute additional admission criteria.

### **Emergency Housing Voucher Restrictions (Notice PIH 2015-15 (HA))**

The HCV program regulations at CFR § 982.552 and CFR § 982.553 cover the grounds under which a PHA may deny an applicant admission to the program and in certain cases is required to

do so. For applicants referred to the Emergency Housing Program CFR § 982.552 and CFR § 982.553 are waived by HUD. Applicants referred to the Emergency Housing Voucher Program admission will be denied for the following mandatory prohibitions:

(1) The PHA must apply the standards it established under § 982.553(a)(1)(ii)(C) that prohibit admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.

(2) The PHA must apply the standards it established under § 982.553(a)(2)(i) that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program to EHV applicants.

**B. FAMILY COMPOSITION** (24 CFR §982.201)

**Definition of Family (at application)**

All applicants must qualify as a family. A family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage, or operation of law. For occupancy standards purposes, applicants may claim a spouse/partner. See “Subsidy Standards” in Chapter 5 of this Administrative Plan.

The PHA defines a family as two or more persons who intend to share residency, whose income and resources are available to meet the family’s needs, and who will live together in subsidized housing. Elderly, disabled, and displaced families are defined by HUD in 24 CFR §5.403.

The term “family” also includes, but is not limited to:

- A family with or without children;
- An elderly family;
- A disabled family;
- A displaced family;
- The remaining member of a participant family;
- A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a participant family;
- Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides are a family;
- Two or more near-elderly persons living together, or one or more near-elderly person, living with one or more live-in aide.

The temporary absence of a child from the home due to placement in foster care shall be considered in determining the family composition and family size.

**Head of Household**

The head of household is the adult member of the household who is designated by the family as head, and who is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease

agreement under state/local law. Emancipated minors who qualify under state law will be recognized as the head of household.

### **Spouse/Partner of Head**

There may only be one spouse/partner in the household. Please see the Glossary for the definition of “spouse/partner.”

### **Co-Head**

Is defined as, an individual in the household who is equally responsible for the lease with the head of household. A head of household may have a spouse/partner or co-head, but not both. A co-head never qualifies as a dependent.

When a applicant lists a co-head on the application, at the time of the application process, the PHA will ask the applicant to define the relationship with the co-head. If the co-head is a spouse/partner or partner, the co-head will be treated the same as a spouse/partner and will not be counted in the bedroom size. If the relationship is anything other than a spousal relationship, staff will include the co-head in the rest of the bedroom size calculation.

### **Student Eligibility**

Students who meet any of the following shall qualify for housing assistance, provided that they meet all other eligibility requirements:

- The individual is 24 years of age or older by December 31 of the award year;
- The individual has legal dependents other than a spouse;
- The individual is a graduate or professional student;
- The individual is a veteran as defined in the Glossary;
- The individual is married;
- The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
- The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual’s state of legal residence;
- He or she is otherwise individually eligible, or has parents who, individually or jointly, are eligible on the basis of income to receive assistance;
- The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 United States Code [USC] §11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by— (i) a local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act; (ii) the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; (iii) the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or (iv) a financial aid administrator;

## Chapter 2 Eligibility for Admission

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- The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

For single-member student households, any financial assistance received in excess of amounts received for tuition and fees shall be considered income. Financial assistance does not include loan proceeds since loans are debts that must be repaid by the borrower.

In cases where the student is not considered an “independent student,” (Federal Register-5969-N-01) both the student’s and parents’ income are considered for eligibility/recertification purposes. Once the student has been determined Final Eligible for the HCV Program and the parents are not part of the household, any financial assistance received in excess of tuition and fees shall be considered income. Financial assistance does not include loan proceeds since loans are debts that must be repaid by the borrower.

Independent status must be verified by:

- Reviewing and verifying previous address information to determine evidence of a separate household or verifying the student meets the U.S. Department of Education’s definition of “independent student”
- Reviewing a student’s prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education’s definition of “independent student”; and
- (3) Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income.

### **Live-in Aides (24 CFR §982.316)**

A live-in aide:

- Is determined by the PHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities,
- Is not obligated for the support of the person(s), and
- Would not be living in the unit except to provide care for the person(s),
- May not be a spouse/partner or co-head,
- Must not be in a spousal relationship with any member of the household, and
- Must be at least 18 years old, unless he or she is an emancipated minor.

An existing household member may not be approved as a Live-in Aide.

A Live-In Aide may have a spouse/partner and/or children added to the unit with PHA approval as long as they continue to meet occupancy standards. The bedroom size will not increase for the Live-In Aide spouse/partner and/or children.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements of a live-in aide as stated above.

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

## Chapter 2 Eligibility for Admission

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- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are not subject to Non-Citizen Rule requirements.
- Live-in aides are not considered a “remaining member” of the tenant family and have no rights to the voucher. For example, if the head of household is the only other family member and he or she dies, the live-in aide will not “inherit” the voucher and will have no rights to the voucher or to other assistance from the PHA. Further, in such instance, should the live-in aide wish to remain in the assisted unit after the death of the HCV participant, he or she will become responsible for the full amount of the rent since live-in aides are not entitled to continue to receive voucher benefits under the program.

A live-in aide may only reside in the unit with the approval of the PHA. Written verification of the need for a live-in aide will be required from a reliable, health care professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly (62 years of age or over), near-elderly (50-61 years of age) or disabled. A specific live-in aide may only reside in the unit with the approval of the PHA. The live-in aide will be subject to the PHA’s normal screening criteria and the PHA may deny the live-in aide if he or she fails to meet such criteria.

After a reasonable accommodation (RA) request for a live-in aide is approved by the Reasonable Accommodation Compliance Committee (RACC), the RACC will send the family a letter. This letter will inform the family that they must submit a written request to add a live-in aide within 120 days of the approval letter. If the family fails to request to add the live-in aide during this 120-day time period, the request will become void. If the family still requires the accommodation of a live-in aide, they must restart the process by submitting a new RA request for a live-in aide.

If the live-in aide or his or her family members participate in drug-related or other criminal activity, the PHA will rescind the aide’s right to occupy the unit. The aide will not be entitled to the PHA’s grievance hearing process since he or she is not a HCV program participant.

An individual approved as a live-in aide may not receive a subsidy from any PHA while residing with another HCV program participant as a live-in aide. If an applicant is issued a voucher and is a live-in aide in another HCV participant’s household, the live-in aide must be removed from the participant’s household prior to the execution of a Housing Assistance Payment (HAP) contract.

The PHA may refuse to approve a live-in aide who owes a debt to any PHA.

A live-in aide has no residual rights to the voucher in the event the head of household or other adult family members cease to participate in the program (e.g. if the participant family is terminated from the program).

### **Split Households Prior to Voucher Issuance**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation and both families claim the same placement on the waiting list, if there is no court determination with regard to custody of minor children or other issues around family composition (e.g. conservatorship of an aged and/or disabled adult household member), the PHA will decide which family will receive the voucher by taking into consideration:

- Which family member applied as head of household,
- Which family unit retains care, custody and control of any children or any disabled or elderly members, and

## Chapter 2 Eligibility for Admission

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- Recommendations from social service agencies or qualified professionals, such as Child Protective Services (CPS) caseworkers or court investigators.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families fail to provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the PHA.

### **Multiple Families in the Same Household**

When families consisting of two families living together, (such as a mother and father, and a daughter and her husband or children) apply as a family unit, they will be treated as a family unit.

### **Joint Custody of Children**

Children who are subject to a joint physical custody agreement, but live with one parent at least 51% of the time will be considered members of that household. "51% of the time" is defined as 183 days of the year. These 183 days do not have to run consecutively.

When each parent has a separate application on the waiting list and both share equal physical (50/50) custody of the child or children, the parent whose address is listed on the child or children's school records will be allowed to claim the school-aged child as a dependent.

### **Applicants with Non-Biological Minor Children:**

An applicant household who wishes to include a non-biological child(ren) must provide documentation proving they are authorized to act as a guardian to the child(ren). Documentation may include but are not limited to:

- Court-ordered letters of guardianship;
- A notice from the county welfare department verifying that the child is in the home of the applicant;
- A letter of placement from a foster care or adoption agency;
- A notarized letter from the parent of the child stating that the applicant has been granted custody of the child; and a letter from each school-aged child's school verifying the address at which the child is registered and the name of the individual who is listed as the guardian; or
- Other verifiable documents which establish the child as a member of the household.

If the PHA receives contradictory information or documentation related to the custody of the child(ren), it may refuse to add the child(ren) to the household until it receives conclusive evidence of custody or guardianship. Documentation may include letters of guardianship issued by the courts or a letter from an agency known to provide verification, such as the Department of Human Assistance (DHA).

### **C. INCOME LIMITATIONS** (24 CFR §§982.201, 982.353)

To be eligible for assistance, an applicant must have an annual income at the time of admission that does not exceed the **very** low-income limits for occupancy established by HUD.

1. A very low-income family.
2. A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.

## Chapter 2 Eligibility for Admission

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3. A low-income family physically displaced by rental rehabilitation activity or a low-income family displaced by any government activity.
4. A low-income, non-purchasing family residing in a HOPE 1 or HOPE 2 project.
5. A low-income, non-purchasing family residing in a project, subject to a home-ownership program under 24 CFR Part 248.173.
6. A low-income family or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR §248.165.
7. A low-income family that qualifies for HCV assistance as a non-purchasing family residing in a project that is subject to a resident homeownership program.
8. A low-income family part of an inter-program transfer from low-income public housing to the HCV Program for the purpose of participating in the Section 8 Homeownership program.
9. A low income family meeting other requirements associated with targeted funding for special admissions.
10. A low income family eligible for Veterans Affairs Supportive Housing (VASH).

Families whose Annual Income exceeds the applicable income limit will be denied admission.

### **Portability:**

For initial lease-up at admission, families who exercise portability of their vouchers must be within the applicable income limit for the jurisdiction of the receiving PHA where they want to live.

Nonresident applicants may be denied a move under portability for 12 months from the time the family is admitted to the HCV program. This restriction applies only if neither the head of household nor spouse of an assisted family already lived in the jurisdiction of the PHA at the time of initial application.

### **D. MANDATORY SOCIAL SECURITY NUMBERS** (24 CFR §§5.216, 5.218)

All applicants and persons who are later added to the household are required to disclose their social security numbers (SSN), with the exception of the following individuals:

1. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
2. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.
3. A family that consists of two or more household members and at least one household member with eligible immigration status, is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR §5.520. The PHA may not deny assistance to mixed families due to nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.
4. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid.
5. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.



**SSN Documentation:**

Acceptable evidence of the SSN consists of:

- An original SSN card issued by Social Security Administration (SSA);
- An original SSA-issued document, which contains the name and SSN of the individual; or
- An online printout from the SSA website; or
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

**Individuals without an assigned SSN:**

Some individuals do not have an SSA-assigned SSN. Below is a listing of such individuals, which is not all-inclusive:

- Newborn children (these individuals will be issued an SSN upon SSA confirmation of a birth);
- Non-citizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA's confirmation of the individual's DHS/USCIS documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance (GA) benefits they already have qualified for);
- Non-citizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN);
- The PHA will require citizens and lawfully present non-citizens who state that they have not been assigned a SSN by the SSA to sign a written declaration of such a status under the penalty of perjury to the PHA. The PHA should maintain the declaration in the tenant file.
- The PHA will use the Alternate ID (ALTD ID) generator within the Public and Indian Housing Information Center (PIC) to generate a unique identifier for those individuals who do not have or are unable to disclose a SSN.
- Once an individual discloses a SSN, the PHA will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within 30 calendar days of receipt of the SSN.

**Rejection of Social Security Number Documentation:**

The PHA may reject documentation of the SSN provided by the applicant or participant for only the following reasons:

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

The PHA will explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to the PHA within a specified time frame.

**Addition of a New Household Member:**

When a participant requests to add a new household member who is six years of age or under and has an assigned SSN, to the family, the participant must disclose the assigned SSN and provide the PHA with the

## Chapter 2 Eligibility for Admission

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documentation at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, the PHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member who is under the age of six and who does not have an assigned SSN, ~~the participant must disclose the assigned SSN and provide the PHA with the documentation within 90 calendar days of the child being added to the household;~~ the participant must disclose that a SSN has not yet been assigned and agree to provide the PHA with appropriate documentation within 90 calendar days of the child being added to the household.

If the family is unable to provide evidence of the SSN within 90 calendar days, the PHA will grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The PHA should generate an ALT ID for the child. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the assistance of the entire family.

If a minor under the age of six is added to the applicant's household within a six-month period prior to the household's date of admission to the program, the applicant may become a participant, so long as the minor child's SSN is received within 90 days of the admission to the program.

If the PHA determines, at its discretion, that the applicant family could not supply the Social Security documentation through no fault of their own, it will grant the applicant family an additional 90 days to provide documentation of the SSN for the minor child. If the family fails to supply the required documentation at the end of the given time frame (90 or 180 days), the applicant or participant family will be removed from the program and will be offered an informal review if they are still an applicant or an informal hearing if they are a participant family.

### **Penalties for Failure to Disclose and/or Provide Documentation of the SSN:**

An applicant family must furnish SSNs for all family members, with the exception of those individuals who do not have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.

The following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

- **Applicants:** The PHA must deny the eligibility of an applicant if s/he (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN, within 90 days, except for minors under the age of six as set forth above.
- **Applicants to the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals, under 24 CFR Part 882:** These individuals may be admitted to the program without providing the requested documentation (prior to or at admission); however, they must provide the PHA with such documentation within 90 calendar days from the date of admission. The PHA may grant these individuals one 90-day extension with supervisor approval.

## Chapter 2 Eligibility for Admission

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If, upon the expiration of the allotted time period, these individuals fail to comply with the SSN disclosure and documentation requirements, the PHA must terminate their tenancy or assistance, or both.

- **Participants:** The PHA will terminate the housing assistance of the entire household if each member of the household required to disclose his/her SSN does not disclose his/her SSN and provide the required documentation.

However, if the family is otherwise eligible for continued assistance the PHA, at its discretion, may defer the family's termination and provide the family an opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the PHA determined the family is not in compliance with the SSN disclosure and documentation requirement, if the PHA determines:

- The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
- There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.

If the family is unable to comply with the requirements by the specified deadline, the PHA must terminate the housing assistance of the entire family.

### **E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS** (24 CFR Part 5, Subpart E)

In order to receive assistance, family members must be U.S. citizens or eligible immigrants. Individuals who are neither may elect to not disclose their statuses. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

#### **Citizenship/Eligible Immigration Requirement:**

The citizenship or immigration status of each member of the family is considered individually before the family's status is defined.

#### **Mixed Families**

A family is eligible for assistance as long as at least one member is a United States citizen or eligible immigrant. Families that include eligible and ineligible individuals are referred to as "mixed" families or households. Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

#### **No Eligible Members**

An applicant family that does not include at least one U.S. citizen or eligible immigrant is not eligible for assistance. Such families will be denied admission and offered an opportunity for an informal hearing upon request.

#### **Non-Citizen Students**

As defined by HUD's Non-Citizen Regulations, non-citizen students are not eligible for assistance. Appeals regarding disputes of citizenship/eligible immigration status are the only type to which the applicant is entitled to a hearing like those provided for participants.

**Verification of Status before Admission**

The PHA will not provide assistance to any families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

**F. TENANT SCREENING** (24 CFR §982.307)

The PHA will not screen for family behavior or suitability for tenancy. The PHA will not be liable or responsible to the owner of a rental property or other persons for the family's behavior or the family's conduct in tenancy.

In compliance with the Violence Against Women Act (VAWA), no applicant for the HCV Program who has been a victim of domestic violence, sexual assault, dating violence, or stalking shall be denied admission to the program if they are otherwise qualified. However, applicants who fall into this category may be denied admission to the program based on other disqualifying information. (HUD PIH Notice 2017-08.). The PHA will provide all applicants and participants information about their rights under VAWA in the application.

The landlord (owner) or property management company is responsible for screening and selection of the family to occupy the owner's unit. At or before the PHA's approval of the tenancy, the PHA will inform the owner or property manager that screening and selection for tenancy is their responsibility.

The PHA will advise families on how to file a complaint if they feel they have been discriminated against by an owner or property manager. The PHA will advise the family to make a fair housing complaint. The PHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Agency.

**Transitions between Subsidized Housing Programs**

At the family's first eligibility appointment, when it is determined that the applicant is participating in another subsidized housing program, staff will advise the family the PHA will terminate the application process if the applicant is not in good standing. See glossary for definition of "Good Standing".

Staff will continue to communicate with conventional housing staff as the family proceeds through the process so that only families in good standing are allowed admission to the HCV program. The move will be coordinated between the staff of both programs so that the family is not a participant of both programs at the same time.

The HCV contract will not begin until the conventional housing lease has been terminated and its termination confirmed.

If the applicant is associated with more than one subsidized unit, the Agency will ask the family to sign an affidavit stating that the family understands that they cannot be a party to two different subsidized units at the same time and that they must relinquish their current unit in order to participate in the new program.

**G. CHANGES IN ELIGIBILITY PRIOR TO THE EFFECTIVE DATE OF THE CONTRACT**

Changes in subsidy standard and Total Tenant Payment (TTP) that occur during the period between issuance of a voucher and prior to lease-up with the approved rental unit may affect the family's eligibility

or share of the rental payment. The PHA, at its discretion, may take a voucher back when a change in a family's household occurs in order to re-determine the correct voucher size. The family will be given no less than 60 days of search time with the corrected voucher size.

A review and update of the family income and overall eligibility will be completed if necessary when extending an applicant's voucher.

**H. INELIGIBLE FAMILIES**

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they are denied due to non-citizen status. See the "Complaints and Appeals," section in Chapter 18 for additional information about reviews and hearings.

Chapter 3     **APPLYING FOR ADMISSION**  
(24 CFR §982.204)

**INTRODUCTION**

The policy of the PHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair manner. This chapter describes the policies and procedures for completing a pre-application, an application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the PHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Pre-applicants will be placed on the waiting list in accordance with this Plan.

**A. OPENING/CLOSING OF THE WAITING LIST** (24 CFR §§ 982.206, 982.54(d)(1))

When an HCV waiting list is open, any family requesting placement on an HCV waiting list will be given the opportunity to complete a pre-application.

When the PHA opens the waiting list, the PHA must announce the opening of the waiting list. The PHA will advertise through local and non-English speaking media.

The PHA will distribute fact sheets to broadcast media and may utilize public service announcements, City and County offices, and local community service providers.

The notice will contain:

- The dates, times, and the locations where families may obtain a pre-application or how to sign up online;
- The programs for which pre-applications will be taken; and
- A brief description of the program limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential pre-applicants with information that includes the PHA address and telephone number, how to submit a pre-application, information on eligibility requirements, and the availability of local preferences.

The PHA may also provide information about the opening and closing of its waiting lists on its websites, [www.shra.org](http://www.shra.org) and/or [www.sacwaitlist.com](http://www.sacwaitlist.com).

Upon request from a person with a disability, additional time can be granted as a reasonable accommodation for submission of a pre-application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit a pre-application in cases when a social service organization provides inaccurate or untimely information about the closing date or some other factor related to their disability prevents them from timely submitting the pre-application.

The waiting list may remain open for specific preferences (ie, Limited Homeless Allocation Preference and Move On Preference) even when the waiting list is closed. This information will be posted and updated at [www.shra.org](http://www.shra.org) for families seeking housing assistance

## Chapter 3 Applying for Admission

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### Closing the Waiting list

The PHA, at its discretion, may restrict and/or suspend pre-application intake or close waiting lists in whole or in part. The PHA may open or close the list by local preference category or by bedroom size. The PHA may stop pre-applications if there are enough pre-applicants to fill anticipated openings for the next twenty-four months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The PHA will announce the closing of the waiting list by posting the closing date on [www.shra.org](http://www.shra.org) and/or [www.sacwaitlist.com](http://www.sacwaitlist.com). When the period for accepting pre-applications is over, the PHA will not accept additional pre-applications or maintain a list of those who wish to be notified when the waiting list is open as this would be administratively burdensome to the PHA.

### **TENANT BASED WAITING LIST**

Note: Project-Based Vouchers are discussed in Chapter 21.

#### **B. ADMINISTRATION OF THE WAITING LIST** (24 CFR §982.204(b))

**Pre-applicants may apply to the HCV program during open waiting list periods ONLY.** A single waiting list is utilized for admission to the tenant-based voucher program.

The application process will involve two phases:

- 1) The first is the pre-application for admission. This first phase is to determine placement on the waiting list. Duplicate pre-applications will not be accepted. "Duplicate Pre-Application" is defined in the glossary. It will not benefit applicants to submit multiple pre-applications (i.e. this does not improve the chances of being selected).
- 2) Selection from the Tenant-Based Voucher Waiting list:
  - a. Pre-applications submitted for the Tenant-Based Voucher Waiting list that meet the income limit will be drawn through a computerized random lottery selection process and placed on the waiting list.
  - b. The assigned lottery number is used to determine the family's placement on the waiting list. Again, the submission of multiple pre-applications will not increase the chances of being placed on the waiting list.
- 3) The next phase is the "final determination of eligibility for admission." The full two-part application takes place when the family or individual pre-applicant reaches the top of the waiting list. At this time the PHA will ensure that verification of all HUD and PHA eligibility factors are current and accurate.
- 4) Pre-applications will not require an interview. The information on the pre-application will not be verified until the pre-applicant has been selected for final eligibility determination. Final eligibility will be determined when the application process has been completed and all information has been verified.

#### **C. PRE-APPLICANT STATUS WHILE ON THE WAITING LIST** (24 CFR §982.204)

Pre-applicants are required to inform the PHA of any changes in family composition, income, address, or preference status within 30 days of the change by going to [www.sacwaitlist.com](http://www.sacwaitlist.com) to update the information submitted on the pre-application. Changes submitted in writing will still be accepted. Pre-applicants are also required to respond to requests from the PHA to update information on their pre-applications, or to

## Chapter 3 Applying for Admission

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determine their continued interest in assistance. It is important that pre-applicants keep the PHA informed of any changes in the information submitted at the pre-application stage. Pre-applicants must notify the PHA if they move or any other circumstances that might affect their pre-application change. It is not the responsibility of the PHA to keep address or any other pre-application information current. This is the responsibility of the pre-applicant.

If the PHA receives returned mail from the Post Office, the PHA will refer to other PHA waiting lists and inventory for any updated address information prior to removing the pre-applicant from the waiting list. If there is no updated address information found from these sources, the pre-applicant will be removed without further notice and the envelope and letter will be maintained in accordance with PHA retention policy. If the family provides proof that the return mail was due to an error of the PHA or the Postal Service, the family will be reinstated to the waiting list.

All changes in income and family size that occur prior to the execution of a Housing Assistance Payment (HAP) contract will be considered.

The PHA will process pre-applications for families for waiting lists for which funding and vouchers are available.

### **D. CHANGE IN PRE-APPLICATION STATUS**

If the pre-applicant head of household passes away or moves out of the household, the remaining spouse/partner or co-head may retain the household's position on the waiting list. In the absence of the spouse/partner or co-head, another adult who is on the original pre-application may become the head of household. It is the responsibility of the spouse/partner, co-head, or another adult who is on the original pre-application to provide any such information to the PHA.

The PHA will consider all of the following when deciding who will retain the position on the waiting list or the voucher:

1. Remaining member who has custody of any dependent children.
2. The composition of the new family unit, and which unit contains elderly or disabled members.
3. Whether domestic violence was involved in the breakup.
4. Which family members remain in the unit.
5. Recommendations of social service professionals.

### **E. COMPLETION OF AN APPLICATION**

Once a family is selected from a waiting list, they are mailed an initial letter and application. They transition from a pre-applicant to an applicant once they respond to either the letter or application. Duplicate applications will not be accepted.

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list, but prior to determining final eligibility. Therefore, it is important that applicant families notify the PHA of any changes that would affect the preferences contained in their pre-application (e.g. moving out of Sacramento County, change in rent burden due to increased income, etc.).

The qualification for a preference must exist at the time the preference is verified, regardless of the length of time a pre-applicant has been on the waiting list. The claim of a preference is based on current status. If



## Chapter 3 Applying for Admission

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the family fails to meet any preference that they claimed on the pre-application, they will be returned to the waiting list unless they were not selected for the preference. If applicants are returned to the waiting list, they will not have the right to request an informal review of this action.

Pre-applicants will be required to complete an application (including a *Personal Declaration Form*). The pre-applicant will sign and certify that all information is complete and accurate. The PHA will verify said information.

The application may be mailed to the pre-applicant.

The PHA, at its discretion, and at any time, may suspend, restrict or stop application intake and processing.

### **Requirement to Attend Interview**

The PHA utilizes the application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs that may be available.

All adult family members are required to attend the interview. The PHA may offer an alternate method to an in-person interview. Exceptions may be made for good cause as defined in the glossary. Reasonable accommodations may be made upon request by or on behalf of family members with disabilities if they are unable to attend the interview as a result of their disabilities.

All adult family members are required to sign the housing application and all authorization forms.

If the pre-applicant does not respond in writing to the initial application letter (Part A application), the PHA will withdraw the pre-applicant from the waiting list. (A family applying is not considered an applicant until they respond to the initial letter and begin the application process).

If the pre-applicant contacts the PHA within 10 days of the missed appointment or deadline provided in the initial letter, the PHA may reschedule the appointment with "good cause" (as defined in the Glossary of this Administrative Plan).

If an applicant is denied due to failure to attend the interview, but responded to the initial letter, the applicant will be notified in writing and offered an opportunity to request an informal review (see "Complaints and Appeals," Chapter 18 of this Administrative Plan). If the family provides proof that the missed interview was due to an error of the PHA, the Postal Service, good cause, or there are other mitigating circumstances acceptable to the PHA, the family will be reinstated to the process.

Every adult household member must sign a consent form to release criminal conviction records and to allow PHAs to receive records and use them in accordance with HUD regulations. The PHA may elect to run fingerprints in place of running a county-by-county record search.

If the PHA determines that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given 10 days to supply the information.

If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance absent mitigating circumstances (see the "Complaints and Appeals" section in Chapter 18 of this Administrative Plan).

**F. VERIFICATION** (24 CFR §982.201)

Information provided by the applicant will be verified, using the verification procedures described in Chapter 7 of this Administrative Plan. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent-calculation factors, along with other relevant information will be verified. Verifications may not be more than sixty days old at the time of issuance of the voucher.

**G. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY** (24 CFR §982.201)

After the verification process is complete, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the current eligibility criteria. If the family is determined to be eligible, the PHA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the HCV Program. Attendance at this briefing session is mandatory as the PHA will provide important information related to participation in the HCV Program.

**H. TIME OF SELECTION**

When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to income targeting requirements.

When there is insufficient funding available for the family at the top of the list, the PHA will not admit any other applicant until funding is available for the first applicant.

**I. CHANGE IN APPLICANT STATUS**

If the applicant head of household passes away or moves out of the household after waiting list selection, the remaining spouse/partner or co-head may retain the household's position on the waiting list. In the absence of the spouse/partner or co-head, another adult who is on the original pre-application may become the head of household. It is the responsibility of the spouse/partner, co-head, or another adult who is on the original pre-application to provide any such information to the PHA.

The PHA will consider all of the following when determining eligibility for the voucher:

1. Remaining member who has custody of any dependent children.
2. The composition of the new family unit, and which unit contains elderly or disabled members.
3. Whether domestic violence was involved in the breakup.
4. Which family members remain in the unit.
5. Recommendations of social service professionals.

Chapter 4     **ESTABLISHING PREFERENCES AND MAINTAINING THE TENANT BASED  
VOUCHER WAITING LIST**  
(24 CFR Part 5, Subpart D and §§ 982.54(d)(1), 982.204, 982.205, and 982.206)

**INTRODUCTION**

It is the PHA's objective to ensure that families are placed on the waiting list in the proper order and selected from the waiting list for admission in accordance with the policies contained in this Administrative Plan.

This chapter explains the local preferences the PHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences, and explains the PHA's system of applying these preferences.

By maintaining an accurate waiting list, the PHA will be able to perform the activities that ensure an adequate pool of qualified applicants will be available so program funds are used in a timely manner.

Project-based vouchers are discussed in Chapter 21.

**A.     WAITING LIST MANAGEMENT** (24 CFR §982.204)

**Cross-Listing of Different Housing Programs and Housing Choice Voucher**

Families have the option to apply for all PHA-administered housing programs that have open waiting lists.

**Other Housing Assistance**

The PHA may not take any of the following actions because an applicant has applied for, received, or refused other housing assistance:

- Refuse to list the applicant on an open PHA waiting list for tenant-based assistance; or
- Deny any admission preference for which the applicant is currently qualified.

Other housing assistance means a federal, state or local housing subsidy, as determined by HUD, including public housing.

**B.     WAITING LIST PREFERENCES** (24 CFR §982.207)

The PHA uses a single waiting list for admission to its HCV Program. Site-based list(s) for project-based assistance may be administratively established in accordance with HUD notices and other requirements.

Applicants may apply to these waiting lists by going to [www.sacwaitlist.com](http://www.sacwaitlist.com), unless they are being served through:

- Special admissions funded by HUD (e.g. Veterans Affairs Supportive Housing [VASH], Enhanced Vouchers, and residents displaced by the conversion of the Twin Rivers public housing development). In these cases, the PHA received vouchers specifically for these families.
- Homeless Initiatives (Limited Homeless Allocation Preference, Performance Partnership Pilots [P3] and the Move On Preference). In these cases, families are referred by service providers whether the waiting list is open or closed to the public.

## Chapter 4 Establishing Preferences and Maintaining the Waiting List

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Families are reviewed for eligibility by the PHA in coordination with the approved third party(ies) based on the policies of the program and, if determined to be eligible, are added to the waiting list, pulled and issued a voucher. All selections will be in accordance with policies and preferences defined in this Administrative Plan. Any significant changes in waiting list preferences will be publicly noticed providing opportunities for public input. Per PIH Notice 2013-15 any time a new preference is added to an existing waiting list, families already on the affected waiting list will be given the opportunity to receive the benefit of the preference and move up on the waiting list accordingly.

Information contained in the Waiting list includes but is not limited to:

1. Applicant name,
2. Social Security Number,
3. Date of Birth,
4. Racial or ethnic designation of the head of household and their family,
5. Annual (gross) family income,
6. Targeted program qualifications, and
7. Qualification for any local preference.

A preference does not guarantee admission to the HCV Program. Preferences are used to establish the order of placement on the waiting list. All applicants must meet the PHA's selection criteria as defined in this Administrative Plan. An applicant's certification that he or she qualifies for a preference will be accepted during the pre-application period. However, when the applicant is selected from the waiting list for the determination of eligibility, the preference will be verified during the application review process. If the applicant or applicant family is selected based on waiting list preferences, they must meet the preferences at the time of verification regardless of the amount of time the family has been on the waiting list.

### **Local Preferences**

Local preferences will be used to select families from the waiting list. Each preference will receive an allocation of points so that the computer software can accurately determine the placement of families on the waiting list. The applicant's cumulative points will determine the preference status and position on the waiting list.

### **Funding-Based Preferences**

- 1) (100 points) Referred by a service provider to participate in a program serving homeless families (e.g. P3, Mainstream, Homeless Initiatives).
- 2) ~~(30 points) Displaced by government action preference for families who have been terminated from housing as a result of insufficient funding. These families will be added to the HCV Program waiting list even if the waiting list is closed and will be given 30 preference points. Displaced families must submit any changes to their address in writing to ensure they receive notices from the PHA. When funding is available, these families will be selected from the waiting list first. Families will be selected to be re-admitted to the HCV Program based on their original admission date. Families with the earliest admission dates will be the first to be re-admitted. The PHA will verify income eligibility and conduct a criminal background check for all adult household members, but will not re-verify preferences for families who have been displaced due to insufficient funding.~~

(30 points) Displaced family preference,

A family in which each member, or whose sole member, is a person:

- (a) displaced by governmental action resulting from the:
  - i. prepayment of a mortgage or
  - ii. voluntary termination of a mortgage insurance contract or
  - iii. termination from housing due to a lack of funding or
  - iv. demolition or disposition of a public or Indian housing project, or
- (b) a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief (24 CFR §5.403)

- 3) (29 points) Canceled voucher preference for applicant families whose vouchers were recalled due to insufficient funding. These families will be returned to the waiting list and will be awarded preference points based on their status. Families must submit any changes to their address in writing to ensure they receive notices from the PHA. When funding becomes available the PHA will select families based on the effective date of their original voucher. Families with the earliest voucher effective date will be the first to be selected. The PHA will re-verify eligibility and background checks only—not preferences.

Other Preferences

The PHA reserves the right to verify the authenticity of any document it deems to be questionable.

- 1) (5 points) Residency preference for families who live, work, or have been hired to work in Sacramento County, or any political subdivision thereof. The PHA will verify residency accepting one of the following:
  - a) Lease agreement in the applicant's name showing an address in the city or county of Sacramento and proof that they still reside there.
  - b) Copy of current utility bill in applicant's name.
  - c) Proof of employment in the City or County of Sacramento.
  - d) Written documentation from a government agency such as the Department of Human Assistance, DMV or Social Security Administration certifying to the applicant's residency and address in the city and county of Sacramento. Must have two of these letters.
  - e) If homeless, a referral from a homeless provider in the City or County of Sacramento verifying residency or a self-certification indicating specific current nighttime sleeping location and one piece of mail from number d) above issued to the applicant.
- 2) (3 points) Veteran preference to a household containing a veteran, a person who has served in the active military, who was called to active duty by a federal order of the United States at any time and who was discharged or released under conditions other than dishonorable.

~~3) (3 points) Displaced family preference:~~

~~A family in which each member, or whose sole member, is a person:~~

- ~~(e) displaced by governmental action resulting from the:~~
  - ~~i. prepayment of a mortgage or~~
  - ~~ii. voluntary termination of a mortgage insurance contract or~~
  - ~~iii. termination from housing due to a lack of funding or~~
  - ~~iv. demolition or disposition of a public or Indian housing project, or~~

~~(d) a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief (24 CFR §5.403)~~

- 4) (2 points) Permanently disabled preference for families who have a member with a permanent disability. The applicant family must supply one of the following:
- a) A Social Security Disability (SSD) or Supplemental Security Income (SSI) letter from the Social Security Administration verifying the disability status. The SSD or SSI printout must state the person is disabled or have the SSD or DI mark which is typically located at the top right of the SSA or SSI print out next to the person's name. A person may receive SSD or SSI simply because they are elderly which would not qualify them for the Disabled Preference.
  - b) *Certification of Disability* form completed by a medical professional.

- 5) (2 points) Lease In-Place  
In the event the HCV leasing rate falls below 97%, preference will be given to families on the waiting list who are willing and able to lease in place. Families who are considered to be living in-place are those who reside in a unit in Sacramento County where the landlord will certify they will accept the gross rent. They must have resided in the unit for the past three months and must remain in the unit for a period of no less than one year after assistance starts. The unit must meet all other program requirements in order to qualify for the preference.

- 6) (1 point) Rent Burden preference is given to applicants who pay more than 50% of their gross income for rent and utilities. The applicant family must provide copies of one of the following:
- a) A lease or rental agreement in the applicant's name including the rent amount and utility responsibility. Must also have proof of actually paying rent within the last 30 days such as money order, canceled checks or rent ledger or a written statement from the Landlord or person from whom the applicant is renting or sharing a rental, including the amount of rent and utilities received.
  - b) ~~Receipts from a motel exceeding 50% of monthly income. Payment may not be made by an outside source. Must have proof of actually having paid rent within the last 30 days.~~

OR

(1 point) Homeless preference to a currently homeless household. A family or individual must meet the definition of "homeless" as defined in the Glossary. The PHA will accept documentation as provided by the applicant or the applicant can self-certify homelessness.  
Applicants can be homeless or rent-burdened, but not both.

The PHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in this Administrative Plan. For families with the same preferences, families will be pulled from the waiting list based on lottery number assigned at the time of the pre-application.

#### **HOMELESS INITIATIVES**

Contingent on funding, the PHA will allocate vouchers to serve homeless families utilizing tenant-based vouchers (the Limited Homeless Allocation and the Move On Allocation), the Performance Partnership Pilots Initiative Program (P3) program (described in Chapter 23) and project-based vouchers tied to

supportive services (described in Chapter 21). The PHA is prioritizing housing homeless families, while continuing to serve families on the current waiting list.

The PHA will utilize the following additional preferences:

- 1) **Limited Homeless Allocation.** This preference is available to homeless individuals/families currently receiving services and who are referred by a partnering homeless services organization, another coordinated system, or consortia of homeless service providers. The referring agency will verify homelessness and will assist the family with finding a suitable rental property once the voucher is issued. Ongoing housing stabilization services will continue to be provided to the family. At its discretion, the PHA will annually evaluate whether to renew this preference.
- 2) **Move On Allocation.** This preference is available to formerly homeless individuals/families who are ready to transition from supportive housing to the HCV tenant based voucher program while simultaneously transitioning from receiving intensive to less intensive/no services. Families will be referred to the PHA by their service provider if they meet programmatic guidelines. Final approval (for the families to be referred to the HCV Intake staff) will be conducted by the PHA. Transitioning formerly homeless families to the voucher program will create vacancies in supportive housing programs, allowing additional homeless families in need of services to be housed. At its discretion, the PHA will annually evaluate whether to renew this preference.

#### **C. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION**

**(24 CFR §982.207)**

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the local preference, and will be notified in writing of the determination.

If the applicant family or individual falsifies documents or knowingly makes false or misleading statements, they will be removed from the waiting list.

Changes in an applicant's circumstances while on the waiting list may affect the family's eligibility for a preference. Applicants are **required** to notify the PHA, in writing, of relevant changes in their circumstances within 30 days of any such change. When an applicant claims an additional preference, the applicant will be placed on the waiting list in the proper order of their newly claimed preference.

#### **D. REMOVAL FROM WAITING LIST AND PURGING** (24 CFR §982.204)

The waiting list will be purged periodically by mailing and emailing a notice sent to all applicants to ensure that the waiting list is current and accurate. The notice will request current information and confirmation of continued interest in the HCV Program.

If an applicant fails to respond within forty-five (45) days of the date of the letter/notice, the applicant will be removed from the waiting list. If the applicant family contacts the PHA within forty-five days from the purge deadline to report a change in address, they will be given the opportunity to update their address and be reinstated. If an applicant family is removed from the waiting list for failure to respond within the forty-five-day grace period, the PHA will consider mitigating circumstances before determining that the family will not be reinstated. If the family provides proof that the return mail was due to an error of the PHA, the Postal Service, or there are other mitigating circumstances acceptable to the PHA, the family will be reinstated.

**E. INCOME TARGETING**

In accordance with the Quality Housing and Work Responsibility Act of 1998 (QHWRA), each fiscal year the PHA will reserve 75% of its HCV Program new admissions for families whose income does not exceed 30% of the area median income (AMI). HUD refers to these families as "extremely low income families." The PHA will admit families who are extremely low income to meet the income-targeting requirement.

The PHA's income targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act.

The PHA is also exempted from this requirement where the PHA is providing assistance to low-income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

To the extent that the PHA's admission of extremely low income families in the tenant-based assistance program exceeds 75% of all admissions during the fiscal year, the PHA may choose to admit less than the minimum 40% of extremely low-income families in a fiscal year to its public housing program under QHWRA's "fungibility provisions."

**F. TARGETED FUNDING** (24 CFR §982.203)

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family by rank that meets the targeted funding criteria.

**G. MAINSTREAM VOUCHERS**

The PHA received allocations of Mainstream vouchers for non-elderly homeless persons with disabilities. Families currently on the tenant-based waiting list will be queried to determine whether they meet the criteria and they will be selected in sufficient number to utilize the allocated Mainstream vouchers. When the tenant-based waiting list has been exhausted of non-elderly homeless persons with disabilities, the PHA will accept referrals from partnering agencies for families meeting the criteria.

**H. SPECIAL ADMISSIONS** (24 CFR §§ 982.54, 982.203)

If HUD awards a PHA program funding that is targeted for families living with specific attributes, the PHA will admit these families under a special admission procedure. Upon the HUD award, the PHA will move forward with implementation using the HUD guidelines of the award and will add the new program or changes to an existing program to the following Administrative Plan.

Special-admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, and they are not required to be on the program waiting list.

The PHA maintains separate records of these special admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

1. A family displaced because of demolition or disposition of a public or Indian housing project;



2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
3. For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;
4. A family residing in a project covered by a project-based Section 8 HAP contractor near the end of the HAP contract term; or
5. A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

Applicants admitted under special admissions criteria, rather than from the waiting list, are identified by codes in the automated system. Examples of this may include, but are not limited to:

- The Veterans Affairs Supportive Housing (VASH) program.
- Families receiving enhanced vouchers from HUD
- Tenant Protection Vouchers
- Mainstream Vouchers
- Family Unification Program (FUP) is a program under which housing assistance is provided under the Housing Choice Voucher (HCV) program in partnership with Public Child Welfare Agencies to two groups:
  1. Families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care; and
  2. Youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday) who left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act, and are homeless or are at risk of becoming homeless at age 16 or older. As required by statute, a FUP voucher issued to such a youth may only be used to provide housing assistance for the youth for a maximum of 36 months.
- Emergency Housing Vouchers
- Foster Youth to Independence (FYI) is a program for youth aging out of the foster care program. The waiting list for FYI vouchers is continually open for referrals from Sacramento County Department of Children, Family and Adult Services (DCFAS) Child Protective Services (CPS) as long as there are FYI vouchers available.

#### **I. EMERGENCY HOUSING VOUCHERS (EHV)** Notice PIH 2021-15 (HA)

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to "the ARP") to address the continued impact of the -COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses. The ARP appropriated the cost for new EHV, the renewal of EHV, and fees for the cost of administering the EHV and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

#### **Individual and Family Eligibility under the Qualifying Categories**

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

- a. **Individuals and families who are homeless**

The meaning of “homeless” is as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

*Homeless* means:

- (1) 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;
  - (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.
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
  - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
  - (ii) No subsequent residence has been identified; and
  - (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing.
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
  - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
  - (iii) Have experienced persistent instability as measured by two moves or

more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

**b. Individuals or families who are at-risk of homelessness**

The meaning of “at-risk of homelessness” is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

At risk of homelessness.

(1) An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition above; and
- (iii) Meets one of the following conditions:
  - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (B) Is living in the home of another because of economic hardship;
  - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
  - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
  - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
  - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient’s approved consolidated plan.

- (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- (3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

**c. Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking**

This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90- day period preceding the date of the request for transfer.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship),
- b. a person with whom the victim shares a child in common,
- c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating violence** means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  1. The length of the relationship;
  2. The type of relationship; and

3. The frequency of interaction between the persons involved in the relationship.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

**Human trafficking** includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as:

*Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (and)

*Labor trafficking* means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery

#### **d. Individuals or families who are recently homeless**

This category is composed of individuals and families determined by the CoC or its designee to meet the following definition.

**Recently homeless** is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

Individuals and families classified as recently homeless must be referred by the CoC or its designee.

Chapter 5 SUBSIDY STANDARDS  
(24 CFR §982.54(d)(9))

**INTRODUCTION**

HUD guidelines require that PHAs establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards (HQS). This chapter explains the subsidy standards used to determine the voucher size (based on the family unit size) for families of different sizes and compositions. This chapter also establishes the guidelines to be applied when a family's size or composition changes or a family selects a unit size that is different from the voucher size they are awarded.

**A. DETERMINING FAMILY UNIT (VOUCHER) SIZE** (24 CFR §982.402)

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the voucher. The PHA's subsidy standards for determining voucher size are applied in a manner consistent with fair housing guidelines.

All standards in this section relate to the number of bedrooms on the voucher, not the family's actual living arrangements.

The unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual size of the rental unit.

One bedroom will be assigned to the head of household and spouse/partner and one bedroom will be assigned for each additional two persons.

The subsidy standard will not be increased for additions to the family unless the addition is due to birth, adoption or court-awarded custody or the addition of a spouse/partner with minor children.

An applicant family that consists of a pregnant woman (with no other persons in her household) must be treated as a two-person family. **When determining the voucher size for an applicant family that consists of the head of household and their spouse or partner, and either are pregnant (with no other family members in the household) the unborn child will be considered in the determination of the voucher size.**

The family voucher size for any family consisting of a single person must be either a zero or a one-bedroom voucher.

**Spousal/Partner Additions**

If the household size increases due to the addition of children of a spouse or partner, the subsidy standard will be increased to accommodate minor children so long as the spouse/partner has legal custody, in accordance with this Chapter.

The family is not required to move unless the addition of family members creates an under-housed condition, as indicated in Section C of this Chapter.

### **Adding Additional Members to the Household for Participant Families**

All additions (except for additions by birth to a household member) must have the prior approval of the owner (landlord) and the PHA. Approvable additions may include:

- A spouse/partner and his or her minor children,
- A minor who had been part of the assisted household who moved out and is returning to the household,
- A PHA pre-approved live-in aide,
- Birth of children by an existing family member,
- Adoption of children,
- Long-term foster placement ~~or court-ordered custody~~,
- Court ~~granted~~ awarded custody, guardianship or conservatorship,
- Adult children under 24 years of age who left only to attend school. Request must be received within 1 year of dis-enrollment or graduation or verification of online/distance learning.
- Adult children of the head of household or spouse who are disabled,
- The parent or grandparent of the head, spouse or co-head who is elderly or disabled, and
- Family members previously removed from the assisted household due to military deployment.

The PHA will not approve an addition to the household if the individual the family has requested to add does not have one of the relationships to the head of household or spouse/partner listed above. HCV participants must obtain prior authorization of any additions to the household. However, minors may be guests in the home pending the PHA's determination of the family's request to add the minor to the household as long as this is consistent with the lease with the owner. HCV participants must also inform the PHA when any approved household member moves out of the unit or is removed from the unit (e.g. incarcerated, removed by Child Protective Services [CPS], etc.)

### **Screening of Add-Ons to the Household**

Criminal Background screening will be conducted on every person requesting to be added to the household who is 18 years of age or older, or an emancipated minor (subject to the limitations and restrictions provided in California Welfare and Institutions Code §§ 827 and 828 as applicable).

Any person requesting to be added to the household who has committed any violent- or drug-related criminal activity within the last three years, ~~or who is on formal probation or parole, may be denied.~~

Any person requesting to be added to the household who was previously terminated from a HUD Rental Assistance program as a result of an adverse action (e.g. termination for cause) within the last three years may be denied.

### **Foster Children and Temporary Placement of Minor with Non-Parent**

For Applicants: Any foster child or foster adult, ~~or any minor who is in a temporary placement of minor with a non-parent~~, who ~~is are~~ in the home at the time of initial voucher issuance, and who ~~is are~~ determined to be in a long-term placement, will be ~~included when calculating the~~ ~~considered in the determination of~~ subsidy size. For the purpose of determining subsidy size, long-term placement is defined as six or more months.

For Participants: A family may request at any time to have foster children, foster adults or ~~temporary placement of minor with non-parent~~. The PHA will add such members to the family composition; however, the addition will not be reflected in the subsidy calculation until the foster child(ren), adult(s), or ~~temporary placement of minor with non-parent~~ have been verified as being in the household for six months. Before

any foster child or foster adult can be added to the household, the owner of the property must agree to allow them to reside in the unit.

Any participant or applicant who has foster children or adults will be required to report within 30 days of any foster child or foster adult moving into or leaving the home, just as any change in household composition must be reported within 30 days.

The PHA may limit the number of foster children who may be added to the household based on the family's current voucher size. If adding additional foster children to the household will result in an increase in the voucher size and causes an under-housed situation for the family in the subsidized unit, the PHA may deny the addition.

#### **Child Protective Services**

The PHA will work cooperatively with Child Protective Services (CPS) in promoting family reunification. If CPS provides written documentation that the child/children are expected to be reunited with their parents within six months and a reunification plan is established, the PHA will increase the bedroom size in accordance with the its subsidy standard policy. The reunification plan must specify the anticipated date when the children will be reunited. The family must submit a copy of the written notice to PHA immediately.

Once the child/children are returned to the home, the family must notify the PHA in writing within 30 days. Any changes that occur regarding family composition and income must be reported to the PHA.

#### **Incoming Portability**

All families exercising portability into the PHA's jurisdiction are subject to the receiving PHA's subsidy standards. The port-in family will be informed if their voucher size will change in compliance with the PHA's subsidy standard. The family may elect to cancel their transfer into the PHA's jurisdiction and all portability paperwork will be returned to the initial PHA.

If a reasonable accommodation (RA) was granted by the initial PHA to an assisted household with a disabled member, this accommodation may transfer with the family when the family moves into this PHA's jurisdiction (Sacramento County). The PHA will evaluate any reasonable accommodation information from the initial PHA to see if it meets the requirements of the PHA's RA policy. If so, it will be accepted as is. If not, the family will need to submit a new RA request with the receiving PHA.

#### **B. EXCEPTIONS TO SUBSIDY STANDARDS** (24 CFR §982.402)

The PHA may grant an exception upon request as a reasonable accommodation (RA) for persons with disabilities. If an exception to the subsidy standards is needed as a reasonable accommodation to make the program accessible to and usable by a family member with a disability, the family may complete a "Request for Reasonable Accommodation" form. The PHA may approve this request after the need is verified by a reliable health care professional, such as a doctor, social worker, or caseworker.

#### **Reasonable Accommodation Requests for Live-In Aides or Medical Equipment:**

A person with disabilities may request a RA in any format (verbally, in writing, or in person). They are not required to use a specific form in order to make such requests, however, the PHA has a standard Reasonable Accommodation Request form available in order to help expedite



these requests. All requests for exceptions to the subsidy standards as a reasonable accommodation for a person with disabilities must be submitted to the PHA's Reasonable Accommodation Compliance Committee (RACC). The RACC will review the family's request and the information from a doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability and make a decision as to whether to grant or deny the reasonable accommodation request.

If the reasonable accommodation request is approved and results in an increase in voucher size, the increase will be processed the later of:

- the first day of the month following the date of the decision,
- the first day of the month after the live-in aide passes the background check, or
- the voucher issuance date if a move is required.

An additional bedroom will **not** be approved for multiple caregivers who provide service to a participant(s)/applicant(s) on a rotating or part-time basis (i.e. less than 12 hours per day).

Once approved, the live-in aide must use the subsidized unit as his or her primary place of residence.

An additional bedroom will not be provided for family members of a live-in aide (e.g. the live-in aide's children, spouse/partner, etc.).

If an additional bedroom is approved by the PHA based on a reasonable accommodation (RA) request by the family to accommodate medical equipment and/or supplies, it will be effective the first day of the month following the month in which the request was approved.

When an additional bedroom has been approved as a RA and the PHA later determines that the room is not being utilized for its intended purpose, approval of this RA may be rescinded and the voucher size may be reduced. The reduction in voucher size will take place at an annual recertification or during the move process.

If the PHA becomes aware that an approved live-in aide is not residing in the unit, the participant will be given 120 days to identify and obtain approval of a substitute live-in aide. If another live-in aide is not identified and approved within 120 days, the voucher size will be reduced to the size the family would qualify for without a live-in aide.

If the RA request is denied, the applicant or participant will be sent a letter regarding the reason for the denial. The applicant or participant may contact staff to discuss the reason for the denial and may submit a revised request for a reasonable accommodation with any additional supporting documentation or information for the RACC to consider.

#### **Approval of Increased Payment Standards**

The PHA may approve a payment standard of not more than 120% of the Fair Market Rent (FMR) if necessary as a reasonable accommodation for a family that includes a person with disabilities.

When making such an approval, the PHA will maintain documentation that the PHA performed the required rent reasonableness analysis and will also maintain documentation that the unit meets the needs of the person with disabilities.

All requests for such an exception must be submitted in writing to the PHA with the reason for such request. Such requests that include the physical features necessary to provide a reasonable accommodation for an individual with disabilities will be reviewed for consideration prior to an inspection of a unit. The final approval is subject to the PHA having verified the existence of such features.

**C. UNIT SIZE SELECTED** (24 CFR §982.402(c))

The family may select a different sized dwelling unit than that listed on the voucher; however, this will **not** increase the amount of rental assistance the family receives (i.e. the family will not receive additional rental assistance). The Payment Standard (amount of assistance) is based on the authorized voucher or actual bedroom size, whichever is less. The utility allowance is based on the size of unit actually selected or the authorized voucher size, whichever is less.

**Over-housed**

If a participant's family size has decreased, resulting in a lower voucher size, the family may choose to remain in the unit. However, if they choose to remain in the unit, the subsidy standard will be lowered and the family's rent portion may be increased.

If the family chooses to move, the voucher issued will be for the correct subsidy standard. The tenant portion of rent and the current utility allowance cannot exceed 40% of the family's adjusted income. The PHA subsidy will be based on the payment standard for the number of bedrooms for which the family is eligible or the actual number of bedrooms in the unit, whichever is less.

**Under-housed CFR 982.403**

If a unit does not meet HQS space standards due to an increase in family size (unit too small), the PHA will issue a new voucher of the appropriate size as soon as the under-housed situation is identified. The PHA will terminate the HAP contract once an appropriate HQS approvable sized unit has been found. The under-housed status will be determined based on the physical unit size in which the family resides and not on the voucher size.

**\*HQS GUIDELINES FOR UNIT SIZE SELECTED**

<b>Unit Size</b>	<b>Maximum Number in Household</b>
0 Bedroom	2
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6     **FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION**

(24 CFR Part 5, Subparts E and F and 24 Part CFR §982.515)

**INTRODUCTION**

An accurate calculation of annual income and adjusted income will ensure that families are not paying more or less rent than required under HUD regulations.

This chapter defines the allowable expenses and deductions to be subtracted from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and additional instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the calculation of the TTP.

**A. MINIMUM RENT**

"Minimum rent" for this PHA is \$0. Minimum rent is a minimum TTP. A family whose TTP has been set at the minimum rent may receive a utility reimbursement. Families may request an exemption to this policy based on hardship and complete a PHA-approved form to request such an exemption.

**Hardship Exemption**

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request. This includes during the eligibility process or after lease up.

The PHA then determines whether the financial hardship exists and whether the hardship is temporary (expected to last ninety days or less) or long-term.

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

**Temporary Hardship**

If the PHA determines that a qualifying financial hardship is temporary, it will suspend the minimum rent for the 90-day period beginning the first of the month following the date the family submits the request for a hardship exemption. HUD requires the PHA to offer a reasonable repayment agreement in such cases, on terms and conditions established by the PHA. The PHA may also determine that circumstances have changed and the hardship is now a long-term hardship.

Participants who are approved for a minimum rent or hardship exemption will receive a mandatory income review every ninety days. The PHA may, at its discretion, run a credit report after ninety (90) days once a participant has been approved for a minimum rent or hardship exemption. The participant has the right to request an informal hearing if a minimum rent request is denied.

**Long-Term Hardship**

If the PHA determines the financial hardship is long-term, the PHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

**B. INCOME AND ALLOWANCES** [24 CFR Part 5]

Income includes all monetary amounts the family receives, along with any monies paid to them or on their behalf. For purposes of calculating the Total Tenant Payment (TTP), HUD defines what is to be calculated and what is to be excluded in the Code of Federal Regulations (CFR). In accordance with this definition, all income that is not specifically excluded by HUD's regulations (as set forth in the CFR) is counted.

Annual income is defined as "The gross amount of income anticipated to be received by the family during the twelve months after certification or recertification." (See 24 CFR §5.609 for additional information what counts as income in determining the TTP or Housing Choice Voucher Program Guidebook).

All employment income will be included unless separation or termination of employment is verified.

Adjusted income is defined as the annual income minus any HUD allowable expenses and deductions.

HUD has five allowable deductions from annual income:

- Dependent Allowance: \$480 each for family members (other than the head or spouse/partner) who are minors, and for family members who are 18 and older who are full-time students or who are persons with disabilities.
- Elderly/Persons with Disabilities Allowance: \$400 per family for families whose head or spouse/partner is 62 or over or a person with disabilities.
- Unreimbursed Allowable Medical Expenses: Deducted for all family members where the head of household or spouse is an eligible elderly/disabled family. These deductions are set forth in 24 CFR §5.611(a)(3)(i).
- Child Care Expenses: Deducted for the care of children under thirteen years of age when child care is necessary to allow an adult member to work, attend school, or actively seek employment.
- Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus expenses for persons with disabilities if needed to enable the individual or an adult family member to work. These expenses are set forth in greater detail in 24 CFR §5.611(a)(3)(ii).

**C. EARNED INCOME DISREGARD (EID)** (24 CFR §5.617; also see Federal Register issued March 8, 2016 and PIH notice 2016-05)

To qualify for the earned income exclusion, a family member with disabilities must be receiving tenant-based rental assistance through the HCV Program and must meet one or more of the following conditions:

- Annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

- Annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
- Annual income increases, as a result of new employment or increased earnings of a family member with disabilities, during or within six months after receiving assistance, benefits or services under any state program for TANF, provided the total amount over a six-month period is at least \$500.

**Initial Twelve-Month Exclusion**

The annual income for a qualified family member who is a person with disabilities must not be increased as a result of increases in earned income beginning on the date on which the increase occurred and continuing for a cumulative 12-month period.

If the period of increased income does not last for 12 consecutive months, the disregard period must resume at any time within the 24-month period, and must continue until the disregard has been applied for a total of 12 cumulative months (the initial 12-month full exclusion).

No earned income disregard will be applied for that family member after the 24-month period following the initial date the exclusion was applied.

**Second Twelve-Month Exclusion and Phase-in**

After the expiration of the initial cumulative 12-month period, the PHA must exclude at least 50% of any increase in income of a family member who is a person with disabilities from the annual income of a qualified family.

**Maximum Two-Year Disregard**

The earned income disregard is limited to a lifetime 24-month period for each family member who is a person with disabilities. For each family member who is a person with disabilities the disregard only applies for a maximum of 12 cumulative months of full exclusion of incremental increase, and a maximum of 12 cumulative months of phase-in exclusion during the 24-month period, starting from the date of the initial exclusion.

The definitions of "Previously Unemployed" and "Economic Self-Sufficiency Program" are available in the glossary of this Administrative Plan.

Amounts to be excluded are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disregard is the amount of incremental increase in the income of a family member who is a person with disabilities. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

**Applicability to Child Care and Disability Assistance Expense Deductions**

The amount deducted for child care and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disregard, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for child care and disability assistance expense deductions.

**Tracking the Earned Income Exclusion**

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation may include:

- Date the increase in earned income was reported by the family,
- Name of the family member whose earned income increased,
- Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income,
- Amount of the increase in earned income (amount to be excluded),
- Date the increase in income is first excluded from annual income,
- Date(s) earned income ended and resumed during the initial cumulative twelve-month period of exclusion (if any),
- Date the family member has received a total of 12 months of the initial exclusion,
- Date the twelve-month phase-in period began,
- Date(s) earned income ended and resumed during the second cumulative twelve-month period (phase-in) of exclusion (if any),
- Ending date of the maximum twenty-four month (two year) disregard period (twenty-four months from the date of the initial earned income disregard), and
- Date the family member has received a total of 12 months of the phase-in exclusion

The PHA will maintain a tracking system to ensure correct application of the earned income disregard.

Interim reexaminations will not be done for income increases. The initial 12-month exclusion will still begin on the date on which the increase in earned income begins.

**Inapplicability at Admission**

The earned income disregard is only applied to determine the annual income of families with a member who is a person with disabilities, who are participants in the HCV Program, and does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

**Applicability for Portability**

When a family receiving the earned income exclusion at an initial PHA exercises portability (moves with continued voucher benefits) into the jurisdiction of the receiving PHA, the earned income exclusion will continue.

**D. OCCUPANCY REQUIREMENTS**

The PHA must compute all applicable income of every family member, including those who are temporarily absent. It is the family's obligation to report changes in family composition within thirty (30) days. This includes any changes in income.

**Temporary Absence of Family Members**

Any member of the household who is away from the unit for less than thirty days will be considered temporarily absent.

**Permanent Absence of Family Members**

Participants must report to the PHA in writing if any household member will be away from the home for 30 days or more for any reason (including medical [e.g. hospitalization], educational [e.g. college], or legal [e.g. incarceration in jail or prison or commitment to a mental or behavioral health treatment center], etc.).

Any member of the household, except full-time students and minors placed in foster care, will be considered permanently absent if they are away from the unit for more than thirty (30) consecutive days in a twelve-month period, except with PHA approval.

Minors will be considered permanently absent if they are away from the household for 90 days or more, with the exception of a court-granted custodial arrangement.

If the spouse/partner is out of the residence solely for the purpose of employment, the spouse/partner will not be considered absent and his or her income will be counted. In such cases the family will be required to provide written verification that the spouse/partner is away from the home for the purpose of employment, and must report any changes in the spouse/partner's income to the PHA.

Any member of the household will be considered permanently absent if s/he is incarcerated for thirty (30) or more consecutive days.

**Reporting Absences to the PHA**

Reporting changes in household composition is both a HUD and a PHA requirement. Failure to timely report such changes may result in termination from the HCV Program.

If a family member leaves the household, the family must report this change to the PHA, in writing, within 30 days of the change and certify whether the member is temporarily or permanently absent. If the absence is permanent, the head of household may be required to provide supporting documentation that the family member who has left the home has established a separate residence.

In either case, the family must promptly report any absence due to incarceration of 30 days or more to the PHA in writing.

In the event that the absent family member is unwilling to cooperate in providing supporting documentation, the head of household may be required to self-certify that the family member is absent.

The PHA may conduct an interim evaluation for changes, which will affect the Total Tenant Payment (TTP) in accordance with the interim policy.

#### **Absence of Entire Family**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit (for information on move-out notification, please see Chapter 14 of this Administrative Plan). In cases where the family has moved out of the unit, the PHA may terminate assistance in accordance with appropriate termination procedures contained in this Administrative Plan.

A family must notify the PHA in advance, in writing, and obtain approval from the PHA of their absence from the unit if the family anticipates that they will be gone for thirty (30) consecutive days or more. The PHA may not approve absences of a family from the unit for 60 consecutive days or more, except as described below.

If the entire family is absent from the assisted unit for thirty (30) or more consecutive days, without prior notification and approval by the PHA, the unit will be considered vacated/abandoned. If it is determined that the unit is considered to be vacated, the PHA will immediately stop any future payments and may terminate the Housing Assistance Payment (HAP) contract and the family's participation in the HCV Program.

Absences do not negate the family's obligations (e.g. to attend appointments, or return paperwork) under the HCV Program or other HUD rules and regulations.

In order to determine if the family is absent from the unit, the PHA may:

- Conduct a home visit,
- Send letters to the family at the unit,
- Telephone the family,
- Interview neighbors,
- Contact emergency or third-party contacts,
- Verify whether utilities are in service,
- Check with the Post Office, or
- Obtain written or verbal verification from the property owner (landlord) that the assisted family has abandoned the unit.

A person with a disability may request an extension of time as a reasonable accommodation, provided that the extension does not exceed the HUD-allowed 180 consecutive days.

If the absence which resulted in termination of assistance was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the family's obligations, and if funding is available, the PHA may reinstate the family as a reasonable accommodation if the family makes such a request.

#### **Absence Due to Medical Reasons or Move to a Nursing Facility**



If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source knowledgeable about the family member's medical history as to the likelihood and timing of their return.

If the verification indicates that the family member will permanently remain in a nursing home, the family member will be considered permanently absent. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

If the verification indicates that the family member will return in fewer than 120 consecutive days, the family member will not be considered permanently absent.

If the PHA verifies the family member has been away from the home for more than 120 days, the PHA will require additional confirmation from a health care professional of the anticipated return date to the home.

If a household consists of only one family member and that family member has not returned to the home within 30 days from the anticipated return date, the PHA may issue a notice of termination from the HCV Program.

If the head of household and/or spouse/partner/co-head is permanently moved to a hospital or nursing facility and there is a family member who has been part of the household for the past 12 months or has continually been a part of the household throughout the term of assistance, the voucher will be passed to the remaining member so long as he or she qualifies. In these cases, the person who has permanently moved to a care facility will be removed from the voucher. The remaining family member's voucher size eligibility will be reassessed at the next annual recertification or move with continued assistance, whichever comes first.

**Absence Due to Full-time Student Status**

Full-time students who attend school away from the home will be considered part of the household (for calculating subsidy standards) if they live with the family for more than 183 days a year.

**Absence due to Incarceration**

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent and the PHA may terminate the participant's assistance according to procedure.

If the Head of Household is incarcerated, the remaining household members who are at least 18 years of age will be responsible for reporting the absence. If there are minor children in the home, refer to Caretaker for Child(ren).

Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days.

If a member of the household is subject to a court order that restricts him/her from the home for more than 30 days, that individual will be considered permanently absent.

The PHA will determine whether the reason for incarceration is for drug-related or violent criminal activity.

## Chapter 6 Factors Related to Total Tenant Payment and Family Share Determination

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If there are additional family members who would lose access to housing, mitigating circumstances will be considered when evaluating the status of the voucher.

If the reason for the absence is due to incarceration, the family member who was incarcerated may be required to undergo a new criminal background check upon his or release from jail, prison, or other facility.

### **Absence due to Military Service**

Absence of the head of household or the spouse/partner, due to military service, will be considered a temporary absence.

Absence of other household member(s) due to enlistment in military training for up to three (3) months will be considered a temporary absence and their income will be counted toward the household income. In such cases the family will be required to provide written verification that the household member is enlisted in training, the duration of the training, and the expected graduation or release-from-service date.

If a household member is absent due to military service not related to training as mentioned above, he or she will be considered permanently absent from the home. See “Permanent Absence of Family Members” above. Upon completion of a military assignment resulting in permanent absence, this family member may be added back to the household. See Chapter 5 Section A- Determining Family Unit (Voucher Size) “Adding Additional Household Members.”

### **Absence of Children due to Placement in Foster Care**

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will contact the appropriate agency to determine when the child/children will be returned to the home.

If the time period is to be longer than six consecutive months from the date of removal of the children, the voucher size will be reduced. The family will be required to provide a letter from the foster care agency to the PHA that includes the anticipated return date of the child(ren) in order to be considered for a larger voucher size.

If any children are removed from the home permanently, the voucher size will be reduced in accordance with the PHA's subsidy standards.

### **Caretaker for Child(ren)**

If the remaining member/s of the assisted family includes minor(s), the PHA may allocate the voucher to a person who was not previously part of the assisted family, who has gained legal custody or guardianship of the minor(s), as long as the original minor(s) remain in the home. This person will be subject to meeting all eligibility criteria.

If legal custody or guardianship cannot be established within 90 days, or if the person who obtains custody or guardianship of the minor/s does not meet program eligibility criteria, the PHA will terminate the family's assistance.

If custody or guardianship is awarded for a limited period of time, the PHA will state in writing that the transfer of the voucher is for that period time or as long as the individual will have custody or guardianship of the children.

When the PHA approves a person to reside in the unit as caretaker for the child(ren), the income of the guardian will be counted in the household income.

The guardian is eligible to receive the full benefits of the HCV assistance as long as guardianship of the children is retained.

The PHA will work with the appropriate service agencies and the landlord to provide as smooth a transition as possible in these cases.

### **Visitors**

Any adult or minor child not included on the HUD Form 50058 who has been in the unit more than 30 consecutive days without PHA approval, or a total of thirty (30) days in a twelve (12) month period, will be considered to be living in the unit as an unauthorized occupant. If the family has mitigating circumstances, a family can request in writing for a visitor to stay over 30 days (less than 12 months. For over 12 months see Chapter 24 Reasonable Accommodations) once a Landlord has approved the request. If the PHA determines based on the evidence that an individual is an unauthorized occupant, the PHA will propose termination of the household's participation in the HCV Program since prior approval was not requested for the additional household member. When the PHA makes the determination that there is an unauthorized occupant/household member in the unit, the family may provide evidence that the individual (who the PHA purports to be an unauthorized occupant) is a guest (who has not been in the unit for a longer period of time than the PHA's guest policy allows) and not an occupant of the unit. The PHA may consider the following factors in determining that the unauthorized occupant is residing in the assisted unit as part of the household:

- Absence of evidence of any other address (e.g. written lease or rental agreement) Statements from neighbors and/or the owner (landlord) or property manager that the individual is living in the unit.
- Use of the unit address as the visitor's current residence (or mailing address) for any purpose that is not explicitly temporary.

Examples of acceptable methods of proof that the visitor is not an unauthorized occupant of the assisted unit may include a combination of the following items:

- mail to the individual at another (verifiable and current) address,
- address of record given to any federal, state, or other public entity (e.g. DMV),
- lease/rental agreement (verifiable) for current residence,
- utility bills for current residence,
- current address of record from employer, or
- credit report history.

In the absence of such proof, the individual may be considered an unauthorized member of the household and the PHA may terminate assistance of the household since it failed to obtain prior approval from the PHA to add that individual to the household.

In a joint physical custody arrangement, if the minor is in the household 50% of the time or less, he or she will not be considered an unauthorized household member.

In a joint custody arrangement where both parents are participating in the HCV program, only one parent can claim the child for deductions and for determination of the occupancy standards.

### **Reporting Changes to Owner and PHA**

Reporting changes in household composition to the PHA is both a HUD and a PHA requirement.

The family obligations require the family to request PHA approval to add any other individual to the unit and to inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request submit prior written approval to the PHA of the request to add additional household members. If the family does not obtain prior written approval from the PHA, any person the family has permitted to move in will be considered an unauthorized occupant in violation of the HCV Program rules.

If any new family member is added, the family income must include any income of the new family member. The PHA will conduct a certification to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

In addition, the family must obtain prior written approval from the owner (landlord) or property manager when there are changes in family composition (except with respect to children born to members of the household or added to the household as the result of a court-ordered guardianship) and must submit a copy to the PHA. (Also see Chapter 5 – Adding Additional Members to the Household)

#### **E. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER**

PHA-approved spouse/partner or co-head will “inherit” the voucher in the event of the death of the head of household if the spouse/partner has been part of the assisted family for the past 12 months, or has been part of the family throughout the term of assistance.

If the head of household passes away and there is no spouse/partner/co-head, an approved family member may retain the voucher if the family member has been a part of the assisted family for the past 12 months or has continually been part of the family throughout the term of assistance. If there are minor children in the home, refer to the “Caretaker for Child(ren)” section above.

#### **F. WAGES FROM EMPLOYMENT WITH THE PHA OR RESIDENT ORGANIZATION**

Upon employment with the PHA or officially recognized Resident Organization, the full gross amount of employment income received by the person will be counted for the purposes of determining the subsidy amount.

The PHA will include all sources of income in the determination of tenant rent except those specifically excluded in 24 CFR §5.609 or determined to be excluded by HUD or other federal law or regulation during the effective dates of the PHA Administrative Plan.

Amounts of \$200.00 or less per month received under a Resident Services Stipend will not be counted in the determination of tenant rent.

Any income received under a Resident Trainee program administered by the PHA will not be counted in the determination of tenant rent.

#### **G. AVERAGING INCOME**

When annual income cannot be anticipated for a full twelve (12) months, the PHA will average known sources of income that vary to compute an annual income.

If there are bonuses or overtime that an employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used (if not used in the prior year). Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

**H. MINIMUM INCOME**

There is no minimum income requirement.

Families reporting zero income will be required to complete a Zero Income packet with supporting documentation at each interim recertification until the household ceases to report zero income. The PHA will inquire into how the family pays expenses, including personal expenses, with no income.

The PHA may conduct credit checks for all adult members of families who report zero income. Where credit reports show credit accounts open and payments current, the PHA will take action to investigate the possibility of fraud or program abuse.

**I. INCOME OF PERSON PERMANENTLY MOVED TO NURSING HOME**

If a family member, other than the head of household or spouse/partner/co-head, is permanently moved to a hospital or nursing home, that family member and their income will be removed from the household. The remaining family member's voucher size will be reassessed at the next annual recertification or move with continued assistance, whichever comes first.

**J. REGULAR CONTRIBUTIONS AND GIFTS** (24 CFR §5.609(a)(2), (b)(7), and (c)(9))

Regular and anticipated contributions and gifts are counted as income for calculation of the Total Tenant Payment (TTP). This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include sporadic contributions or gifts.

Contributions or gifts received less than three times in the year will not be counted as income for calculation of the TTP.

If the family's expenses exceed its known income, the PHA will request information from the family regarding contributions and gifts to explain this discrepancy.

**K. ALIMONY AND CHILD SUPPORT** (24 CFR §5.609(b)(7))

Regular alimony and child support payments are counted as income for calculation of the Total Tenant Payment.

If the amount of child support or alimony received is less than the amount granted by the court, the PHA will use the amount granted by the court unless the family can verify that they are not receiving the full amount and verification of item(s) as follows:

- The PHA receives verification from the agency responsible for enforcement or collection;
- The family furnishes documentation of a child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement, or collection action through an attorney; or

Online printout from the Department of Child Support Services, the Department of Social Services, or the Department of Human Assistance websites.

**L. Military Pay Income**

Military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) shall be counted as income.

**Veterans Participating in Compensated Work Therapy (CWT) Programs, Including Incentive Therapy (IT)**

CWT is a Veterans Health Administration (VHA) treatment program that consists of two major clinical models: transitional work and supported employment. Both are integrated into treatment, and provided under medical orders of VHA physicians. CWT is not considered temporary employment program by VHA, and there are no regulations establishing a time limit on participation. Participation is based on the treatment needs of the individual Veteran, and judgment of the treatment team. Therefore, the number of hours per week/month, the length of participation, and the number of times the veteran participates in such programs varies widely among veterans.

The PHA cannot make a general determination that such income should be excluded as temporary, nonrecurring or sporadic income as it has in other cases (e.g. census workers) because in the case of CWT and IT, the factors for making such a determination are case specific, not program specific. Circumstances vary considerably depending on the situation of each veteran and local VA administrative policies, therefore PHAs should consider the specific circumstances of each veteran participating in CWT and/or IT to determine if a Veteran's earnings under these programs may qualify as temporary, nonrecurring or sporadic income in accordance with PHA policy and 24 CFR §5.609(c)(9).

**M. LUMP-SUM RECEIPTS** (24 CFR §5.609(c)(3))

Lump-sum additions to family assets, inheritances, deferred employment income, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, will not be included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from the Social Security Administration (SSA) for benefits SSA administers, such as Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI), are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent the family owes as a result of the unreported lump sum receipt, the PHA uses a method to calculate this amount retroactively.

**Retroactive Calculation Methodology**

The PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is most recent.

The PHA will determine the amount of income for each certification period, including the income derived from a lump sum, and recalculate the tenant rent for each certification period to determine the amount due to the PHA.

The amount owed "retroactively" is due and payable to the PHA.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

**Attorney Fees**

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include of the amount paid for the attorney fees.

**M. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS** (24 CFR §5.609(b)(4))

Contributions to company retirement/pension funds are handled as follows:

- While an individual is employed, only amounts the family can withdraw without retiring or terminating employment count as assets.
- After retirement or termination of employment, lump sums received count as assets.

**N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE** (24 CFR §5.603(b)(3))

The PHA must count assets disposed of for less than fair market value during the two years preceding initial certification or reexamination. The PHA will count the difference between the fair market value (FMV) of the asset and the actual payment received in calculating total assets.

Assets disposed of due to foreclosures or bankruptcies are not considered to assets disposed of for less than FMV. Assets disposed of due to divorces or separations are also not considered assets disposed of for less than FMV.

The PHA's minimum threshold for counting assets disposed of for less than FMV is \$5000. If the total value of assets disposed of within a two-year period is less than \$5000, they will not be considered assets.

**O. Student Income** (24 CFR §5.609(b)(9) and California Postsecondary Education Commission - Glossary of Terms]

**Full-time Student Status** (also see Chapter 2 – Student Eligibility):

A student must meet all program eligibility and screening criteria. Any change in Full-Time Student status must be reported to the PHA within 30 days of the change.

Student earned income applies to any household member who is a full-time student, 18 years and over, except for the head of household, spouse/partner, or co-head.

Only the first \$480 of the earned income of full-time dependent students will be counted toward family income.

A full-time student is a person who is enrolled in at least 12 or more units at 1 (one) or more educational, technical or vocational institutions. An adult member of the household enrolled full-time in high school will also be considered a full-time student upon receipt of verification of continued enrollment.

Financial assistance does not include loan proceeds.

Financial assistance received in the form of grants, financial aid or awards will be counted as income unless the student is a dependent student living with his or her parent(s) on the program or if they are 24 years of age or older (by December 31st of the award year) with a dependent child.

The “dependent child” is the student’s own child who is a minor, a full-time student 18 or over, or a person with disabilities 18 or over. Foster children do not qualify as dependent children.

For single-member student households, any financial assistance received in excess of amounts received for tuition and fees shall be considered income. Financial assistance counted as income does not include loan proceeds since loans are debts that must be repaid by the borrower.

In cases where the student is not considered an “independent student” (see Federal Register-5969-N-01), both the student’s and parents’ income are considered for eligibility/recertification purposes. Once the student has been determined Final Eligible for the HCV Program and the parents are not part of the household, any financial assistance received in excess of tuition and fees shall be considered income. Financial assistance counted as income does not include loan proceeds since loans are debts that must be repaid by the borrower.

Independent status must be verified by:

- Reviewing and verifying previous address information to determine evidence of a separate household or verifying the student meets the U.S. Department of Education’s definition of “independent student,”
- Reviewing a student’s prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education’s definition of “independent student,” and
- Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income.

**P. CHILD CARE EXPENSES** (24 CFR §5.611(a)(4))

Non-reimbursable childcare expenses for children under thirteen (13) years of age shall be deducted from annual income if they enable a family member to actively seek employment, to be employed, or to further his or her education to comply with federal law.

For disabled children thirteen (13) years of age and older refer to the section titled Allowances for Disability Assistance Expense.

In the case of a child attending private school, only before or after-hours care can be counted as childcare expenses.

Childcare expenses must be reasonable. “Reasonable” expenses are determined by what the average allowance expense rates are in the PHA’s jurisdiction.

Allowing deductions for childcare expenses is based on the following guidelines:



- **Childcare to work:** The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- **Childcare for school:** The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one-hour travel time to and from school).
- **Amount of Expense:** The PHA may survey the local care providers in the community and use other surveys to determine what is reasonable. The PHA will use the collected data as guidance. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.

When the person who is enabled to work is a person with disabilities who receives the earned income disregard (EID) or is a full-time student whose earned income above \$480 is excluded, child care costs related to enabling the family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000, but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

The PHA will require the family to provide verification of childcare expenses. Such verification may include but is not limited to:

- Copies of cancelled check or money order receipts from a childcare service;
- Receipts from an unlicensed childcare provider that has been third-party verified by a PHA employee; or
- Receipts, letters, or a printout from a licensed agency providing the childcare service.

**Q. UNREIMBURSED MEDICAL EXPENSES/DISABILITY ASSISTANCE EXPENSE** (24 CFR §5.611(a)(3)(i))

The unreimbursed medical expense deduction is limited to families whose head, spouse/partner, co-head, or sole member is at least 62 years of age or is a person with disabilities (elderly or disabled families).

To qualify for a deduction, medical expenses must meet the following essential criteria:

- Must be anticipated, regular, ongoing expenses that a family will pay in the 12 months following examination or reexamination; and
- Must be un-reimbursed and not covered by an outside source such as insurance (including MediCal).

If a family qualifies for medical expense deductions, the medical expenses of all family members may be considered.

Medical expenses are expenses anticipated to be incurred during the 12 months following certification or reexamination which are not covered by an outside source such as insurance (including MediCal). The medical expense deduction is not intended to give a family an allowance equal to last year's expenses, but to anticipate regular ongoing and anticipated unreimbursed medical expenses that will be incurred in the coming year.

Medical expenses may include:

- Services of doctors and health care professionals;

- Services of health care facilities;
- Medical insurance premiums;
- Prescription/over-the-counter medications prescribed by a physician;
- Transportation to treatment (cab fare, bus fare [not bus passes unless they are single daily passes used specifically for transportation to and from a medical appointment or treatment], mileage);
- Dental expenses, eyeglasses, hearing aids, batteries;
- Live-in or periodic medical assistance; and
- Monthly payment on accumulated medical bills (regular monthly payments on a bill that was previously incurred). The allowance may include only the amount expected to be paid in the coming 12 months.

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide. Even if an expense is allowable, in order to be deductible it must be deemed an ongoing expense.

The PHA will require the family to provide verification of expenses. Verification may include but is not limited to invoices, printouts and statements from a doctor or other healthcare provider certifying the anticipation of the medication and/or treatment costs for the next twelve months. "Recommendations" of a healthcare provider are not acceptable. Actual prescriptions from a licensed healthcare provider (usually a doctor) are an example of acceptable verification of the unreimbursed medical expense.

A tenant-signed certification of medical expenses without supporting documentation will not be accepted as proof of medical expenses.

**Allowance for Disability Assistance Expense** (24 CFR §5.611(a)(3)(ii))

Families are entitled to a deduction for unreimbursed expenses to cover care attendants and auxiliary apparatus expenses for a family member with disabilities to the extent these expenses are necessary to enable the family member (including the member who is a person with disabilities) 18 years of age or older to be employed.

**Special Calculation for Households Eligible for Disability Assistance and Medical Expenses** [HCV Guidebook 5-32]

If an elderly family or disabled family has both medical expenses and disability assistance expenses, a special calculation is required to ensure the family's 3% share of these expenses is applied only one time. Because the allowance for disability assistance expenses is limited by the amount earned by the person enabled to work due to the attendant care or auxiliary apparatus, the disability allowance must be calculated before the medical allowance is calculated.

When the family has disability assistance expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses is computed as described above. In such an instance, the allowance for medical expenses will be equal to the family's total medical expenses.

When a family has disability assistance expenses that are less than 3% of annual income, the family will receive no allowance for disability assistance expense. However, the allowance for medical expenses will be equal to the amount by which the sum of both disability and medical expenses exceeds 3% of annual income.

If the disability assistance expense is more than the amount earned by the person who has been enabled to work, the allowance for disability assistance will be capped at the amount earned by that individual. When the household is also eligible for a medical expense allowance, the 3% may have been exhausted in the disability assistance allowance, and the first calculation will not be applied to medical expenses.

**R. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES** (24 CFR §5.520)

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

"Mixed" families that were participants on June 19, 1995, and do not qualify for continued assistance must be offered prorated assistance. (See "Recertifications," Chapter 12). Applicants with mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

**Prorated Assistance Calculation**

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying that amount by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

**S. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

See Recertifications, Chapter 12 of this Administrative Plan.

**T. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS**

(24 CFR §982.517)

The PHA must review its schedule of utility allowances each year, and must revise its allowances for any category if there is a change of 10% or more. The same utility allowance schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The PHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards.

The PHA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

The PHA must classify utilities in the utility allowance schedule according to the following general categories: space heating, cooking, water heating, water, sewer, trash collection; refrigerator (for tenant-supplied refrigerator), range (cost of tenant-supplied range); and other specified services.

## Chapter 6 Factors Related to Total Tenant Payment and Family Share Determination

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An allowance for tenant-paid air conditioning will be provided in cases where the majority of housing units in the market have central air conditioning or are wired for tenant installed air conditioners.

The PHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10% or more since the most recent revision of the utility allowance schedule, the schedule will be revised to reflect the new utility rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families along with their voucher. The utility allowance is based on the actual unit size selected or the authorized voucher size, whichever is less.

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance.

When the calculation on the HUD 50058 form results in a utility reimbursement payment due to the family, the PHA will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant.

If the HCV Program participant (tenant) and owner (landlord) agree to any changes in the lease, such changes must be in writing. In order to change the utility or appliance responsibility, a 60-day written notice must be submitted to the PHA and must be approved prior to taking effect. Utility responsibility changes take effect the first of the month following the 60 day notice. Once approved by the PHA, a new HAP contract must be issued.

Chapter 7      **VERIFICATION**  
(24 CFR §§ 5.240, 5.210, 982.516, 982.551)

**INTRODUCTION**

HUD regulations require that the factors of eligibility and Total Tenant Payment and Family Share be verified by the PHA. PHA staff will obtain written verification from independent sources in accordance with HUD regulations and will document tenant files whenever third-party verifications are not available and why third-party verification was not obtained.

Applicants and program participants **must** provide true and complete information to the PHA whenever information is requested. The PHA's verification requirements are designed to maintain program integrity. This chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The PHA will obtain proper authorization from the family before requesting information from independent sources.

**A. METHODS OF VERIFICATION AND TIME ALLOWED**

The PHA will verify information through the five methods of verification acceptable to HUD in the following order:

1. Upfront Income Verification (UIV) is income information that could be obtained through the Enterprise Income Verification (EIV) system or other system that allows a PHA direct access to verify tenant income. Verifications received by direct electronic access from the source are considered Upfront Income Verification;
2. Written Third-Party Verification, which may be a document provided by the tenant from the income provider or source;
3. Written Third Party Verification Form, which is a written income verification request submitted by the PHA to the income provider or source to verify the income received by the participant;
4. Oral Third Party Verification, which is income verified orally by phone with the income provider or source;
5. Tenant Declaration (signed under penalty of perjury).

The PHA will allow up to five (5) days for return of third-party verifications, and will allow up to 5 days to obtain other types of verifications before using the next verification method. The PHA will document the file as to the reason third-party written or oral verification was not used.

For applicants, verifications may not be more than sixty days old at the time of the initial voucher issuance.

The PHA will not delay the processing of an application or recertification beyond a reasonable and appropriate time period based solely upon a third party's failure to return the verification in a timely manner.

**Upfront Income Verification**

Upfront Income Verification (UIV) is the highest level of third-party verification.

The PHA uses a HUD-required Enterprise Income Verification (EIV) system to verify tenant-supplied information regarding earned income, Social Security benefits, Supplemental Security Income (SSI), and unemployment benefits. If UIV information differs from tenant-supplied information by more than \$200

per month or UIV information does not exist, the PHA must request another form of verification. EIV does not verify earned income, Social Security benefits or SSI for applicants.

- PHAs are required to use EIV to verify Social Security/SSI benefits of current participants and household members.
- PHAs will print the EIV Income Report and may use it to calculate the tenant rent. If the tenant provides a more recent third-party verification from the income source, the PHA may use the amounts on that verification to calculate the tenant rent. The PHA will use the gross benefit amount to calculate annual income from Social Security benefits. EIV will not be used to verify employment income.
- If the participant disputes the EIV-reported benefit amount, the PHA will request that the tenant provide a current (dated within the last 60 calendar days) benefits verification letter, and the PHA will request third-party verification from the income source provider. If the participant is unable to conclusively dispute the validity of the information obtained through EIV and the third party source, the income will be attributed to the participant.
- Photocopies of social security checks or bank statements are **not** acceptable forms of verification for Social Security or SSI benefits because the dollar amount listed may not be the gross benefit amount.

The PHA will accept verifications delivered by the family (if they can be verified by other means) from agencies, including but not limited to:

- Social Security Administration (for SSI and other Social Security programs)
- Veterans Administration
- Department of Human Assistance (welfare office)
- Employment Development Department (EDD)
- Unemployment Insurance Appeals Board
- City or County Courts
- Pharmacy (in regard to prescription drugs)
- A local, state or federal Court
- The Work Number
- State wage/income collection agency

### **Third-Party Oral Verification**

When third-party oral verification is used, PHA staff is required to complete a Certification of Document Viewed or Person Contacted Form, stating the name of the person with whom they spoke, the date of the conversation, and the facts provided. If provided by telephone, the PHA must originate the call

### **Review of Tenant-Supplied Documents**

The PHA will utilize documents generated by a third-party source provided by the family as the primary source if the documents provide complete information. All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted Form or document.

The PHA will accept the following documents from the family provided that the document is such that tampering would be readily noticeable:

- Printed wage stubs: a minimum of two (2) check stubs are required

- Computer printouts from the employer
- Other documents noted in this chapter as acceptable verification

The PHA may accept faxed documents and photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy of more than \$100 a month (per income source), the PHA will utilize the third party verification.

### **Tenant Declaration**

When verification cannot be made through any of the higher forms of verification including upfront or third party, the PHA will require the tenant to complete a written tenant declaration (Affidavit) of income and sign it under penalty of perjury.

Tenant declaration means a statement written on an Affidavit form and signed under penalty of perjury. The application or the annual recertification packet may also serve as a form of self-certification as long as all adult household members sign it. The tenant may also elect to have a self-certification notarized at his or her own expense.

The PHA does not require an applicant or participant to have documents notarized or to incur the financial expenses of doing so.

### **B. RELEASE OF INFORMATION** (24 CFR §§ 5.230, 982.516, and 982.551)

All adult family members will be required to sign the HUD form 9886 Release of Information/Privacy Act form and the PHA's Authorization for the Release of Information.

Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission or termination of assistance. It is a family obligation to supply any information requested by the PHA and to sign consent forms requested by the PHA or HUD. It is also a family obligation that all information provided is true and correct. Falsifying or omitting any requested information or otherwise providing misleading information to the PHA may result in denial of admission to the HCV Program or termination of assistance.

### **C. COMPUTER MATCHING**

The PHA may use computer matching with various local, state, and federal agencies.

### **D. ITEMS TO BE VERIFIED**

The PHA will no longer require verification of fully excluded income such as Food Stamps (CalFresh) or Foster Care (HUD PIH Notice 2013-4) unless the family is a Zero-Income Household.

The following list includes (but is not limited to) items that must be verified:

1. All sources of income not fully excluded according to PIH 2013-4.
2. Full-time student status of any and all adult students.
3. Current assets including assets of \$5,000 or more disposed of for less than fair market value in the last two years.
4. Allowable child care expenses.

5. Total allowable medical expenses of all family members in households whose head or spouse/partner is elderly or disabled.
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an *adult* family member to be employed.
7. Disability for determination of preferences, allowances or deductions.
8. U.S. citizenship/eligible immigrant status.
9. Social security numbers for all family members, with the exception of those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
10. "Preference" status.
11. Familial Status or Spousal Relationship
12. Verification of Reduction in Benefits for Noncompliance (e.g. for Social Security/SSI benefits or welfare benefits).
13. The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying a family's request for rent reduction.
14. Legal Identity verification includes the following items:
  - a. A valid state or federally issued identification card or driver license displaying a photo of the individual, for persons at least 18 years or older.
  - b. Birth certificates for minors.
  - c. Documents including a photo issued by the INS.
15. Family Composition.

#### **E. VERIFICATION OF INCOME**

This section defines the methods the PHA will use to verify various types of income.

##### **Employment Income**

PHA verification forms may request the employer to specify the following:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- Year-to-date earnings
- Estimated income from overtime, tips, or bonus pay expected during the next 12 months

Acceptable methods of verification include, in this order:

- Check stubs or earning statements showing the employee's gross pay, frequency of pay and/or year-to-date earnings. If check stubs are provided by the tenant, a minimum of two (2) of the most current and consecutive check stubs are required.
- A formal employment letter from the employer detailing the criteria stated above.
- Employment verification form completed by the employer.
- W-2 forms and income tax return forms.
- Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.



Applicants and program participants may be required to sign an authorization for release of information for the PHA to contact the Internal Revenue Service (IRS) for further verification of income.

In cases where there are questions about the validity of information provided by the family, the PHA may require the most recent federal income tax statements/returns.

**Social Security, Pensions, Supplemental Security Income (SSI), Disability Income**

Acceptable methods of verification include, in this order:

- Upfront Income Verification (UIV) from a third party such as EIV
- Tenant supplied documentation generated from a third-party source
- Online printout from the income source website
- Benefit verification form completed by the agency providing the benefits
- Tenant Declaration signed under penalty of perjury

**Unemployment Compensation**

Acceptable methods of verification include, in this order:

- Upfront Income Verification (UIV)
- Two (2) of the most current and consecutive payment stubs or a letter generated from a third party source (e.g. the Employment Development Department [EDD])
- PHA verification form completed by the unemployment compensation agency. Computer report electronically obtained or in hard copy, from EDD stating payment dates and amounts
- Tenant Declaration signed under penalty of perjury

**Alimony or Child Support Payments**

Acceptable methods of verification include, in this order:

- Copy of last two (2) checks and/or payment stubs for the tenant provided by the court,
- Copy of the most current court order,
- A written accounting or other statement from a local child support agency,
- Copy of a separation or marital settlement agreement or a divorce decree (court order) stating amount and type of support and payment schedules,
- PHA verification form completed by payment provider,
- Oral verification by staff from the Department of Child Support Services (DCSS), and
- Tenant declaration, signed under penalty of perjury, of amount received and of the likelihood of support payments being received in the future, or statement that support payments are not being received.

If payments are irregular, the family may be asked to provide one or more of the following:

- A printout directly from the payment source showing the payments over the last twelve months,
- PHA verification form completed by parent provider,
- A welfare notice of action (NOA) showing amounts received by the welfare agency for child support, or
- A written statement from an attorney certifying that a collection or enforcement action has been filed against the parent responsible for making the payments.

### **Net Income from a Business**

In order to verify the net income from a business, the PHA will review IRS and financial documents from the most recent year and use this information to anticipate the income for the next twelve months with all schedules (including IRS 1099s and Schedule Cs for self-employed individuals).

Some examples of financial documents a PHA may use in reviewing business income include:

- Audited or un-audited financial statements of the business
- Credit report or loan application
- Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the last six months (or lesser period if not in business for six months) to project income for the next twelve months. The family will be advised to maintain these documents in the future if they are not available.
- Tenant declaration as to net income realized from the business during previous years

### **Child Care Business**

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a non-licensed day care operation, the PHA will require that the applicant/participant complete a form for each customer including the name of person(s) whose child/children is/are being cared for, contact information including phone number and e-mail address if available, number of hours the child/children is being cared for, method of payment (check/cash), amount paid by HCV applicant/participant, and signature of person providing care.

If the family has filed a tax return, the family will be required to provide it to the PHA.

If childcare services were terminated, third-party verification may be sent to the parent whose child was cared for.

### **Recurring Gifts**

The family must furnish a self-certification form containing the following information:

- The name and contact information of the person who provides the gifts;
- The value of the gifts;
- The frequency (dates) of the gifts; and
- The purpose of the gifts.

### **Zero-Income Status**

Families claiming to have no income will be required to complete a zero income packet and provide proof that prior income has ended. There will be a review of income every 90 days, and the family will be required to provide all receipts/statements as requested. Recertifications will be processed for any change in income.

At any time, the PHA may run a credit report.

**Full-time Student Status**

A full-time student is a person enrolled in at least 12 or more units at 1 (one) or more educational, technical, or vocational institutions. An adult member of the household enrolled full-time in high school will also be considered a full-time student upon receipt of verification of continued enrollment.

Only the first \$480 of the earned income of full-time dependent student will be counted toward family income.

**F. INCOME FROM ASSETS**

1. ~~Savings account Interest bearing and income generating financial accounts income and dividends account statements, passbooks, and/or certificates of deposit~~
  - a. Provide current asset statements
  - b. PHA verification form to be completed by relevant financial institution, or
  - c. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or broker's oral verification, or
  - d. IRS Form 1099 from the financial institution provided that the PHA must adjust the information to project earnings expected for the next twelve months.
  
2. Interest Income from Mortgages or Similar Arrangements:
  - a. Amortization schedule showing interest for the twelve months following the effective date of the certification or recertification.
  - b. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next twelve months. A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.
  - c. If the family has filed a tax return, they will be required to provide it.
  
3. Net Rental Income from Property Owned by Family:
  - a. IRS Form 1040 with all attached Schedules (Rental Income).
  - b. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
  - c. Copies of latest rent receipts, leases, or other documentation of rent amounts.

**G. VERIFICATION OF ASSETS**

**Family Assets**

The PHA will require the information necessary to determine the current cash value of the family's assets (the net amount the family would receive if the assets were converted to cash).

Acceptable verifications may include but are not limited to the following: :

- All Financial Account Statements:
  - Checking Account Statements
  - Savings Accounts Statements
  - Cryptocurrency Account Statements

- Retirement Account Statements
- Property Owned by Family
  - County Assessor Tax Bill
- Life Insurance Policies
  - Current cash surrender value statement

For all assets or assets disposed of for less than fair market value in the preceding two years, the family must provide the most current account statement, including all pages of account activities provided by the family or the account source. Examples include:

- a. Saving Passbooks, certificates of deposit, bonds, or financial statements completed by a financial institution or broker;
  - b. Written quotes from a stock broker or realty agent as to the net amount family would receive if they liquidated securities or real estate;
  - c. Real estate tax statements if the approximate current market value can be deduced from assessment;
  - d. Copies of closing documents showing the selling price;
  - e. Appraisals of personal property held as an investment.
- For closed accounts, the family must submit verification from the institution where the account was closed.
  - For assets or cash held at the family's home or in safe deposit boxes, the PHA will accept the family's self-certification.

The PHA may opt to conduct a streamlined verification process for families that have net assets totaling \$5,000 or less according to PIH 2016-05.

**Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification**

For all certifications and recertifications, the family must disclose whether any member has disposed of assets for less than fair market value (FMV) within the past two (2) years of the effective date of the certification or recertification. The PHA must count assets disposed of for less than FMV during the two (2) years preceding initial certification or recertification. The PHA will count the difference between the market value and the actual payment received in calculating total assets. The PHA's minimum threshold for counting assets disposed of for less than FMV is \$5000. If the total value of assets disposed of within a two-year period is less than \$5000, they will not be considered an asset.

If the family certifies that they have disposed of assets over \$5000 for less than fair market value, verification is required and must show:

- the date they were disposed of;
- the payment amount the family received; and
- the market value of the assets at the time of disposition.

Third-party verification will be obtained whenever the family cannot supply documentation generated from a third-party source.

## Chapter 7 Verification

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Assets disposed of as a result of foreclosure or bankruptcies are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of divorces or separations are not considered to be assets disposed of for less than fair market value.

## **H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME**

### **Child Care Expenses**

Families must provide certification as to whether any of child-care payments have been or will be paid or reimbursed by outside sources.

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount he/she is charging the family for services.

Verifications must specify the child-care provider's name, address, telephone number, social security or tax I.D. number, the names of the children cared for, the number of hours the provider cares for the child(ren), the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Acceptable forms of childcare expense verification include a Childcare Provider Verification form in addition to one or more of the following:

- Cancelled checks
- Money Order receipts
- Receipts, letters, or a printout from a licensed agency providing the childcare service.
- Receipts from an unlicensed childcare provider that have been third-party verified by a PHA employee

### **Medical Expenses**

Families whose head or co-head is elderly or disabled and eligible to claim medical expenses will be required to submit a certification as to whether any expense payments have been, or, will be reimbursed by an outside source. One or more of the methods listed below will verify all expense claims:

- Written verification by a doctor, hospital or clinic personnel, dentist, or pharmacist certifying:
  - (a) The anticipated medical costs to be incurred by the family and regular payments due on medical bills; and
  - (b) The extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next twelve months. A computer printout may be accepted.
- For attendant care, a knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes. The PHA may request the attendant's written confirmation of hours of care provided; amount and frequency of payments received from the family or agency; copies of canceled checks the family used to make those payments; or stubs from the agency providing the services.
- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next twelve months.
- Copies of payment agreement or most recent invoices verifying payments made on outstanding medical bills that will continue over all or part of the next twelve months.
- Receipts or other record of medical expenses incurred within the past twelve months that can clearly show ongoing need may be used to anticipate future medical expenses. PHA may use this approach for "general medical expenses" such as prescribed over-the-counter drugs and regular visits to

doctors or dentists, but not for one-time, non-recurring expenses from the previous year. Costs for over-the-counter medications will not be counted in determining medical expenses unless prescribed by a medical professional. “Recommendations” from a healthcare provider for over-the-counter medications or other products are not sufficient proof of medical expenses.

- The PHA will use mileage at the IRS rate, cab fare, bus fare (for trips for medical purposes, not, e.g. regular monthly/daily bus passes [since these can be used for trips unrelated to medical visits for treatment, check-ups, etc.]), or other public transportation cost for verification of the cost of transportation directly related to medical treatment.
- Cost for transportation to stores or medical facilities will not be counted in determining medical expenses unless receipts can be provided that show the participant obtained medication or treatment prescribed by the physician on the day the transportation cost is being claimed.
- Cost for medical magazines, books or medical buyer club type enrollment will not be counted in determining medical expenses unless prescribed (not “recommended” or “suggested”) by a doctor.

#### **Assistance to Persons with Disabilities**

For households that include family members with disabilities, the PHA will take into consideration medical expenses that allow a family member or the person who is disabled to work. The following verification will be accepted:

- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- The family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

#### **Attendant Care:**

- Certification of family and attendant and/or copies of canceled checks or duplicate copies of checks the family used to make payments.
- Attendant's written certification of payment amounts received from the family, frequency of receipt, and number of hours of care provided.

#### **Auxiliary Apparatus:**

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

### **I. VERIFYING NON-FINANCIAL FACTORS**

#### **Verification of Legal Identity**

In order to prevent program abuse, the PHA will require applicants/participants to furnish verification of legal identity for all family members.

## Chapter 7 Verification

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The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required:

- Valid government-issued photo identification (I.D.) card (employment or student IDs are not acceptable)
- Birth certificate
- Naturalization papers
- U.S. military discharge (DD 214)
- U.S. Passport
- Department of Human Assistance Benefits Identification Card

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Copy or original birth certificate issued by a bureau of vital statistics
- Naturalization paperwork issued from U.S. Department of State
- Adoption papers
- Custody agreement
- Passport
- Valid state Identification Card or Driver's License

### **Familial Relationships**

The following documents ~~will~~ may be accepted to verify familial relationships:

#### • ~~Verification of relationship~~

- Birth Certificates
- Baptismal Certificates
- Certificate of Marriage
- Divorce Decree
- Court Records

#### • ~~Verification of guardianship~~

- ~~1. Court ordered letters of guardianship~~
- ~~2. Notarized affidavit/statement from the child(ren)'s parent(s)~~
- ~~3. Verification from social services agency~~
- ~~4. School records~~

#### • ~~Verification of Marital Status~~

### **Verification of Permanent Absence of Family Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA may consider any of the following as verification:

- Filing of a petition for divorce, and proof of another home address.



- Filing of a petition for legal separation, and proof of another home address.
- Order of protection/restraining order obtained by one family member against another.
- Proof of another home address, such as utility bills, canceled rent checks, driver's license, or lease or rental agreement.
- Statements from agencies, such as social services agencies, or a written statement from the owner or manager that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the court or correctional facility should be obtained stating how long they will be incarcerated.
- The PHA will accept a self-certification from the head of household or the spouse/partner or co-head.

#### **Verification of Change in Family Composition**

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, owners, neighbors, credit data, school or DMV records, IRS tax returns and other sources. The family is required to report any changes in family composition (e.g. a family member moves out) to the PHA.

#### **Verification of Disability**

The family may verify the disability of a family member through that member's receipt of Supplemental Security Income (SSI) benefits based on disability, Social Security Disability Insurance (SSDI), or by appropriate diagnostician, including but not limited to a physician, psychiatrist, licensed clinical social worker, therapist, rehabilitation specialist, or psychologist, using the HUD language as the verification format. Receipt of a VA letter stating that the Veteran receives "Service Connected Disability" will also suffice as verification of a disability. This threshold is not used for purposes of evaluating a request for a reasonable accommodation (refer to Chapter 1).

#### **Verification of Citizenship/Eligible Immigrant Status**

Ineligible family members are those who have either been determined ineligible or elect not to contest their status. To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are not U.S. citizens or ineligible immigrants may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by the Department of Homeland Security. Each family member must declare his or her status once. For minor children, the parents or guardians will declare their eligibility status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA is awaiting verification of legal status.

The PHA will not require citizens to provide documentation of citizenship.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents, which will be copied front and back and returned to the family. The PHA verifies the status through the Department of Homeland Security SAVE system. If this

primary verification fails to verify status, the PHA must request within ten days that the Department of Homeland Security conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse/partner.

Non-citizen students on student visas are ineligible members even if they are in the country lawfully. They must provide their student visas but their status will not be verified and they will not sign a declaration. These non-citizen students are listed on the statement of ineligible members.

#### **Failure to Provide**

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

#### **Time of Verification**

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility at the time of initial application.

For family members added after other members have been verified, the verification must occur before the new family member moves into the assisted unit.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the receiving PHA must conduct the determination.

#### **Extensions of Time to Provide Documents**

The PHA will grant an extension of thirty days for families to submit evidence of eligible immigrant status.

#### **Acceptable Documents of Eligible Immigration**

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register:

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by United States Citizenship and Immigration Services (formerly INS) for issuance of replacement of any of the above documents that shows the individual's eligibility has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept for three years.

**Verification of Social Security Numbers** (24 CFR §§ 5.216, 5.218 and HUD PIH Notice 2010-3)

Social security numbers must be provided as a condition of eligibility for all family members unless they are exempt (which includes those individuals who do not contend to have eligible immigration status), existing program participants who have previously disclosed their SSN and HUD has determined the SSN to be valid, and existing program participants who are 62 years of age or older and had not previously disclosed a valid SSN). Family members must provide one of the following to verify their social security number:

1. An original or copy of SSN card issued by SSA;
2. An original SSA-issued document, which contains the name and SSN of the individual; or
3. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

If an applicant does not have a Social Security card, they will have 90 days to provide the Social Security card. No assistance will be provided until appropriate verification can be produced. If they fail to provide this documentation, the household's eligibility will be denied.

New family members will be required to provide documentation of their social security number also. This information is to be provided at the time the change in family composition is reported to the PHA.

When a participant requests to add a new household member who is under the age of six and does not have an assigned SSN, ~~the participant must disclose the assigned SSN and provide the PHA with the documentation described above within 90 calendar days of the child being added to the household;~~ the participant must disclose that a SSN has not yet been assigned and agree to provide the PHA with appropriate documentation within 90 calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the PHA is required to grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The PHA should generate an ALT ID. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the family's tenancy or assistance.

The PHA must terminate the assistance of Section 8 program participants (the entire household) and terminate the tenancy of participants (the entire household) if s/he (including each member of the household required to disclose his/her SSN) does not disclose his/her SSN and provide the required documentation.

Chapter 8      **VOUCHER ISSUANCE AND BRIEFINGS**  
(24 CFR §§ 982.301, 982.302)

**INTRODUCTION**

The PHA's goals and objectives are designed to ensure that families selected to participate in the HCV Program are equipped with the tools necessary to locate an appropriate housing unit. Families are provided sufficient information regarding the program and how to achieve maximum benefit while complying with program rules and requirements. When eligibility has been determined, the PHA will conduct a mandatory briefing to ensure that families are provided clear information on how the program operates. The briefing will provide a broad overview of owner (landlord) and family (tenant) responsibilities, PHA procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program, including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

**A. FUNDING AVAILABILITY**

When funding is available, the PHA will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that the PHA stays as close as possible to 100% lease-up. The PHA performs a monthly calculation to determine whether applications can be processed, the number of vouchers that can be issued, and the extent to which the PHA can over-issue vouchers (issue more vouchers than the budget allows to achieve lease-up).

The PHA may over-issue vouchers only to the extent necessary to meet leasing goals. All vouchers that are over-issued may be honored. If the PHA finds it is over-leased, it must adjust future issuance of vouchers in order not to exceed the HUD Annual Contributions Contract (ACC) budget limitations over the fiscal year.

**B. BRIEFING TYPES AND REQUIRED ATTENDANCE** (24 CFR §982.301)

**Initial Applicant Briefing**

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups. Families who attend group briefings and still need individual assistance (e.g. because they do not understand the information or have additional questions) will be referred to designated staff for further assistance. Virtual briefings and electronic voucher issuance may be offered as allowed by HUD.

The purpose of the briefing is to explain how the HCV Program works and to explain the documents in the voucher holder's packet to families so that they are fully informed about the program. This will enable families to utilize the program to their advantage, and it will prepare them to discuss the benefits of the program with potential owners (landlords) and property managers.

The PHA will not issue a voucher to a family unless the head of household has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two scheduled briefings without prior notification and approval of the PHA may be denied admission based on failure to supply information needed for certification. The PHA will conduct individual briefings for families with disabilities at their home if such a briefing is requested by the family as a reasonable accommodation based on their disability or disabilities.

**Briefing Packet** (24 CFR §982.301(b))

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements. The family is provided with the following information and materials:

- The term of the voucher and the PHA policy for requesting extensions or suspensions of the voucher (referred to as tolling).
- A description of the method used to calculate the housing assistance payment for a family, including:
  - How the PHA determines the payment standard for a family;
  - How the PHA determines total tenant payment for a family and information on the payment standard and utility allowance schedule;
  - How the PHA determines the maximum allowable rent for an assisted unit; and
  - Where the family may lease a unit. For a family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information must include an explanation of how portability works.
- The HUD required tenancy addendum, which must be included in the lease.
- The form the family must use is called Request for Tenancy Approval (RFTA), and a description of the procedure for requesting approval for a tenancy.
- The PHA will provide a prospective owner with up to three years of tenant rental history, when available.
- The PHA Subsidy Standards including when and how exceptions are made and how the voucher size relates to the unit size selected.
- The HUD brochure on how to select a unit and the HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.
- The HUD pamphlet on lead-based paint entitled *Protect Your Family from Lead in Your Home*. Information on Federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. The PHA will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines and the phone numbers of the local fair housing agency and the HUD enforcement office.
- Information on how to obtain a list of owners or other parties willing to lease to assisted families or help in the search of known units available for the voucher issued. The list includes owners or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.
- If the family includes a person with disabilities, the PHA will provide a list of available accessible units known to the PHA.
- The family obligations under the program.
- The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act.
- Notification of Occupancy Rights under Violence Against Women Reauthorization Act (VAWA) of 2013 (HUD-5380), which includes the "Certification of Domestic Violence, Dating Violence, or Stalking" form, (HUD-5382), and the right to confidentiality and limits thereof.
- PHA informal hearing procedures including when the PHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.
- Information packet with an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number for use by families who choose to move under portability.

- A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.
- Information regarding the schools in the various school districts and their rankings, how to research crime in neighborhoods, employment, child care opportunities.
- A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration.
- The family's rights as a tenant, and a program participant.
- Requirements for reporting changes between annual recertifications.
- A Reasonable Accommodation brochure.
- The Voucher Expiration Notice which notifies the family that they are no longer participants when the voucher expires.

If the family includes a person with disabilities, the PHA will ensure compliance with 24 CFR §8.6 to ensure effective communication.

#### **Move Briefing**

- A move briefing may be held for participants who will be reissued a voucher to move. This briefing includes incoming and outgoing portable participants. The PHA will perform a recertification before approving a move if the recertification is scheduled within 150 days of the request to move. Similar information as provided in the intake briefing is provided to the tenants including (but not limited to) a map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families. In addition, information regarding the schools in the various school districts and their rankings, how to research crime in neighborhoods, employment, and child care opportunities is provided.

If the family is moving involuntarily, every effort will be made to expedite the recertification also for the same reason, but the family will not be delayed in moving.

#### **Owner Briefing**

Briefings are held for owners monthly. The purpose of the briefing is to ensure successful owner participation in the program. The briefing covers the responsibilities and roles of the owner, the family, and the PHA.

### **C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW-INCOME OR MINORITY CONCENTRATION**

At the briefing, families are encouraged to search for housing in non-impacted areas and the PHA will provide assistance to families who wish to do so.

The PHA has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas.

The PHA has maps that show areas outside of poverty and minority concentration and has assembled information regarding the characteristics of these areas to use in briefings to inform voucher holders of the full range of areas to search for housing.

The PHA will analyze when voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration.

The assistance provided to such families includes:

- Direct contact with owners;
- Providing information about services in various non-impacted areas;
- Formal or informal discussions with owner groups;
- Formal or informal discussions with social service agencies;
- Meeting with rental referral companies or agencies;
- Meeting with fair housing groups or agencies.

**D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION**

The PHA will give participants a copy of HUD Form 903 to file a complaint if the participant feels he or she has been discriminated against based on their membership in a legally protected class (e.g. disability, race, sex, source of income, etc.).

**E. SECURITY DEPOSIT REQUIREMENTS (24 CFR §982.313)**

The owner is not required to, but may, collect a security deposit from the tenant. Security deposits charged by owners must be in accordance with California law as set forth in the California Civil Code.

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of HCV Program participation.

**F. VOUCHER ISSUANCE (24 CFR §§ 982.302, 982.402 and 982.54(d)(2))**

During the briefing session, each household will be issued a voucher authorizing the family to search for a suitable unit. The voucher is evidence that the PHA has determined the family is eligible for the program and plans to subsidize the family if the family selects a unit that can be approved under program requirements. The voucher specifies the unit size for which the family is qualified and briefly describes how the program works and explains the family obligations under the program. Admission to the program occurs when the lease and contract become effective.

After the issuance of the voucher, the subsidy standard will not be increased for additions to the family except as described in Chapter 5, under the "Exceptions to Subsidy Standards" section of this Administrative Plan.

The PHA, at its discretion, may suspend, restrict, or stop voucher issuance for families in the application intake process.

**Term of Voucher (24 CFR §982.303)**

Vouchers may be issued for a term of 120 days. In the case of Port-Ins, the voucher may be less than 60 days as the voucher expiration date is based on the expiration date of the voucher from the initial PHA. The family must submit a Request for Tenancy Approval and Lease Approval within this period. Please see the VASH Addendum to this Administrative Plan for information about VASH vouchers.

Port in vouchers will be given the regulatory 30-day extension, in addition to any time left on the initial PHA's voucher. The 30 days will start at the end of the initial PHA's voucher date or the date of the briefing, whichever is longer. Additional extensions to be granted by initial PHA.

In the case of port-outs the family will be scheduled for a briefing as soon as:

- They give written notice of their intent to move to the PHA;
- The recertification has been completed;
- All outstanding debts have been paid to the PHA; and
- Any pending violations of family obligations are resolved.

The effective day of the voucher will be the date the family attends the briefing. The voucher lists the issue date and the expiration date.

#### **Voucher Extensions**

The PHA may approve a 60-day extension to the voucher term. All requests for an extension must be received orally or in writing, prior to the expiration of the voucher. Any request received after the voucher has expired may be denied. Any additional extension requires a Supervisor's approval. The PHA will notify the family in writing of voucher extension approvals and denials. The PHA may request a copy of the family search record in order to grant any additional extension.

To make the program accessible to a family member who is a person with disabilities additional extension options may be considered.

The PHA, at its discretion, may cease granting voucher extensions for an indefinite period except if necessary as a reasonable accommodation for individuals with disabilities.

#### **Tolling/Suspension of Search Time**

The voucher term will be suspended (the clock on the family's voucher is stopped) from the date a RFTA is received until the PHA approves or denies the request.

Additional time will be given to the family to choose an appropriate size unit following a reasonable accommodation decision for individuals with disabilities that affect their ability to search for and/or secure an appropriate rental unit.

#### **Expiration of the Voucher**

If the family does not turn in a RFTA during the term of the voucher, including any approved suspensions or extension, the voucher will expire and the family will no longer be eligible to participate in the Housing Choice Voucher program.

If the voucher expires during the term of the HAP contract and the eligible family remains in the assisted unit, they will continue to receive assistance.

The Voucher Expiration Notice is included in the briefing packet and is required to be signed by the family. There are no hearing rights associated with:

- The expiration of the voucher,



- The PHAs denial of a request to extend the term of the voucher, or
- The PHAs denial of a request to suspend the term of the voucher.

A family is eligible to find a unit and receive a subsidy until the voucher expires. Once the voucher expires, including any time associated with extensions and/or tolling, they are no longer eligible for rental assistance.

**Assistance to Voucher Holders**

The PHA will assist families with contract rent negotiations (based on comparable rent) with owners once a Request for Tenancy Approval (RFTA) is submitted for specific unit on RFTA and provide other limited assistance related to their search for housing.

**G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS**  
(24 CFR §982.315)

**Division of family due to divorce or legal separation**

When a family assisted under the HCV program or an applicant family becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family absent a court's decision or order, the supervisor may consider the following factors to determine which of the families will continue to be assisted:

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

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the PHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

**Division of family when a legal guardian is the Head-of-Household**

When a legal guardian has been added to the household to care for dependents and the guardian can no longer remain in the household, the PHA will determine who will be the new head of household based on the following factors:

- Whether any of the original dependent children have turned 18 years of age and are willing to become the new head-of-household; or
- Whether there is a new legal guardian who can be approved and added to household temporarily to care for the children.

Chapter 9 **REQUEST FOR TENANCY APPROVAL AND  
CONTRACT EXECUTION**  
(24 CFR §982.302)

**INTRODUCTION**

The PHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families with timely assistance based on the number of vouchers that have been budgeted. The PHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the PHA, or outside of the PHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner who is willing to enter into a Housing Assistance Payment (HAP) contract with the PHA. This chapter defines the types of eligible housing, the PHA's policies that pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests for Tenancy Approval (RFTA).

**A. REQUEST FOR TENANCY APPROVAL** (24 CFR §§ 982.302, 982.305(b), and 982.508)

The Request for Tenancy Approval (RFTA), including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the RFTA in the form and manner required by the PHA.

The RFTA must be signed by both the owner and voucher holder.

The PHA will not permit the family to submit more than one RFTA at a time. When a replacement RFTA is requested, the family must submit the request in writing indicating the reason for the request.

The PHA will review the Request for Tenancy Approval documents in determining whether the request can be approved. The request will be approved if:

- The unit is an eligible type of housing;
- The rent to owner is reasonable;
- The RFTA documentation is complete;
- The security deposit is approvable in accordance with State and Local laws;
- The proposed lease complies with HUD and PHA requirements (See "Lease Review", Section C of this Chapter);
- The owner is approved, and there are no conflicts of interest (See "Owner Disapproval", Chapter 16 of this Administrative Plan); and
- At the time the PHA approves a tenancy for initial occupancy of a dwelling unit by a family with tenant-based assistance under the program, and where the gross rent of unit exceeds the applicable payment standard for the family, the family share must not exceed 40% of the family's adjusted monthly income.

**Disapproval of RFTA by PHA**

If the PHA determines that the request cannot be approved for any reason, the owner and the family will be notified in writing. When a RFTA is not approved and the voucher has not expired, the PHA will furnish

another RFTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

**Disapproval of RFTA by Owner or Participant**

If a RFTA is approvable but the participant or the prospective owner elects to void/disapprove the RFTA, then the voiding party is responsible for providing notification to all involved parties. The PHA will also send a void confirmation letter to the tenant/landlord.

Additional time will be given to the family to choose an appropriate sized unit following a reasonable accommodation decision for individuals with disabilities.

If there is no time remaining on the voucher the tenant is no longer eligible to participate in the program.

**B. ELIGIBLE TYPES OF HOUSING** (24 CFR §982.353)

The PHA may approve any of the following types of housing:

- All structure types can be utilized
- Manufactured homes
- Group homes
- Congregate facilities (only the shelter rent is assisted)
- Single room occupancy (SRO)
- Units owned (but not subsidized) by the PHA (following HUD-prescribed requirements).

A participant can own a rental unit and receive assistance with the space rental and other eligible expenses. A family may lease in and have an interest in a cooperative housing development. This must be reported as an asset.

The PHA may not permit a voucher holder to lease a unit receiving HUD project-based Housing Choice Voucher assistance or any duplicative rental subsidies.

**Owner Interest in Unit**

The owner may not reside in any portion of the assisted property, unless

- the family owns the mobile home and rents the pad, or
- in shared housing, or
- the client is a participant in the Homeownership Program.

A live-in aide must not have any ownership interest in the unit. If such a person becomes the owner of the unit while s/he is the live-in aide, s/he must cease to be the live-in aide for the voucher holder.

**C. LEASE AND TENANCY** (24 CFR §982.308)

The tenant must have legal capacity to enter into a lease under state and local law since a lease is a legally binding contract. If the owner uses a standard lease form for the rental of unassisted tenants in the County of Sacramento, the same lease must be used for HCV program units (with the addition of the HUD Tenancy addendum).

The HUD tenancy addendum, will be part of the PHA-approved lease form provided by the Owner, if any, and collectively will be the Lease between Owner and Tenant. In the event of a conflict between the terms and conditions set out in the documents comprising the Lease, the Housing Assistance Payment Contract and the Tenancy Addendum Section 8 Tenant-Based Assistance Housing Choice Voucher Program shall supersede any conflicting provisions.

The owner must submit a copy of the lease or rental agreement to the PHA.

The lease must specify:

- The name(s) of the owner(s) and all household members;
- The address of the rental unit;
- The term of the lease;
- The amount of the monthly rent to the owner;
- The utilities and appliances to be supplied by the owner; and
- The utilities and appliances to be supplied by the family.

The Tenancy Addendum Section 8 Tenant-Based Assistance Housing Choice Voucher Program must be included in the lease word-for-word before the lease is executed. The PHA may review the lease to determine if the lease complies with State and local law, and may decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law.

Effective September 15, 2000, the owner's lease must include the Lead-Based Warning Statement and disclosure information as required by 24 CFR §35.92(b).

#### **Actions before Lease Term**

The following must always be completed prior to the beginning the initial term of the lease for a unit:

- The PHA has inspected the unit and has determined that the unit satisfies Housing Quality Standards (HQS);
- The owner and the tenant have executed the lease, including the HUD-prescribed tenancy addendum;
- The tenant must be in possession of the unit and the tenant may not have more than one active HAP contract except as covered in Chapter 13, under the "Procedure for Moves" section of this Administrative Plan.
- The PHA must have approved leasing of the unit in accordance with program requirements;
- When the gross rent exceeds the applicable payment standard for the family, the PHA must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

#### **D. SEPARATE AGREEMENTS**

##### **Illegal Side Agreements (Side Payments or Side Rents)**

Families and owners are advised that it is a violation of the terms of the HAP contract to enter into illegal side payment agreements. Illegal side payments may be described as, including but are not limited to, any payments charged by the owner and/or accepted from the tenant for rent and/or utilities in excess of the rent approved on the HAP contract or the most current Subsidy Adjustment Notice (SAN). For example, if the contract rent is \$800, the tenant (voucher holder) and owner (landlord) may not enter into a separate agreement, either oral or written, that the tenant will pay an additional \$100 rent per month to the landlord.

This rule is in place to protect both the PHA from providing excessive subsidies and the tenant from paying additional rent to the landlord.

The family is responsible for all matters concerning the lease that are not covered by the HAP contract.

**Separate Agreements Approved by PHA**

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the PHA.

Any appliances, services or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher, garage, or covered parking space) or are permanently installed in the unit cannot be put into a separate agreement. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item. Separate agreements must not be a substitute for higher rent.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the PHA.

If agreements are entered into at a later date, they must be approved by the PHA and attached to the lease.

**E. RENT LIMITATIONS** (24 CFR §982.507)

The PHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from the PHA, the owner certifies that the rent is not more than rent charged by the owner for comparable unassisted units in the building or premises. The owner is required to provide the PHA with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined and approved by the PHA and any applicable state or local laws, including, without limitation, California Penal Code Section 396, which prohibits rent increases greater than 10% in some circumstances during an applicable state of emergency.

**F. DISAPPROVAL OF PROPOSED RENT** (24 CFR §§ 982.506, 982.507, 982.508)

**Rent Reasonableness**

If the proposed gross rent is not reasonable, the PHA will offer the owner the opportunity to accept the maximum approvable rent for the family.

### **Affordability**

Prior to approval of a new lease/contract, if the rent is not affordable because the family share would be more than forty percent of the family's monthly adjusted income, the PHA will negotiate with the owner to reduce the rent to an affordable rent for the family.

If the rent is approved after negotiations with the owner, the PHA will continue processing for tenancy approval and lease.

If the owner does not agree on the rent to owner, the PHA will disapprove the RFTA. (See "Disapproval of RFTA", Section A, of this chapter.)

### **G. INFORMATION TO OWNERS** (24 CFR §982.307 and 982.54(d)(7))

In accordance with HUD requirements, the PHA will furnish prospective owners with the family's current address as shown in the PHA's records and, if known to the PHA, the name and address of the owner at the family's current and prior address.

The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The PHA will inform owners that it is the responsibility of the owner to determine the suitability of prospective tenants. Owners are encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, ability to respect the rights of other residents, damage to previous rental units, any drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others the tenant has engaged in, and compliance with other essential conditions of tenancy.

A statement of the PHA's policy on release of information to prospective owners will be included in the briefing packet, which is provided to the family. The PHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

### **H. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE**

When the family reports changes in factors that will affect the total family share of the rent prior to the effective date of the HAP contract the information will be verified and the total family share will be recalculated (please see Chapter 12, Part B, Interim Changes).

A HAP contract will not be generated when the family reports a change in household income or family composition that results in a reduction of the family's voucher size or TTP prior to the generation of the HAP contract. The family's eligibility for the unit will be re-determined based on the new voucher size. If the reduction results in the family paying more than 40% of their monthly adjusted income toward rent and utilities, the RFTA will be voided. This limitation will apply even if the family has moved into the unit prior to PHA approval or a "Passed" unit inspection has been completed.

The family will be responsible for any HAP overpayment due to untimely reporting of changes in household composition or income and may result in termination of HCV assistance.

### **I. CONTRACT EXECUTION PROCESS** (24 CFR §982.305(c))

The PHA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The owner must provide:

- a current residential address (not a Post Office [P.O.] box).
- a current home or cell telephone number and business number, if applicable.
- an employer identification number or social security number.
- proof of ownership of the property, such as grant deed, certified settlement statement, or letter from title company with date recorded, new owner name and property address.
- a copy of the management agreement, if an agent (e.g. a property manager) is acting on behalf of an owner.

The PHA will not approve a HAP contract to any relative of the tenant who is the property owner (see Owner Disapproval, Chapter 16, of this Administrative Plan) unless the lease was effective prior to June 17, 1998. The PHA may waive this restriction as a reasonable accommodation for a family member who is a person with a disability. This means that covered individuals may **not** rent from immediate family members, including spouse, parents (including step-parents), child (including a step-child) grandparents, grand-child, siblings (including step-brother or step-sister),

**J. CHANGE IN UTILITY/ APPLIANCE RESPONSIBILITY** (24 CFR §982.308)

If the tenant and owner agree to any changes in the lease, such changes must be in writing. In order to change the utility or appliance responsibility a 60-day written notice must be submitted to the PHA, and must be approved prior to taking effect. Once approved, a new HAP contract must be issued. No utility/appliance responsibility changes may occur during the first year of the HAP contract.

Tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner.

If the change in utilities results in the tenant paying for utilities that were previously the responsibility of the owner, the PHA will:

1. Complete a rent comparable study before the approval of any utility change(s).
2. Establish a contract rent based on the results of a current rent comparability study.
3. Execute a new Housing Assistance Payment (HAP) Contract based on the new utility and/or contract rent.

The owner and tenant will be required to sign the new HAP contract before the PHA will make any payments.

**Electronic Submission**

All RFTAs submitted whether electronically or on paper are subject to same approval process.

**K. LANDLORD AND APPLICANT INCENTIVE PROGRAM**

Based on funding availability, the PHA may offer Landlord Incentives and assistance for Applicant leasing costs and move-in costs. These Incentive Programs may only be available to certain voucher types based

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on funding. Any security deposit assistance paid to a Landlord on behalf of an Applicant will be returned to the Applicant upon move-out in order to assist the Applicant to lease future housing units.



Chapter 10     **HOUSING QUALITY STANDARDS AND INSPECTIONS**  
(24 CFR §982.401)

**INTRODUCTION**

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based rental assistance programs. The Housing Authority requires additional housing standards, which are identified later in this chapter. Housing inspections conducted by the PHA will check for any items in violation of either set of standards. HQS inspections are required both at initial occupancy and during the term of the lease. HQS applies to the building and common areas, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The PHA will inspect each unit under contract at least biennially. The PHA may comply with the biennial inspection requirement through reliance upon an inspection conducted for another housing assistance program. Compliance with the biennial inspection requirement may be met by reliance upon an inspection of housing assisted under the HOME Investment Partnerships (HOME) Program (under Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 USC §12701) or housing financed via the Treasury Department's Low-Income Housing Tax Credit program (LIHTC), taking into account the standards used by those programs.

The PHA will also perform quality control inspections on the number of units required for file sampling by the Section Eight Management Assessment Program (SEMAP) annually to maintain the PHA's required standards and to assure consistency in the PHA's program. This chapter describes the PHA's procedures for performing HQS and other types of inspections, and PHA standards for the timeliness of repairs. It also explains the responsibilities of both the owner and family, as well as the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and PHA requirements.

**A. GUIDELINES/TYPES OF INSPECTIONS** (24 CFR §§ 982.401(a), 982.405)

The PHA will make an effort to encourage owners to provide housing above HQS minimum standards. However, the PHA will not promote any additional acceptability criteria that are likely to adversely affect the health or safety of participant families, or severely restrict housing options.

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the inspector will notify the owner or tenant to have the utilities turned on.

If the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS requirements. The family and owner must then certify at move-in that the appliances are in the unit and are in working order. The PHA will not conduct a re-inspection on this basis alone.

There are five types of inspections:

1. Initial/Move-in: conducted prior to the initial term of the lease.
2. Biennial: conducted within twenty four months after the last inspection as required by SEMAP.
3. Alternative Inspections: utilized to comply with biennial inspection requirement through reliance upon an inspection conducted for another housing assistance program when applicable (such as HOME, LIHTC, or HUD inspections).
4. Special: conducted as needed to determine if the unit meets HQS.

5. Quality Control: conducted to ensure that inspections performed by the PHA are accurate and complete.

**B. INITIAL HQS INSPECTION** (24 CFR §§ 982.401(a) and 982.305(b)(2))

**Timely Initial HQS Inspection**

When the family submits a complete Request for Tenancy Approval (RFTA), the PHA will seek to contact the landlord to schedule an inspection appointment within 15 days. The 15 day period is suspended during any period the unit is not available for inspection or the RFTA is not complete or approvable.

The PHA will make every reasonable effort to conduct the initial HQS inspections for the family and owner in a manner that is time-efficient and indicative of good customer service. The PHA may review the average time required for a family and owner to have a unit inspected from the time the RFTA is submitted by the family and owner to the PHA.

The Initial Inspection will be conducted to:

- Determine whether the unit and property meet the HQS defined in this Administrative Plan.
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the owner will be given up to 10 days to complete repairs and to contact the PHA to schedule a re-inspection appointment.

The owner will be allowed a second inspection for repair work to be completed. A third inspection may be authorized only with Supervisor approval and with documentation, such as receipts and photographs showing that the repair work has been completed.

If the time period given by the PHA to correct the repairs has lapsed or the maximum number of failed re-inspections has occurred, the RFTA will be voided. A new voucher will be issued to the family with any eligible tolling time and the family must submit the new RFTA before their voucher expiration date.

If the effective date of the lease and contract is within 90 days after the unit passed HQS inspection, another inspection is not necessary as long as the owner certifies in writing that:

- The unit has not been occupied since the date the unit passed the HQS inspection; and
- The unit remains in the same rent-ready condition as when it passed HQS inspection.

If the date the unit passed HQS inspection is more than 90 days from the effective date of the lease and contract, the unit must be re-inspected before the lease and contract may begin.

**Emergency Inspection**

When a family resides in a unit that becomes uninhabitable, the PHA may conduct a priority inspection of the new unit.

The PHA will execute a Housing Assistance Payment (HAP) contract if all other required factors including rent comparability, family, and unit eligibility have been met.

## Chapter 10 Housing Quality Standards and Inspections

The PHA will cease payment on the uninhabitable unit on the day it became uninhabitable and may begin payment at the new unit from the inspection pass date if the family is determined to be eligible.

If the biennial inspection due date is within 90 days of a scheduled special inspection, the special inspection will be categorized as biennial and all biennial procedures will be followed.

### **C. BIENNIAL HQS INSPECTIONS** (24 CFR §982.405(a))

The PHA inspects each assisted unit biennially at least 24 months after the last inspection as required by SEMAP.

If an additional room has been granted as a reasonable accommodation for an individual with disabilities, at the biennial inspection the PHA will verify that the additional bedroom is being used as intended. If the additional bedroom is verified as not being used as intended, the voucher size may be reduced. "Reasonable Hours to Conduct an Inspection" are defined as the hours between 8:00 a.m. and 5:00 p.m. Inspections will be conducted only on business days unless authorized by the Assistant Director.

### **Inspection**

The family and owner are notified of the date and time of the inspection appointment by mail or phone. If the family is unable to be present, due to a medical appointment or court appearance, the Housing Authority will reschedule the inspection upon receiving written verification of the medical appointment or court appearance. Other requests to reschedule re-inspections will only be granted if there are extenuating circumstances. Re-scheduled appointments must be rescheduled so that the inspection is completed within seven days of the date originally scheduled for the inspection.

If the family misses two inspection appointments, the PHA will consider the family to have violated a family obligation and their assistance may be terminated.

The family must allow the PHA to inspect the unit at reasonable times and with reasonable notice as one of the family's obligations under the HCV Program. (24 CFR §982.551(d)).

The owner must correct HQS deficiencies that cause a unit to fail unless the tenant is responsible for the repairs.

For tenant-caused damages or other conditions that violate HQS, the tenant must correct the repairs within the specified timeline (See Time Standards for Repairs below). If the tenant fails to complete repairs timely, the PHA will consider the family to have violated a family obligation and their assistance may be terminated.

### **Re-inspection(s)**

The family and owner are provided a notice of the inspection appointment by phone or mail. If the family misses two inspection appointments, the PHA will consider the family to have violated a family obligation and their assistance may be terminated. Program Eligibility may also be jeopardized for missed inspections for which the tenant is responsible.

It is a family obligation to allow the PHA to inspect the unit to ensure that it meets HQS.

**Time Standards for Repairs**

Emergency items must be corrected within 24 hours of notification.

Repairs for non-emergency items must be made within 30 days of the inspection-fail date. An extension beyond the 30-day period may be approved by a Supervisor or Program Manager upon written request from the owner, with verifiable documentation. If the tenant is responsible and corrections are not made during the timeframe provided to the family, the PHA will terminate the HAP contract when assistance is terminated. A PHA supervisor may grant a time extension to a repair deadline in lieu of abatement in the following cases: if there is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services, or if the repairs must be delayed due to climate conditions.

If the extension is related to not being able to obtain parts or contracting for services, the family must provide proof to document this hardship (including but not limited to bills/receipts from the contracted company stating that the parts are back ordered, etc.). Extensions will not be provided to the tenant due to financial hardships.

**Self-Certification of Repairs by Owner and Tenant**

The PHA may allow owners and tenants to self-certify that repair work has been completed, in lieu of the PHA completing a re-inspection. In this case, the owner and tenant will both sign a form certifying that the repair items have been completed. The PHA may request proof of repairs to be attached to the form. Proof of repair consists of photos, receipts, work invoices/contracts, etc.

**Alternative Inspections**

The Housing Authority may comply with the biennial inspection requirement through reliance upon inspections conducted for another housing assistance program. Compliance with the biennial inspection requirement may be met by reliance upon an inspection of housing assisted under the Home Investment Partnerships (HOME) Program (under Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 USC §12701) or housing financed via the Treasury Department's Low- Income Housing Tax Credit program (LIHTC), taking into account the standards used by those programs.

Special inspections may be scheduled between anniversary dates. The PHA will notify the family and the owner of the special inspection date and time in writing or by phone.

If, at any time, the family or owner notifies the PHA that the unit does not meet Housing Quality Standards, the PHA may conduct an inspection. Before conducting a special inspection for a tenant or owner complaint, the PHA may request verification that the owner or tenant has been notified of the deficiency and has not completed repair within a reasonable time. Reasonable time for non-emergency items is 30 days.

The PHA will consider HQS-complaints and any other information brought to the attention of the PHA, including information from third parties such as neighbors or public officials.

The PHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the biennial inspection due date is within ninety days of a scheduled special inspection, the special inspection will be categorized as biennial and all biennial procedures will be followed.

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A move-out inspection will be performed for Shelter Plus Care and Moderate Rehabilitation units only at the owner's request.

### **D. QUALITY CONTROL INSPECTIONS** (24 CFR §982.405(b))

Quality control inspections will be conducted by PHA staff, and will be based upon the SEMAP-defined minimum file sample size.

The purpose of quality control inspections is to ensure that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of the HQS.

The sampling of files will include recently completed inspections (within the last 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

### **E. SINGLE CYLINDER DEAD BOLT LOCKS**

The PHA requires that the owner install an operable single-cylinder deadbolt lock on each main swinging entry door of a dwelling unit. The dead bolt lock must be installed in conformance with manufacturer's specifications. These doors include exterior doors which allow access to the unit. The following swinging doors must have a single cylinder dead bolt lock:

1. The front door
2. The back door
3. Any door that allows direct access to the unit

Security doors and screen doors are not main entrance doors. Single-cylinder locks installed on security doors do not satisfy the requirements.

### **F. CARBON MONOXIDE (CO) MONITOR / ALARM**

The State of California requires that CO detectors be installed in all residential units with fuel-burning appliances such as oil or gas furnaces and gas stoves or with attached garages. Carbon monoxide detectors may be battery operated or hard-wired in existing construction. CO detectors are required

- Just outside each sleeping room, and
- At least one on every level of the unit.

### **G. EARTHQUAKE STRAPS**

The State of California requires water heaters be braced, anchored or strapped when installed to prevent it from falling during an earthquake.

### **H. EMERGENCY REPAIR ITEMS** (24 CFR §982.404(a))

The following items are considered emergency repairs and must be corrected by the owner or tenant (whoever is responsible) within 24 hours' notice from the PHA:

1. Lack of security for the unit
2. Severe structural damage (e.g. collapsed ceilings, walls, or floors)

## Chapter 10 Housing Quality Standards and Inspections

3. Major plumbing leaks (e.g. those causing flooding or significant hazards)
4. Natural gas leak or fumes
5. Electrical problem that could result in shock or fire (e.g. exposed stripped wires)
6. Lack of running water
7. Shattered glass where someone could be injured
8. Lack of a functioning toilet in the unit
9. Lack of one working smoke detector per floor of the unit
10. Lack of functioning carbon monoxide detectors as specified above
11. Lack of an alternate means of ingress and egress (entry and exit) that meets state and local requirement.

In those cases, where there is leaking gas or potential for fire or other threat to public safety and the responsible party cannot be reached or it is impossible for the responsible party to make the repairs, the proper authorities will be notified by the PHA.

If the emergency repair item(s) are not corrected in the time period required by the PHA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the PHA and it is an HQS breach that is a family obligation, the PHA will terminate the assistance to the family.

### **Smoke Detectors** (24 CFR §982.401(n))

Inoperable smoke detectors are a serious health threat and are treated by the PHA as an emergency (24-hour) fail item.

If the smoke detector is not operating properly the PHA will contact the owner by phone and request the owner to repair the smoke detector within twenty-four hours. The PHA will re-inspect the unit the following business day.

If the PHA determines that the family has disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within twenty-four hours and the PHA will re-inspect the unit the following business day. The PHA will also issue a warning to the tenant for HQS non-compliance.

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired person as specified in National Fire Alarm and Signaling Code (NFPA) 72 (or successor standards).

### **I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)** (24 CFR §§ 982.404 and 982.453)

When it has been determined that a unit on the program fails to meet Housing Quality Standards (HQS), the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA. The PHA must take prompt action to enforce owner obligations. PHA remedies for such breach of the Housing Quality Standards may include abatement of the HAP or termination of the HAP contract.

**Abatement**

Should circumstances arise that warrant abatement, a notice of abatement of the housing assistance payment will be sent to the owner, and the abatement will be effective the first of the month following the specified correction period. The housing assistance payment will be abated for no more than a period of thirty (30) days, at which time the contract will be terminated if the required repairs are not made and verified by the PHA.

If re-inspection is necessary, the PHA will inspect abated units within seven calendar days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.

**Extensions to Repair Deadlines, Delaying Abatements**

A PHA supervisor may grant a time extension to a repair deadline in lieu of abatement in the following cases:

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services; or
- The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 30 days. At the end of that time, if the work is not completed, the PHA will begin the abatement.

**Termination of Contract**

If the owner is responsible for repairs and fails to correct all the deficiencies cited prior to the end of the abatement period, the HAP Contract will be terminated. A notice of termination will be mailed to owner and tenant (if tenant is still in the unit).

**J. DETERMINATION OF RESPONSIBILITY** (24 CFR §982.404)

Certain HQS deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service
- Failure to provide or maintain tenant-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear ("Normal wear and tear" is defined as items that could not be charged against the tenant's security deposit under State law or court practice).

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation, even if caused by the family's living habits. If such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The PHA may terminate the family's assistance on this basis.

The inspector will make a determination of owner or family responsibility during the inspection. If the family is responsible, but the owner carries out the repairs, the owner may bill the family for the cost of the repairs and this will be noted in the family's file.

**K. CONSEQUENCES IF FAMILY IS RESPONSIBLE** (24 CFR §982.404(b))

If non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require the family to make any repair(s) or corrections within 30 days (or any PHA approved extension). The family will be required to make repairs or corrections to tenant-responsible emergency violations within 24 hours. If the repair(s) or correction(s) are not made in this time period, the PHA may propose termination of the family's assistance. The owner's rent will not be abated for items which are the family's responsibility.

A PHA supervisor may grant a time extension to a repair deadline in the following cases:

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services; or
- The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 30 days.

If the tenant is responsible and corrections are not made, the HAP contract will terminate when assistance is terminated.

**L. LEAD SAFE HOUSING RULE (LSHR)** (24 CFR Part 35, PIH 2017-13):

When a child under six (6) is identified with an EBLL (Elevated Blood Lead Level), the PHA working in concerted effort with the owner must take certain steps:

- Verify EBLL with medical provider or health department
- Notify health department within 3 days
- Notify HUD within 3 days
- Lead Risk Assessor must perform environmental investigation within 15 days
- Notify family of investigation results within 15 days
- If lead based paint hazards are found, engage a certified renovation firm to "control" the hazard in other units in a multi-family property; and notify residents of the complex
- If lead based paint hazards are found in other units, engage a certified renovation firm and notify residents of the results
- Relocate residents as necessary
- Complete lead hazard control of all affected units within 30 days
- Ensure all units pass clearance as determined by a certified risk assessor
- Notify all residents that lead hazard control was completed in a multi-family complex.
- Notify HUD s of completion within 10 business days.



Chapter 10 Housing Quality Standards and Inspections

<b>Activity</b>	<b>Responsible Party - THE PHA</b>	<b>Responsible Party - Landlord</b>
Initial Notification of confirmed case to HUD	*	*
Verification, when necessary	*	
Initial notification of confirmed case to public health department, when necessary	*	**
Environmental Investigation	*	
Lead Hazard Control		*
Lead Hazard Control Enforcement	*	
Clearance after work is completed	*	**
Notification to other residents		*
Ongoing LBP Maintenance		*
Monitoring of owner's compliance with LSHR and HQS	*	

Legend: \*\* denotes landlord responsibility. However, landlord must work in concerted effort with PHA to ensure the activity is completed.

The PHA is the designated party responsible for ensuring compliance with all the regulations.

Chapter 11 **OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS**  
(24 CFR §§ 982.503, 982.504, 982.505, and 982.507)

**INTRODUCTION**

The PHA will determine rent reasonableness in accordance with 24 CFR §982.507(a). It is the PHA's responsibility to ensure that rents charged by owners are reasonable based upon unassisted comparable units in the rental market using the criteria specified in 24 CFR §982.507(b).

This chapter explains the PHA's policies for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

**A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM**  
(24 CFR §§ 982.507 and 982.508)

All HAP contracts will begin the later of:

- the date the unit passes HQS inspection
- the date the family moves in
- the date the voucher is issued
- the day after the lease-end date of the previous unit

Exceptions may be granted by Supervisor approval. The family will be responsible for any rent prior to the effective date of the HAP contract. The owner will be responsible for collecting any rent owed prior to start date. The rent to owner is limited by rent reasonableness. The PHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

Another limitation on rent to owners is the maximum rent standard at initial occupancy (24 CFR §982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40% of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the total contract rent amount.

**B. MAKING PAYMENTS TO OWNERS** (24 CFR §982.451)

Once the HAP contract is executed, the PHA begins processing payments to the owner. The PHA issues payments to landlords via direct deposit. As a requirement, all landlords must agree to Electronic Funds Transfer (EFT) as the sole method of payment. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made to the HAP Register for the following month. Payments are disbursed by the PHA's Finance Division to the owner each month. Payments may not be picked up by owner at the PHA. Exceptions may be made with the approval of a Supervisor in cases of hardship. Payments that are not received will not be replaced until a request has been received from the payee and a stop payment has been placed on the payment. A request for stop payment will be processed no sooner than ten (10) days after the payment issuance date.

**Overpayments**

The total amount of rent paid by the family plus the PHA housing assistance payment to the owner may not be more than the contract rent. The owner must immediately return any excess HAP to the PHA.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the PHA," Chapter 17 of this Administrative Plan.

**Late Payments to Owners**

It is a local business practice in Sacramento for property managers and owners to charge families a reasonable late fee for rents not received by the owner or property manager by the due date. Therefore, in keeping with generally accepted practices in the local housing market, the PHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract.

The PHA may pay a maximum \$35.00 late fee to the owner for housing assistance payments that are not processed by the PHA by the tenth day of the month if requested by the owner and due to no fault of the owner, excluding the first two calendar months of the HAP contract term.

Late fees will not be paid when any portion of the housing assistance payment has been issued timely.

Proof of "Processed" date will be the date of the check on the HAP register.

The PHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the PHA's control, such as a delay in the receipt of program funds from HUD. The PHA will not use any program funds for the payment of late fee penalties to the owner.

**Payments When Property Ownership/Management Changes:**

All changes in property ownership, property management or payee must be reported to the PHA in writing.

The PHA will make monthly HAP according to the owner/payee of record that has been reported and documented in writing to the PHA. When the PHA receives notification of an ownership, property management or payee change, the PHA will place the vendor payments on "Hold" to prevent the HAP from going to an unauthorized party. The payments will remain on "Hold" until the PHA receives documentation of the change and the change has been completed by the PHA.

The new owner must complete a PHA "Owner/Agent/Payee" form provided by the PHA with proof of ownership which may include but is not limited to:

- A Trustees Deed of Sale
- A property Bill of Sale showing the property sale date and purchaser's name
- Property Auction receipt showing the property sale date and purchaser's name
- Other documentation that is commonly known to verify property ownership; and,

The owner must provide:

- A completed W-9
- A copy of the Management Agreement, where one is applicable and must sign a new HAP contract and provide a lease agreement.

**C. RENT REASONABLENESS DETERMINATIONS (24 CFR §982.507)**

The PHA will determine and document on a case-by-case basis that the approved rent is reasonable relative to rent for other comparable unassisted units on the market. This applies to all programs.

The PHA will not approve a lease until the PHA determines that the initial rent to owner is a reasonable rent. The PHA must reassess rent reasonability before any increase in the rent to owner. The PHA must also reassess rent reasonability if there is a 10% decrease in the published Fair Market Rent (FMR).

The PHA must reassess rent reasonableness if directed by HUD and based on a need identified by the PHA's auditing system. The PHA may elect to reassess rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the most recently determined reasonable rent assessed by the PHA.

The owner will be advised that accepting each monthly housing assistance payment s/he is certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units on the premises.

If requested, the owner must give the PHA information on rents charged by the owner for other units on the premises or elsewhere. The PHA may request information on the owner's units elsewhere if:

- the PHA has cause to believe the owner charges higher rents to program participants, or
- the PHA needs to determine rent reasonableness on comparable units.

The data for other unassisted units may be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources. The market areas for rent reasonableness include area zip codes/subdivisions/census tracts/neighborhoods within the PHA's jurisdiction.

The following items may be used for rent reasonableness determination:

- Size (number of bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type
- Maintenance
- Utilities

**Rent Reasonableness Methodology**

The PHA uses an "appraisal" method and tests the subject unit against selected units with similar characteristics. Adjustments are made for differences between the subject unit and comparable units on the market.

The PHA maintains an automated database that includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than eighteen (18) months old.

**D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM** (24 CFR §982.503)

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulations, and at the PHA's discretion, the Payment Standard amount is set by the PHA between 90% and 110% of the HUD-published FMR by bedroom size. This is considered the basic range. The PHA reviews the appropriateness of the Payment Standard periodically and annually when the FMR is published. In determining whether a change is needed, the PHA will ensure that the Payment Standard is always within the range of 90% to 110% of the new FMR, unless an exception payment standard has been approved by HUD. Annual changes must be completed no later than 90 days following HUD's publication of the new amounts.

When determining the amount to be established for the payment standard, the PHA will consider:

- 1) The success rate of families with vouchers leasing units;
- 2) The trending of contract rent amounts in the market;
- 3) The rent burden of participating families;
- 4) The budget available; and
- 5) The lease up rate.

The PHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities. However, the payment standard cannot be approved for an amount over 120% of the Fair Market Rent.

**Small Area FMR**

Beginning in 2018, HUD published Small Area FMRs (SAFMRs) determined by zip code as well as the metropolitan wide FMRs. All the rules that apply to the FMRs also apply to SAFMRs and any references to FMRs are intended to include SAFMRs also.

The SAFMRs were implemented effective April 1, 2018.

~~Where the payment standard is decreasing due to the new SAFMRs, the PHA will hold the families harmless as long as they continue to live in the same assisted unit. That means that families who remain in place will not experience a decrease in payment standard for two years and will be changed at the third recertification, contingent upon funding and regulations.~~

~~Where the payment standard is increasing due to the new SAFMRs, the PHA will implement the change at the next annual recertification.~~

Only the HCV tenant-based voucher program utilizes SAFMRs. Programs that will continue to use the metropolitan FMRs include but are not limited to:

- Continuum of Care programs (Shelter Plus Care);
- Moderate Rehabilitation; and
- Project-based vouchers

**Insufficient Funding**

If the PHA determines that it has insufficient funding with which to continue to assist families served by the program, it may consider decreasing the Payment Standard, in accordance with regulations. The PHA will consider the impact of lowering the Payment Standard on families. The PHA will consider and implement other cost-saving measures wherever feasible, including those listed in PIH 2011-28, before considering whether to lower the Payment Standard.

**Financial Feasibility**

Before increasing the Payment Standard, the PHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

The PHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current payment standards.

**File Documentation**

The PHA will retain a file for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

**E. EXCEPTION TO PAYMENT STANDARDS**

HUD may approve a payment standard amount that is higher than the basic range for a designated area. This is called an "exception area." If the dwelling unit is located in an exception area, the PHA must use the appropriate payment standard amount established by the PHA for the exception area in accordance with regulation at 24 CFR §982.503(c).

The PHA may approve a payment standard of more than 110% of the FMR if required as a reasonable accommodation for a family that includes a person with disabilities. For information on this, please refer to Chapter 5 Subsidy Standards, Section B of this Administrative Plan, under "Approval of Increased Payment Standards."

**F. OWNER PAYMENT** (24 CFR §982.308(g))

The owner is required to notify the family and PHA, in writing, at least sixty days before any change in the amount of proposed contract rent. Any requested change in rent to owner will be subject to rent reasonableness requirements and available PHA funding.

**Contract Rent Increases**

Requests for rent increases will not be approved if the:

- unit is in an initial lease term.
- the family and PHA have not received proper notice.
- unit is in a failed HQS condition.
- requested rent amount is not rent reasonable per HUD guidelines.
- RFTA supplemental form is missing.
- rent increase violates applicable state and local laws such as California Penal Code Section 396, which limits rent increases during a declared state of emergency

## Chapter 11 Owner Rents, Rent Reasonableness, and Payment Standards

If approved, any increase will be effective on the first of the month following the 60-day notice. Upon approval of a rental increase, the new contract rent amount will remain effective for a period of 12 months. Owners may request rent increases no more than once every 12 months.

If the PHA determines in the course of processing a rent increase that the current contract rent amount is not reasonable given market conditions, the PHA will process a rent decrease to the “reasonable” amount. This applies to Project-Based vouchers as well as tenant-based vouchers.

Chapter 12 **RECERTIFICATIONS**  
(24 CFR §982.516)

**INTRODUCTION**

In accordance with HUD requirements, the PHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition. Between regular annual recertifications, HUD requires that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them. This chapter defines the PHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

NOTE: The terms “*annual recertification*” and “*annual reexamination*” are synonymous.

**A. ANNUAL RECERTIFICATIONS** (24 CFR §982.516)

The PHA will recertify each family's continued eligibility at least annually.

The PHA may opt to conduct a streamlined reexamination of income for the Elderly families and Disabled families when 100% of the families' income consists of fixed income every three years. In a streamlined reexamination, the PHA will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount (HUD PIH Notice 2016-05).

**Recertification Notice to the Family**

The PHA will maintain a recertification tracking system and the household will be notified by mail and electronically at least 90 days in advance of the anniversary date; however, documents will be due prior to the anniversary date. The PHA may require that a family attend a recertification appointment. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. A list of all pertinent agencies that may be able to assist the family will be provided with the recertification notice.

**Completion of Annual Recertification**

The PHA will have all recertifications for families completed within 12 months of the last annual recertification. This includes notifying the family of any increases in tenant rent at least 30 days before the effective date of change.

**Failure to Respond to Notification to Recertify**

The written notification must state the due date the completed recertification must be submitted. The family may call to request an extended due date in case of emergency (as defined in the Glossary).

If the family does not respond by the due date of the first written request, the family will be mailed a Final Notice with an annual recertification packet scheduling a Mandatory Tenant Conference (MTC) appointment to complete the recertification process. If the family fails to submit a completed recertification packet at the MTC appointment or fails to attend the MTC appointment, the family will be mailed a Notice of Proposed Termination of Eligibility and an Informal Hearing Request form.



If the annual recertification is completed and the Notice of Proposed Termination of Eligibility is rescinded, a Warning Notice will be issued.

If the family violates the same family obligation after a warning has been issued, the Agency will follow its termination process (see Chapter 15).

Exceptions to these policies may be reviewed and approved by a supervisor.

**Streamlined Annual Recertification for Fixed Income** (24 CFR §§960.257, 982.516, NOTICE PIH 2016-05 (HA))

The PHA has the discretion to adopt a streamlined income determination for any family member with a fixed source of income. The term “fixed-income” includes income from:

- Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
- Federal, state, local, and private pension plans; and
- Other periodic payments with ongoing fixed amounts received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

#### **Verification of Information**

All information affecting the family's continued eligibility for the program and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures according to HUD guidelines. Verifications used for recertification must be dated within 60 days from the PHA request date.

When the information has been verified, it will be analyzed to determine:

- The continued eligibility of the participant as a family or as the remaining member of a family;
- The unit size required by the family; and
- The amount of rent the family should pay.

#### **Tenant Rent Portion Increases at Annual Recertification**

If the tenant rent portion increases, a notice of the change will be mailed to the family at least 30 days prior to the effective date of change.

If less than 30 days are remaining before the scheduled effective date of the annual recertification, the tenant rent portion increase will be effective on the first of the month following a full 30-day notice. If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

#### **Tenant Rent Portion Decreases at Annual Recertification**

If the tenant rent portion decreases, the decrease will be effective on the anniversary date.

If the family causes a delay so that the processing of the recertification is not complete by the anniversary date, the tenant rent change will be effective on the first day of the month following completion of the recertification processing by the PHA.

If the participant reports a decrease in income prior to the effective date of the annual recertification, this information may be taken into consideration while processing the recertification.

**B. REPORTING INTERIM CHANGES** (24 CFR §982.516)

**Changes in Family Composition**

Program participants **must** report all changes in household composition to the PHA in writing within thirty (30) days of the change. This includes additions due to birth, adoption or court-awarded custody of a child or children, or the addition of a spouse/partner with minor children. The family must obtain PHA approval before any additions are made to the household. Landlord authorization is also required with the exception of additions of newborn children.

If any new family member is added, the family income must include any income of the new family member. The PHA will conduct a certification to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required prior to moving into the unit. Additions of adult family members (18 years or older) will be subject to criminal background checks prior to moving into the unit.

**Increases in Income**

Program participants must report all changes in household income in writing within thirty (30) days of the change. The PHA will conduct interim recertifications for any income increases for families who:

- Are Family Self Sufficiency program participants or;
- Are Home Ownership program participants or;
- Have zero income or;
- Have an Earned Income Disregard (EID) at the end of the 24-month period or;
- Have a repayment agreement for a debt owed to the PHA or;
- Failed to report a change timely.
- Request by the participant in writing to have the increase processed

The PHA will not process an interim rent adjustment if all reported changes result in an overall income increase, unless requested in writing by the participant. If an increase in income is due to an addition to the household, the PHA will process a rent adjustment to include the income of the household addition.

If multiple changes of increase and decrease of income are reported by the family within a 60-day period, an annual recertification may be processed.

**Full-time Student Status:**

Any change in Full Time Student status must be reported within 30 days of the change.

**Decreases in Income**

Program participants must report all decreases of income in writing within 30 days. The PHA must process the change if a decrease in income of at least \$50 per month is reported.

The PHA will process a rent adjustment if all reported changes within a 60-day period result in an overall income decrease as long as the decrease in income will last thirty (30) days or more from the date it was reported and was verified, or when the PHA confirms that the decrease in income is \$50 or more per month.

If multiple changes of increase and decrease of income are reported by the family within a 60-day period, an annual recertification may be processed.

**PHA Errors**

If the PHA makes an error that causes a decrease in the family's portion of the rent, the PHA will process the correction retroactively to the effective date of when the action was made.

If the PHA makes an error that causes an increase in the family's portion of the rent, the PHA will correct the error by processing an interim in a time frame to allow the family 30 days' notice of the tenant rent increase. The family will not be charged retroactively.

**C. OTHER INTERIM REPORTING ISSUES** (24 CFR §5.516)

The PHA will conduct an interim certification to count imputed welfare income (defined below) for families whose welfare assistance is reduced specifically because of:

- Welfare fraud; or
- Failure to participate in an economic self-sufficiency program; or
- Noncompliance with a work activities requirement.

The PHA will also conduct an interim certification to reflect changes in actual welfare income if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment; or
- The family has complied with welfare program requirements, but the duration of time limit, such as a cap on the length of time a family can receive benefits, that causes the family to lose their welfare benefits.

**Definition of "Imputed Welfare Income"**

Imputed Welfare income is the amount of annual income projected but not actually received by a family as a result of a specified welfare benefit reduction.

The amount of Imputed Welfare income is determined by the PHA, based on written information supplied to the PHA by the welfare agency, including:

- The amount of the benefit reduction
- The term of the benefit reduction
- The reason for the reduction
- Subsequent changes in the term or amount of the benefit reduction

The family's annual income will include the Imputed Welfare income, as determined at the family's annual or interim recertification, during the term of the welfare benefits reduction (as specified by the welfare agency). The amount of Imputed Welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the Imputed Welfare income, the Imputed Welfare income will be reduced to zero.

If the family was not an assisted participant when the welfare sanction began, Imputed Welfare income will not be included in the annual income.

If the family claims the amount of Imputed Welfare income has been calculated incorrectly, designated staff will review the calculation for accuracy.

**Family Dispute of Amount of Imputed Welfare Income**

If the family disputes the amount of Imputed Income and the PHA denies the family's request to modify the amount, the PHA will provide the tenant with a notice of denial, which will include:

- An explanation for the PHA's determination of the amount of Imputed Welfare income;
- A statement that the tenant may request an informal hearing; and
- A statement that information received from the welfare agency cannot be disputed at the informal hearing and the issue to be examined at the informal hearing will be the PHA's determination of the amount of Imputed Welfare income (not the welfare agency's determination to sanction the welfare benefits).

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements before denying the family's request for rent reduction.

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

**D. NOTIFICATION OF RESULTS OF RECERTIFICATION**

The HUD Form 50058 will be completed and transmitted as required by HUD.

The Subsidy Adjustment Notice and Calculation Summary will be sent to the tenant. The Subsidy Adjustment Notice will be sent to the owner/agent. If the family disagrees with the rent adjustment, they may request a review of the rent calculations. If the family still disagrees, they may request an informal hearing (see Chapter 18, Section D for hearing request procedures).

**E. TIMELY REPORTING OF CHANGES IN FAMILY COMPOSITION**

Changes in family composition require an interim recertification and may result in a change to the tenant rent. The voucher size may be changed at the next annual recertification or if client is in the move process.

**Standard for Timely Reporting of Changes**

The PHA requires that the family report in writing any change of family composition to the PHA within thirty (30) days of when the change occurs.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

**Procedures When the Change is Reported in a Timely Manner**

The PHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

- Increases in the Tenant Rent are effective on the first of the month following at least 30 days' notice.
- Decreases in the Tenant Rent are effective the first of the month, following the month in which the PHA is provided adequate written documentation. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

**Procedures When the Change is Not Reported by the Family in a Timely Manner**

If the family does not report the change as described under Timely Reporting, or fails to provide requested verification within the given timeframe, the family will be considered to have caused a delay in the interim certification processing and the following guidelines will apply:

- Unreported increases in household income will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and will be required to pay the debt in full. (see Chapter 17 Repayment of Debts to the PHA)
- Decreases in Tenant Rent will be effective on the first of the month following completion of processing by the PHA and not retroactively.
- If the voucher size is affected, an annual recertification may be processed early to adjust the voucher size and the family will be given a thirty-day notice of such a change.
- The PHA may issue a warning to the family for violation of Family Obligations.

If the family violates the same family obligation after a warning has been issued, the Agency will follow its termination process (see Chapter 15).

**Procedures When the Change is Delayed by the PHA**

In this case, an increase will be effective after the required 30 days' notice prior to the first of the month after completion of processing by the PHA.

If the tenant has overpaid their portion of the tenant rent, the landlord/owner must refund any overpayment to the tenant or apply credit to their future rent payment(s), if applicable.

**F. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES**

If the family composition increases or decreases during the HAP contract term, the voucher size will be changed at the family's first regular reexamination following the change. Exceptions to this policy include:

- An increase in voucher size made as a result of a Reasonable Accommodation for an individual with disabilities will be effective the month following the month of approval.
- When the family is moving a change in the household composition that causes an increase or decrease in the voucher size will be made at the time of the move.

**G. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES**

Under the Non-citizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members. The Non-citizens Rule was implemented on or after November 29, 1996, and mixed families may receive prorated assistance only.

**H. MISREPRESENTATION OF FAMILY CIRCUMSTANCES**

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition (See Chapter 20 Program Integrity).

**I. WARNINGS**

If a family has been issued a warning in the past for a violation and the same violation reoccurs, the PHA will follow the termination process as described in Chapter 15 of this plan.

Chapter 13     **MOVES WITH CONTINUED ASSISTANCE/PORTABILITY**  
(24 CFR §§ 982.353, 982.355(a), and 982.551)

**INTRODUCTION**

HUD regulations permit families to move with continued assistance to another unit within the PHA's jurisdiction, or to a unit outside of the PHA's jurisdiction under portability procedures. The regulations also allow the PHA the discretion to develop policies that define any limitations or restrictions on moves. This chapter defines the procedures for moves, both within and outside of, the PHA's jurisdiction, and the policies for restriction and limitations on moves.

**A. ALLOWABLE MOVES**

Families will only be permitted to move once every 12 months with continued assistance (with proper notice of lease termination and PHA approval).

If a participant abandons his/her unit without prior written notice to the PHA and the landlord, they will not be issued a voucher to lease up in another unit. However, they will be given the right to request an informal hearing.

Should the family not meet the deadlines to submit for an informal hearing request they will be terminated from the HCV Program.

Mitigating circumstances will be reviewed on a case-by-case basis.

If a participating family appeals a decision by the PHA that it has violated a program obligation and is awaiting a hearing on the matter, the PHA will issue the family a voucher to move if:

1. The assisted lease for the old unit has terminated because the PHA has terminated the HAP contract for an owner breach, or the lease was terminated by mutual agreement of the owner and the family with PHA approval.
2. The owner has given the family notice to move with cause or has obtained a court judgment or other process allowing the owner to evict the family. The PHA will follow termination procedures as described in Chapter 15 of this plan.
3. The owner has given the family a notice to terminate its tenancy without cause.
4. The Violence Against Women Act (VAWA) provides that a family may receive a voucher from a PHA and move under the tenant-based assistance program when the family has demonstrated that a member of the family has been a victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed he or she was actually or imminently threatened by harm or further violence if he or she remained in the assisted dwelling unit.

**B. INTERPROGRAM TRANSFERS**

HCV Program participants may, with approval of the PHA's Executive Director, be accepted into PHA owned, managed, or affiliated properties if:

- Transfers meet all eligibility/suitability criteria; and
- Vacancies permit.

If HCV incurs a federal funding reduction (e.g. sequestration), the PHA will assist the family in making an inter-program transfer to alternative housing in order to prevent the family from becoming homeless whenever possible.

In an inter-program transfer, the family forfeits their HCV voucher and can reapply to the HCV waiting list when it is open.

**C. RESTRICTIONS ON MOVES** (24 CFR §982.552(a))

The PHA will deny permission to move with continued assistance:

- During the initial term of the lease, unless the family has been approved for a mutual agreement to terminate the lease.
- If the family owes any PHA or SHRA money and is not in “Good Standing” (See Glossary)
- If the unit is in “fail” status for tenant-responsible items.
- If the family’s annual recertification is due within 120 days or an interim change is pending and the family is moving voluntarily, the move will be delayed until the certification is completed. Upon receipt of a request to move, the PHA will begin the recertification process. The recertification will be expedited promptly after submission of all paperwork. This will ensure that families lease up a new unit that is affordable to them based on current information. If the family is moving involuntarily, efforts will be made to expedite the recertification also for the same reason, but the family will not be delayed in moving.
- If the family has been previously approved for a mutual agreement to terminate the lease within the last 12 months and the reason for the request to move is not due to health and safety, reasonable accommodation, or VAWA.
- If there is insufficient funding for continued assistance (please see Insufficient Funding Chapter 24).
- If the family has missed two (2) consecutively scheduled voucher issuance sessions without good cause, the move request will be canceled. If the family submits a new request to move within 30 days of the last canceled meeting, this request will be reviewed after all pending move requests are processed.

The supervisor may consider exceptions to these restrictions if there is an emergency justification for the move over which the participant has no control, or as a reasonable accommodation for individuals with disabilities, or pursuant to VAWA (42 USC §§ 13925-14045d) or applicable state law. “Emergency” is defined in the glossary of this Administrative Plan.

**D. POLICY FOR MOVES** (24 CFR §§ 982.351-982.355)

**Issuance of Voucher**

Families approved to move to a new unit within the PHA’s jurisdiction will be issued a new voucher after all necessary documents have been submitted by the family.

If the family reports a change in income or family composition prior to the submission of a Request for Tenancy Approval (RFTA), the move process will be stopped and the reported change in income or family composition will be reviewed to determine whether the family remains eligible for the voucher size it has been issued, or if the change will result in the family paying more than 40% of their monthly adjusted income toward rent.



If the family is exercising portability and reports a change, the receiving PHA will first request the initial PHA to complete an interim change. If the initial PHA does not cooperate timely and causes a delay in processing the portability, the receiving PHA will complete an interim change.

Subject to the restrictions on moves, the PHA will issue the authorization (voucher)\_to move, and may require the family to attend a briefing (see chapter 8 of this Administrative Plan, Section B).

If the family does not locate a new unit, and remains in the current unit with the owner's approval, the HAP will terminate on the date identified in the Notice to Vacate unless a notice to rescind or extend the vacate date is delivered to the PHA.

#### **Notice Requirements**

The family must give the owner at least 30-day written notice of intent to vacate as specified by applicable law and must simultaneously give a copy to the PHA. The notice must be submitted to the PHA no later than the date the family submits a Request for Tenancy Approval (RFTA).

If the landlord provides notice to move with or without cause, the tenant does not have to provide notice back to the landlord before vacating the unit unless the family intends to move prior to the vacate date served by the landlord. All notices provided to the tenant by the landlord must be provided to the Housing Authority by the tenant within 15 days of being served the notice (per the HCV Family Obligations).

#### **Time of Contract Change**

A move within the same building or project, or between buildings owned by the same owner, will require the participant to request to move, ~~to~~ be issued a new voucher and enter into a new HAP contract prior to moving. There will be no overlapping assistance.

Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap with Supervisor approval.

#### **E. PORTABILITY** (24 CFR §§ 982.353(b) and 982.355)

All portability processes will follow the HUD PIH Notice 2016-09 (HA) regarding the streamlining of the portability process

Portability applies to families moving out of or into the PHA's jurisdiction within the United States and its territories.

#### **Outgoing Portability** (24 CFR §§ 982.353 and 982.355)

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the PHA's jurisdiction. The PHA will allow the family to exercise its right to portability anywhere in the United States and its territories as long as there is a PHA with a tenant-based program.

When a family requests to move outside of the PHA's jurisdiction, the family's written request must specify the area to which the family wants to move. This PHA will identify the receiving PHA and approve or deny the request. If there is more than one PHA in the area in which the family has selected a unit, the PHA will work with the family to identify the correct receiving PHA.

#### **Restrictions on Portability** (24 CFR §982.353)

The PHA will not permit families to exercise portability:

- If the family is in violation of a family obligation.
- If the family has moved out of its assisted unit in violation of the lease.
- If the family is a non-resident applicant in the PHA's jurisdiction at the time of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher. Nonresident applicants have no right to move under portability for 12 months from the time the family is admitted to the HCV program.
- Other reasons as listed in Part C of this Chapter.

**Incoming Portability** (24 CFR §982.355)

Upon meeting existing regulations and PHA policy, a participant family may exercise its right to port into Sacramento County and lease a unit within this PHA's jurisdiction.

**Absorption or Administration**

The receiving PHA will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher. If administering, the family will be issued a "portable" voucher by the PHA. The voucher issued by the receiving PHA to the family may not expire before 30 calendar days has passed from the expiration date of the initial PHA's voucher. The family must submit a RFTA for an eligible unit to the receiving PHA during the term of the receiving PHA voucher. The receiving PHA may grant extensions in accordance with this Administrative Plan. However, if the family decides not to lease-up in the receiving PHA's jurisdiction, they must contact the initial PHA to request an extension.

The PHA will not process the family if the initial PHA's voucher has expired.

When the receiving PHA does not absorb the incoming voucher, it will administer the initial PHA's voucher and the receiving PHA's policies will prevail.

The receiving PHA will determine the family unit size for the portable participant family, and will issue a "portable voucher" in accordance with the subsidy standards of the receiving PHA.

**Incoming Portability and Criminal Background Checks**

Families who port into the jurisdiction of the PHA will be held to the same standard as current HCV participants for background checks. Families porting into Sacramento County will have a criminal background check run, and their request to port into the PHA's jurisdiction may be denied if they do not meet the standards described in Chapter 15 where screening for criminal activity is discussed.

In order to be consistent with the PHA's policy to check the criminal background of anyone requested to be added to the household, the PHA will conduct a criminal background check on all family members who are at least 18 years or older who choose to "port" their voucher into Sacramento County. If the results of the criminal background check includes drug or violent criminal activity that has occurred within the last three years, the PHA may:

- Deny the family's request to port into this jurisdiction and provide them with a copy of the criminal report;

- Notify the initial PHA of the results in the criminal background report and provide the initial PHA with a copy of the criminal background report; and
- Allow the family to rescind their request to exercise portability into the receiving PHA's jurisdiction and return the portability paperwork with the 52665 to the initial PHA indicating the family has elected not to exercise portability into the receiving PHA's jurisdiction.

The PHA's decision to conduct a current criminal background check will not cause a delay in the processing of the family's portability or a loss of the family's right to exercise portability.

If a family fails a criminal background check (please see the standards described in Chapter 15 where screening for criminal activity is discussed), they will be denied from porting into the PHA's jurisdiction until they are able to meet the criminal background screening requirement.

**Income and Total Tenant Payment of Incoming Portables** (24 CFR §982.355(d))

This PHA will request the initial PHA to conduct an annual or an interim certification for families that exercise portability into this PHA's jurisdiction when a change in income occurs prior to the execution of a Housing Assistance Payment contract. An updated 50058 will be requested from the initial PHA. If the initial PHA does not make the change, this PHA will complete the change prior to lease up.

This PHA will not approve additions of household members while the family is in the process of porting-in. Addition of household members will be subject to the add-on policy described in Chapter 5 after initial lease-up.

**Reasonable Accommodation Requests and Incoming Portability**

A reasonable accommodation approved by an initial PHA does not automatically transfer to this PHA with the family. Upon the request for a reasonable accommodation by the family, this PHA may verify the need for the reasonable accommodation for an individual with disabilities through the Reasonable Accommodation Compliance Committee (RACC).

A briefing is required for incoming portable families.

Incoming portable families are subject to the receiving PHA's subsidy standards.

This PHA may extend the voucher of a family and notify the initial PHA. The extension will be granted within the billing date of the initial PHA. If the initial PHA informs this PHA it is not willing to extend the voucher in consideration of future billing, this PHA will deny the extension.

If the family leases up successfully, the PHA will notify the initial PHA within 10 days, and the billing process will commence.

If the receiving PHA denies assistance to the family, the receiving PHA will notify the initial PHA within 15 days and the family may request an Informal Review or Informal Hearing.

When the family submits a Request for Tenancy Approval, it will be processed using the receiving PHA's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, the receiving PHA will notify the initial PHA.

The receiving PHA will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside of the receiving PHA's jurisdiction under continued portability.

**Regular Program Functions**

The receiving PHA will perform all program functions applicable to the tenant-based assistance program.

**Terminations**

If the receiving PHA is administering the voucher, agency staff will notify the initial PHA in writing via the HUD-52665 form of any termination of assistance within 21 days of the termination or the hearing decision being rendered. If an informal hearing is required and requested by the family, the hearing will be conducted by the receiving PHA. A copy of the hearing decision will be furnished to the initial PHA.

The initial PHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring repayment. If the initial PHA notifies the receiving PHA that the family is in arrears or the family has refused to sign a payment agreement, the receiving PHA will terminate assistance to the family.

**Required Documents**

As a receiving PHA, the PHA will require the documents listed on the HUD Portability Billing Form 52665 from the initial PHA.

**Billing Procedures**

The receiving PHA will bill the initial PHA monthly for housing assistance payments (HAP) if the family has not been absorbed. The billing cycle for other amounts, including administrative fees and special claims, will be monthly unless requested otherwise by the initial PHA. If the tenant moves in mid-month and the HAP is prorated, all HAP amounts are rounded to the nearest whole dollar.

The initial PHA must reimburse the receiving PHA the administrative fee per current HUD regulations and proration. The receiving PHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify the receiving PHA of changes in the administrative fee amount to be billed.

When the administrative fee changes; the new amount will be implemented at the next billing action after the effective date.

Chapter 14 **CONTRACT TERMINATIONS**  
(24 CFR §§ 982.309-982.311)

**INTRODUCTION**

The Housing Assistance Payments (HAP) contract is the contract between the owner and the PHA that defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the PHA and the owner, and the policies and procedures for such terminations.

**A. CONTRACT TERMINATION** (24 CFR §982.311)

The term of the HAP contract is the same as the term of the lease. The contract between the owner and the PHA may be terminated by the PHA or by the owner.

No future subsidy payments on behalf of the family will be made by the PHA to the owner after the effective date of the contract termination. The owner must reimburse the PHA for any subsidies paid by the PHA for any period after the contract termination date.

If the family continues to occupy the unit after the HAP contract is terminated, the family is responsible for the total amount of rent due to the owner under the lease agreement. The owner will have no right to claim compensation from the PHA for vacancy loss under the provisions of certificate HAP contracts effective before October 1, 1996, with the exception of Moderate Rehabilitation (Mod Rehab) and Project-Based units which may claim compensation for vacancy loss.

If the family meets the criteria for a move from their current unit after the contract termination with continued assistance, the family may lease up in another unit. For further clarification in regards to effective date of the HAP contract, please refer to Chapter 11, Section A.

**B. TERMINATION BY THE FAMILY**

Family termination of the lease must be in accordance with the terms of the lease. Families are required to notify the PHA and the owner in writing with at least 30 days' notice before they move out of a unit. The tenant must provide the PHA with a copy of the notice served to the owner.

**C. TERMINATION OF TENANCY BY THE OWNER** (24 CFR §§ 982.310 and 982.455)

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of an unlawful detainer (eviction) action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant. The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action. The owner must provide the tenant with an appropriate notice to vacate as determined by state and local law.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations and State or local law. The owner must provide the PHA with a copy of the termination notice. During the term of the lease the owner may terminate tenancy for:

1. Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease.

2. Violations of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises.
3. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents or by persons residing in the immediate vicinity of the premises.
4. Any drug-related criminal activity on or near the premises.
5. Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.
6. Other good cause (when in accordance with Federal, State, and local law).

The eviction notice must specify the cause for the eviction.

After the initial term of the lease, other good cause includes:

1. Business or economic reason for regaining possession;
2. Owner's desire to repossess unit for personal use; or
3. Tenant's refusal to accept offer of a new lease

The owner may not terminate tenancy if the PHA fails to pay the housing assistance payment or pays it late. PHA failure to make the housing assistance payment is not a violation of the lease between the family and the owner.

### **Foreclosures**

The Protecting Tenants at Foreclosure Act of 2009 has the following provisions regarding foreclosure:

- During the term of the lease, the tenant has a right to remain in the unit and cannot be evicted, except for actions that constitute good cause.
- If the lease ends in less than 90 days, the new owner may not evict the tenant without giving the tenant a minimum of 90 days' notice.
- At the end of the term of the lease, the new owner may terminate the tenancy if the new owner provides a 90-day notice.

The new owner may terminate the tenancy if the owner will occupy the unit as a primary residence, and has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This is the only exception to the rule that the tenant may not be evicted during the term of the lease.

The foreclosure of a property does not constitute "other good cause."

### **Evidence of Criminal Activity**

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a family member if the owner determines they have engaged in the criminal activity:

- Regardless of arrest or conviction.
- Without satisfying the standard of proof used for a criminal conviction.

**Exclusion of Culpable Household Member**

The owner may require a tenant to exclude a household member in order for the family to continue to reside in the assisted unit.

**Consideration of Rehabilitation**

When determining whether to terminate the tenancy for illegal drug use or alcohol abuse, the owner may consider whether the family member:

- Is no longer participating in the drug and or alcohol abuse.
- Has successfully completed a supervised drug or alcohol rehab program.
- Has otherwise been successfully rehabilitated.

The owner may require the tenant to submit evidence of any of the three (above).

Actions of termination by the owner must be consistent with the fair housing and equal opportunities as stated in 24 CFR Part 5.105.

Housing assistance payments are paid to the owner under the terms of the HAP contract. If the owner has begun eviction and the family continues to reside in the unit, the PHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant, unless the family moves or other reasons for termination apply.

If the action is finalized in court, the owner must provide the PHA with the documentation, including notice of the lockout date.

**D. TERMINATION OF THE CONTRACT BY PHA** (24 CFR §§ 982.404(a), 982.453, 982.454, and 982.552(a)(3))

The term of the HAP contract terminates when the lease terminates, when the PHA terminates program assistance for the family, and/or when the owner has breached the HAP contract (see "Owner Disapproval and Restriction," Chapter 16 of this Administrative Plan). The PHA may also terminate the contract if:

1. The PHA terminates assistance to the family.
2. The family is required to move from a unit when the unit does not meet the HQS space standards because of an increase in family size or a change in family composition.
3. Funding is no longer available under the Annual Contributions Contract.
4. Family vacates without notice.
5. Family self-terminates from HCV participation.

An active HAP contract will terminate if the HAP is zero dollars for 180 consecutive days. For clarification see Chapter 15, Section H.

Chapter 15 **DENIAL OR TERMINATION OF ASSISTANCE**  
(24 CFR §§ 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, and 982.553)

**INTRODUCTION**

The PHA may deny or terminate assistance for a family due to the family's action or failure to act. The PHA will provide families with a written description of the family obligations under the program and the grounds under which the PHA can deny or terminate assistance. This chapter provides the PHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

**Public Housing Authority Discretion to Deny Admission or Terminate Assistance** (24 CFR §982.552(c))

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the PHA will consider all relevant circumstances in each case, such as the seriousness of the **ease ++**, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The PHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in, or were culpable for the action or failure to act, will not reside in the unit. The PHA may permit the other members of a family to continue to participate in the program.

**A. GROUNDS FOR DENIAL OF ASSISTANCE** (24 CFR §§982.54, 982.552, and 982.553)

If a denial decision is based on an individual's behavior or action resulting from a disability, the PHA may delay the denial in order to determine whether there is a reasonable accommodation that could be granted to adjust or ameliorate the behavior or action of the individual if such action or behavior is the result of the individual's disability.

**HUD Standards for Denial** (24 CFR §§ 982.54 (d), 982.552, 982.553)

The PHA must permanently deny assistance to applicants to the HCV program if the PHA determines that any member of the household has ever been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

The PHA must deny admission to an applicant if the PHA determines that any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

The PHA may deny admission to the program for applicants if the PHA determines that any household member is currently engaging in the illegal use of a drug (including marijuana). See Section B of this chapter for the PHA's established standards.

The PHA may deny admission to the program for applicants if the PHA determines that it has reasonable cause to believe that a household member's illegal drug use may threaten the health, safety, or right to peaceful enjoyment of residents in the immediate vicinity. See Section B of this chapter for the PHA's established standards.

The PHA must deny admission to the program for an applicant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR Part 5, subparts B and F.



## Chapter 15 Denial or Termination of Assistance

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The PHA must deny admission when required under the regulations to establish citizenship or eligible immigration status.

The PHA must deny admission if the family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR §5.612.

### **PHA Grounds for Denial of Assistance** (24 CFR §§ 982.551, 982.552 and 982.553)

The PHA may deny program assistance for an applicant, for any of the following reasons:

- If any member of the family has engaged in or threatened abusive or violent behavior toward PHA personnel, contractors, or customers on the premises. This includes but is not limited to: verbal abuse, physical abuse, violence or acts of intimidation. Use of expletives customarily used to verbally abuse or intimidate may be cause for denial. “Threatening” refers to oral or written threats or physical gestures that communicate the intent to abuse or commit violence.
- If a member of the household has been indicted, convicted, or otherwise sought by the courts and is fleeing to avoid prosecution, custody, or confinement.
- If the family currently owes rent or other amounts to the PHA or to another PHA in connection with the Housing Choice Voucher (HCV) program [previously known as Section 8] or public housing assistance under the 1937 Act.
- If the family is not eligible for admission, refer to “Eligibility for Admission,” Chapter 2 of this Administrative Plan for further information.

### **Notice of Denial**

In any case where the PHA decides to deny assistance to the family, the PHA must give the family written notice which states:

- The reason(s) for the denial of assistance.
- The family’s right to request an Informal Review to be held before denial of assistance.
- The date by which a request for an Informal Review must be received by the PHA.

Before the PHA takes any adverse action based on a criminal conviction record, including a notice denying admission, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon submitting a written request and providing a picture I.D. to ensure that the PHA is maintaining the security of the personal information of the subject of record. The PHA will not mail criminal records to any address as it is a security risk. The applicant will be provided an opportunity to dispute the accuracy and relevance of that record.

## **B. DENIAL - SCREENING FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY (24 CFR §982.553)**

### **Administration**

All screening shall be administered fairly and in such a way as not to violate rights of privacy or to discriminate on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability, sexual orientation, or gender identity, or other legally protected groups.

To the maximum extent possible, the PHA will encourage other community and governmental entities in the promotion and enforcement of this policy.

### **Screening of Applicants**

Criminal Background screening will apply to any member of the household who is 18 years of age or older, or an emancipated minor (subject to the limitations and restrictions provided in California Welfare & Institutions Code §§ 827 and 828 as applicable).

### **Standard for Violation**

The PHA will consider the illegal use of alcohol abuse to be a pattern if there is more than one conviction during the previous 18 months.

"Engaged in or engaging in" violent criminal activity means any act within the past three years by an applicant or participant or household member.

Violent criminal activity is any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

In evaluating evidence of negative past behaviors, the PHA may give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future, which could be supported by evidence of rehabilitation.

Applicants will be denied assistance if they have been convicted of violent criminal activity within the last three years prior to the date of the admission eligibility determination.

If an applicant is denied admission to the program for the reasons detailed in this section, the applicant retains the right to appeal (see "Complaints and Appeals," Chapter 18 of this Administrative Plan).

### **Other Criminal Activity**

The PHA will deny participation in the program to applicants where the PHA determines that the person is/has been involved in drug related criminal activity or engaged in other criminal activity as defined in the Glossary within three years prior to consideration of eligibility for program admission.

### **Denial of Additions to the Household for Criminal Activity (24 CFR §982.553)**

The PHA may deny any request to add a person to the household who is on either formal probation or parole. Staff will review each situation on a case-by-case basis and may deny the request if the person ~~taking into account the mitigating circumstances.~~ has been convicted for any of the following reasons within the last three years:

1. Drug-related criminal activity (see [Criminal Screening Criteria, Chapter 2](#));
2. Violent criminal activity (see [Criminal Screening Criteria, Chapter 2](#));
3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;

### **Sex Offenders**

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The PHA will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In screening applicants, the PHA will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement

#### **Evictions for Drug-Related Criminal Activity**

Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the HCV program for a three-year period beginning on the date of such eviction. However, the household may be admitted if, after considering the individual circumstances of the household, the PHA determines that:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA.
- The circumstances leading to eviction no longer exist because the culpable member is no longer in the household.

#### **Confidentiality of Criminal History Records**

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal records, while needed by staff for screening for criminal behavior, will be housed in a secured location with access restricted to individuals responsible for such screening.

Misuse of the above information by any employee will be grounds for termination of employment.

If the family is determined eligible for initial or continued assistance, the PHA's copy of the criminal record shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information will be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The PHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the criminal history record.

#### **Disclosure of Criminal History Records to the Family**

Before the PHA takes any adverse action based on a criminal conviction record, including issuing a notice denying admission, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon written request and providing picture I.D. to ensure that the PHA is maintaining the security of the personal information of the subject of record. The PHA will not mail criminal records to any address as it is a security risk. The applicant will be provided an opportunity to dispute the accuracy and relevance of that record.

Staff will work with the family to address reasonable accommodation requests for individuals with disabilities.

**C. DENIAL PROCEDURES FOR NON-CITIZENS** (24 CFR §§ 5.514, 5.516, and 5.518)

**Denial due to Ineligible Immigrant Status**

Applicant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance. The PHA must offer the family an opportunity for an informal hearing. (See "Eligibility for Admission," Chapter 3, section on Citizenship/Eligible Immigration Status.)

**Procedure for Denial**

If the family (or any member) claimed eligible immigrant status and the Department of Homeland Security (DHS) primary and secondary verifications failed to document the status, the family may make an appeal to the DHS and request a hearing with the PHA either after the DHS appeal or in lieu of the DHS appeal. After the PHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

**D. MISSED APPOINTMENTS AND DEADLINES** (24 CFR §982.551, 982.552(c))

It is a family obligation to supply information, documentation, and certification as needed for the PHA to administer the program. The PHA schedules appointments and sets deadlines in order to obtain the required information.

An applicant who fails to keep an appointment, or to supply information required by a deadline without notifying the PHA, may be sent a Notice of Denial of Assistance for failure to provide required information.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Certificate/Voucher Issuance and Briefings
- Housing Quality Standards and Inspections
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are for "good cause," which is defined in the Glossary.

**E. GROUNDS FOR TERMINATION OF ASSISTANCE** (24 CFR §§ 982.552 and 982.553)

If a termination is based on an individual's behavior or action resulting from a disability, the PHA may delay the termination in order to determine whether there is a reasonable accommodation that could be granted to adjust or correct the behavior or action of the individual if such action or behavior is the result of the individual's disability.

**HUD Grounds for Termination** (24 CFR §§ 982.552(b), 982.553(a) and (b))

The PHA must terminate assistance for participants if at least 180 days have elapsed since the PHA's last housing assistance payment was made on behalf of the family. (See "Contract Terminations," Chapter 14 of this Administrative Plan).

The PHA must terminate the assistance of a family under the program if the PHA determines that any member of the household has ever been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

The PHA will propose termination of assistance for program participants if the PHA determines that any household member is currently engaging in illegal use of a drug under Local, State, or Federal law. The PHA will consider mitigating circumstances. (See Section B Standard for Violation, Additional Grounds for Termination of Assistance of this chapter and Chapter 25).

The PHA will propose termination of assistance for program participants if the PHA determines that a household member's illegal drug use may threaten the health, safety, or right to peaceful enjoyment of other residents or persons residing in the immediate vicinity of the premises. The PHA will consider mitigating circumstances. See Section B, Standard for Violation of this chapter.

The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease. (See Glossary for definition of Serious Lease Violation).

The PHA must terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR Part 5, subparts B and F.

The PHA must terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

The PHA must terminate assistance if the family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR §5.612.

**Additional Grounds for Termination of Assistance** (24 CFR §§ 982.551, 982.552(c), 982.553(b))

The PHA may terminate program assistance for a participant for any of the following reasons:

- If any family member violates any family obligation under the program.
- If the family fails to submit a completed recertification in a timely manner.
- For committing acts of physical abuse or violence. HCV clients who are victims of certain types of violence may be protected from termination under the Violence Against Women Act (VAWA). Clients cannot be terminated from assistance solely because of domestic violence and/or abuse by a partner unless there is other cause for termination (such as non-payment of rent). Under VAWA protections, the abuser may be removed from the voucher while allowing the rest of the household to remain.
- The family pays an amount for rent to the owner not approved by the Housing Authority.
- If any member of the family has engaged in or threatened abusive or violent behavior toward PHA personnel, contractors, or customers on the premises. This includes but is not limited to: verbal abuse, physical abuse, violence or acts of intimidation. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination. "Threatening" refers to oral or written threats or physical gestures that communicate the intent to abuse or commit violence.
- If any family member engages in disruptive behavior that threatens health, life, or safety and creates a need for police to be summoned to the HA premises. This may include, but is not limited to refusing to leave when asked by HA staff or contractors.

## Chapter 15 Denial or Termination of Assistance

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- If the entire family is absent from the assisted unit for more than 30 consecutive days, without prior approval to the PHA, the unit will be considered to be vacated and assistance will be terminated.
- If a member of the household has been indicted, convicted, or otherwise sought by the courts and is fleeing to avoid prosecution, custody, or confinement.
- If the family self-terminates from the HCV Program.
- Eviction for serious lease violations.
- If the family fails to give the PHA a copy of any termination of tenancy notice (which may include but it is not limited) to a 30-Day, 60-Day, or 90-Day Notice to Vacate or a 3-Day Notice to Pay or Quit or Cure [e.g. for nuisance or other lease violation] or Quit) within 15 days.
- If the family is not eligible for admission, refer to "Eligibility for Admission," Chapter 2 of this Administrative Plan for further information.

The family will be given the opportunity to cure the breach. These opportunities may be appointments, written requests for information or both. Each case will be considered on an individual basis.

### **Mandatory Tenant Conference (MTC)**

Before proposing termination of a family's eligibility, the PHA will send a Mandatory Tenant Conference appointment letter to the tenant detailing the allegations / request for information that will be discussed at the Mandatory Tenant Conference. The exception is when the family fails to attend a scheduled appointment, see Chapter 15, Part K. The MTC appointment will be scheduled with a 7 business day notice unless the tenant requests for an earlier appointment date and staff is available to meet with the tenant.

At the Mandatory Tenant Conference, the PHA will conduct a fact finding interview to discuss the allegations / required information and the tenant will be allowed to provide any documentation related to the allegations / or submit required information and complete an affidavit.

The family will be notified of how the PHA will proceed in this matter.

### **Notice of Proposed Termination of Assistance**

In any case where the PHA proposes to terminate assistance to the family, the PHA will give the family written notice setting forth the allegations upon which the proposed termination is based. The notice will include an Informal Hearing Request form for a resident or an Informal Review request for an applicant.

Before the PHA takes any adverse action based on a criminal conviction record, including a notice denying admission, the PHA will conduct an individualized review of the individual's record. The PHA will provide the subject of the record and the resident/ applicant with a copy of the criminal record upon written request and providing picture I.D. to ensure that the PHA is maintaining the security of the personal information of the subject of record. The PHA will not mail criminal records to any address as it is a security risk. The applicant will be provided an opportunity to dispute the accuracy and relevance of that record.

The PHA will provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance, unless the family has vacated the subsidized unit, or the termination date allows the owner to receive overlapping HAPs for two tenants in the same unit. The notice to the owner will not include any details regarding the reason for termination of assistance.

### **Methods of Termination**

Termination of assistance for a participant may include, but is not limited to, any or all of the following:

- Refusing to enter into a HAP contract or approve a request for tenancy approval (RFTA).
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures.

**F. TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY**

(24 CFR §982.553)

**Purpose**

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or disturb the peaceful and quiet use and enjoyment of other residents in and around the neighborhood. It is the intention of the PHA to fully endorse and implement a policy designed to:

- Help create and maintain a safe and drug-free community, and
- Keep program participants and neighbors free from threats to their personal and family safety, as well as the safety of their property.

**Administration**

All termination of assistance procedures will be administered fairly and in such a way as not to violate participants' privacy rights or discriminate on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability, sexual orientation, gender identity, or other legally protected groups.

The privacy policy will be posted on the bulletin boards of the PHA's area management offices (including 630 I Street in Sacramento) and copies will be made readily available to participants upon request.

To the maximum extent possible, the PHA will encourage other community and governmental entities in the promotion and enforcement of this policy.

**Other Criminal Activity**

The PHA may terminate participants from the program where the PHA determines that the person is/has been involved in drug related criminal activity or has engaged in or is currently engaged in other criminal activity as defined in the Glossary.

**Sex Offenders**

HUD regulations at 24 CFR §§5.856, 960.204(a)(4), and 982.553(a)(2) prohibit admission, after June 25, 2001, of any member of a household who is subject to a state lifetime sex offender registration requirement. This regulation reflects a regulatory prohibition. A household receiving assistance with such a member is receiving assistance in violation of federal regulations.

For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification/reexamination screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on the application and/or recertification/reexamination forms, the Owner/Agent (O/A) or PHA will pursue termination of HCV program participation.

If an O/A or PHA erroneously admitted a lifetime sex offender, the O/A or PHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA or O/A must terminate the household's assistance. For admissions before June 25, 2001, there is currently no HUD statutory or regulatory basis to evict or terminate the assistance of the household solely on the basis of a household member's sex offender registration status.

**Standard for Violation for Drug-Related Criminal Activity or Violent Criminal Activity**

The PHA will consider alcohol abuse to be a pattern if there is more than one conviction for an alcohol-related offense during the previous 18 months.

"Engaged in or engaging in" drugs or violent criminal activity means any act within the past three years by a participant or household member.

Violent criminal activity is any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likeliness that the individual will refrain from such conduct in the future, which could be supported by evidence of rehabilitation.

The PHA may waive the requirement regarding drug-related criminal activity if the individual demonstrates successful completion of a credible rehabilitation program approved by the PHA. In appropriate cases, the PHA may permit the family to continue receiving assistance, provided that family members determined to have engaged in the proscribed activities, excluding Head of Household, Spouse/partner or Co-Head, will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances by working with Juvenile Court system without violating the confidentiality of juvenile court records. For an adult, the PHA will require the family to sign a written certification the family member is no longer in the home, and will request documentation verifying the offending family member's new residential address (e.g. lease or rental agreement).

**Absence due to Incarceration**

If the sole member is incarcerated for more than 30 consecutive days, s/he will be considered permanently absent and the PHA may terminate the participant's assistance according to procedure.

Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 consecutive days.

If the Head of Household is incarcerated, the remaining household members who are at least 18 years of age will be responsible for reporting the absence. If there are minor children in the home, refer to Caretaker for Child(ren).

In either case, the family must promptly report any absence of 30 days or more due to incarceration to the PHA in writing.

If a member of the household is subject to a court order that restricts him/her from the home for more than 30 days, that individual will be considered permanently absent.



If there are additional family members who would lose access to housing, mitigating circumstances will be considered when evaluating the status of the voucher.

If the reason for the absence is due to incarceration, the family member who was incarcerated may be required to undergo a new criminal background check upon his/her release from jail, prison, or other facility.

#### **Terminating Assistance for Alcohol Abuse by Household Members**

Under the family obligations listed at 24 CFR §982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if the PHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. This includes cases where the PHA determines that there is a pattern of alcohol abuse.

The PHA will consider alcohol abuse to be a pattern if there is more than one conviction during the previous 18 months.

#### **G. FAMILY OBLIGATIONS** (24 CFR §982.551)

Failure to comply with all Family Obligations may be cause for termination which includes (but is not limited to):

- The requirement that the family supply any information that the PHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status.
- The requirement that the family supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- The requirement that the family disclose and verify social security numbers and sign and submit consent forms for obtaining information, with the exception of those individuals who do not claim to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
- The requirement that all information supplied by the family to the PHA be **true and complete**.
- The family's responsibility for breaches of the HQS caused by the family including but, not limited to, any of the following:
  - ◆ Failure of the family to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
  - ◆ Failure of the family to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
  - ◆ Damage to the dwelling unit or premises caused by any member of the household or any of their guests (this refers to damages beyond ordinary wear and tear [e.g. holes in the walls, broken fixtures, etc.]).

- The requirement that the family allow the PHA to inspect the unit at reasonable times and after reasonable notice.
- The requirement that the family not commit any serious or repeated violations of the lease.
- The requirement that the family notify the owner and, at the same time, the PHA before the family moves out of the unit or terminates the lease.
- The requirement that the family give the PHA a copy of any owner eviction notice/notice of termination of tenancy within 15 days. This includes 30-day notices, 3-day notices to perform or quit as well as other forms of warning notices. However, failure to give the PHA a copy of warning notices (as opposed to notices terminating the tenancy) will not be deemed cause for termination.
- The requirement that the family use the assisted unit for residence by the family. The unit must be the family's **only** residence. No household members may be listed as a resident on another lease or rental agreement or utility subscriber at another address.
- The requirement that the family not have their mail forwarded to another address or to a Post Office (P.O.) Box (except for those participating in the Safe At Home program).
- The requirement that the composition of the assisted family residing in the unit be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member or other individual as an occupant of the unit. No other person [i.e., nobody but members of the assisted family] may reside in the unit (except for a foster child or live-in aide, with prior approval).
- The requirement that the family notify the PHA within thirty (30) days if any family member no longer resides in the unit (e.g. if any household members moves out).
- The requirement that the family not sublease the unit.
- The requirement that the family refrain from assigning the lease or transferring the unit to any other individual(s).
- The requirement that the family supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA of the absence of any household member(s) from the unit.
- The requirement that the members of the family not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
- Criminal background screening will apply to any member of the household who is 18 years of age or older or an emancipated minor (subject to the limitations and restrictions provided in California Welfare and Institutions Code sections 827 and 828 as applicable).
- The requirement that members of the household not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- The requirement that members of the household not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- The requirement that the assisted family or any of its members not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.
- The following are additional Family Obligations as identified on HCV Participants' Annual Re-certification:

- ◆ The family must notify the PHA of the birth, adoption or court-awarded custody of a child or children within thirty (30) days.
- ◆ The family must notify the PHA in writing, within 30 days, when the family will be away from the unit for at least 30 days.
- ◆ The family must notify the PHA in writing, within 30 days, of any and all changes in the income of any family member.
- ◆ Unless their lease was effective prior June 17, 1998, the owner must not be a spouse, parents (including step-parents), child (including a step-child) grandparents, grandchild, siblings (including step-brother or step-sister). The PHA may waive this restriction as a reasonable accommodation for a family member who is a person with a disability if there is a nexus between the disability-related need and the provisions included in the rental property.

#### **Explanations and Terms**

The term "promptly" when used with regard to the family obligations always means "within 30 days." Termination of assistance is always optional except where this Administrative Plan or the Code of Federal Regulations state otherwise.

#### **HQS Breaches**

The assigned Inspector will determine if an HQS breach, as identified in 24 CFR §982.404(b), is the family's responsibility. Families may be granted extensions to cure HQS breaches under reasonable circumstances.

#### **Confidentiality of Criminal Records**

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed by staff for screening for criminal behavior, will be housed in a secured location with access restricted to individuals responsible for such screening.

The PHA will document in the family's file that the family was terminated due to findings in the Criminal History Report.

Misuse of the Criminal History Report by any employee will be grounds for termination of employment. Penalties for misuse are contained in Personnel Policies.

#### **Disclosure of Criminal Records to the Family**

Before the PHA takes any adverse action based on a criminal conviction record, the PHA will provide the subject of the record and the applicant in person with a copy of the criminal record upon written request with the proper picture ID as an additional measure to protect the privacy of the applicant and the confidentiality of the records. The applicant will be provided an opportunity to dispute the accuracy and relevance of the record.

#### **H. TERMINATION - ZERO HAP ASSISTANCE TENANCIES**

The family may remain in the unit at \$0 assistance for 180 days after the last HAP payment. Any new change of income requests submitted during this 180-day period will be reviewed by staff to determine whether the family will continue to be eligible for assistance.

In order for a family to move to another unit during the 180 days of receiving zero HAP, the rent for the new unit must be high enough to necessitate a housing assistance payment.

**I. OPTION NOT TO TERMINATE FOR MISREPRESENTATION** (24 CFR §§ 982.551, 982.552(c))

If the family has misrepresented any facts, the PHA will consider relevant circumstances surrounding any termination of assistance related to the allegedly misrepresented facts or statements.

**J. TERMINATION - FRAUD**

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other corrupt or criminal act in connection with any Federal Housing Program, the PHA may deny or terminate assistance.

**K. TERMINATION - MISSED APPOINTMENTS AND DEADLINES**

(24 CFR §§ 982.551, 982.552(c))

It is a family obligation to supply PHA-requested information, documentation, and certification as needed for the PHA to administer the program. The PHA will schedule a Mandatory Tenant Conference (MTC) for participants/applicants and will set deadlines in order to obtain the required information.

A participant who fails to supply information when requested will be scheduled for an MTC appointment. A participant who fails to supply information as requested at the MTC appointment, who fails to attend an MTC appointment or misses scheduled HQS inspection appointments may be sent a Notice of Proposed Termination of eligibility unless “good cause” is provided by the participant to the PHA.

If a participant supplies requested information to the Agency after the deadline, the participant may be issued a Warning Notice.

If a participant has been issued a warning for the same program violation, he/she may be issued a Notice of Proposed Termination of eligibility after the MTC process.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Certificate/Voucher Issuance and Briefings
- Verification Procedures
- Housing Quality Standards (HQS) Inspections
- Recertifications
- Mandatory Tenant Conferences
- Informal Reviews and Informal Hearings

“Good Cause,” as defined in the Glossary, means **acceptable** reasons (e.g. medical emergency, etc.) for missing appointments or failing to provide information by deadlines.

**Procedure when Information is Not Provided or Appointments Are Missed**

A family who fails to provide information to the PHA or misses scheduled appointments will be issued a Notice of Proposed Termination of HCV Eligibility letter and an Informal Hearing Request form.

If a family is scheduled for an MTC by phone or through written notice and fails to attend the appointment, the PHA will issue a notice to propose termination of the family's assistance unless "good cause" is provided.

After termination is proposed, if the family offers to correct the breach within the time allowed for requesting an informal hearing the termination may be rescinded only after the family cures the breach. In this case, a formal warning will be issued notifying the family that future breaches, including the family obligation to respond to the PHA in a timely manner, may result in termination.

Chapter 16 **OWNER DISAPPROVAL AND RESTRICTION**  
(24 CFR §§ 982.54, 982.306, 982.453)

## **INTRODUCTION**

It is the policy of the PHA to recruit owners to participate in the Housing Choice Voucher (HCV) program. The PHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing within the PHA's jurisdiction. The HUD regulations define when the PHA must disallow an owner participation in the program. The regulations also outline situations in which the PHA has discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval and the various penalties for owner violations.

### **A. DISAPPROVAL OF OWNER** (24 CFR §§ 982.306, 982.54(d)(8))

The owner does not have a "right" to participate in the HCV Program. For purposes of this section, "owner" includes a principal or other interested party (e.g. property manager or property management company).

The PHA will disapprove the owner for the following reasons:

- HUD, or other agency directly related, has informed the PHA that the owner has been debarred, suspended, or subject to a limited denial of participation under 2 CFR part 2424.
- HUD has informed the PHA that the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.
- HUD has informed the PHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other Federal equal opportunity requirements.
- Unless their lease was effective prior June 17, 1998, the owner must not be a spouse, parents (including step-parents), child (including a step-child) grandparents, grand-child, siblings (including step-brother or step-sister). The PHA may waive this restriction as a reasonable accommodation for a family member who is a person with a disability if there is a nexus between the disability-related need and the provisions included in the rental property. This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a particular unit, but does not apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit. 24 CFR §982.306(d)
- If the owner is residing in any portion of the assisted property (excluding shared housing, see Chapter 19).

The PHA may disapprove the owner for the following reasons:

- In cases where the owner and tenant have the same last name, the PHA may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.
- The owner has violated the terms of the housing assistance payments (HAP) contract. This includes, but is not limited to: charging the tenant, or accepting from the tenant, payments in excess of the approved contract rent for rent of the contract unit (these types of payments are referred to as “side payments”).
- The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner’s obligations to maintain the unit to HQS, including any standards the PHA has adopted in this policy.
- The owner has committed fraud, bribery or any other corrupt act in connection with any Federal housing program.
- The owner has engaged in drug related criminal activity or violent criminal activity.
- The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program.
- The owner has a history or practice of renting units that fail to meet State or local housing codes.
- The owner has not paid State or local real estate taxes, fines or assessments.
- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
- The owner has engaged in or threatened abusive or violent behavior toward PHA personnel. “Abusive or violent behavior” includes verbal as well as physical epithets or other language, written or oral, that is customarily used to intimidate, may be cause for termination or denial. “Threatening” refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- The PHA will not approve a HAP contract to any owner who is related to the tenant, except when needed as a reasonable accommodation for an individual with a disability.
- 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 engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - ◆ Threatens the right to peaceful enjoyment of the premises by other residents;
  - ◆ Threatens the health or safety of other residents, of employees of the PHA, or of the owner’s employees or other persons engaged in management of the property;
  - ◆ Threatens the health or safety of, or the right to peaceful enjoyment of their residences of persons residing in the immediate vicinity of the premises; or that has engaged in drug-related criminal activity or violent criminal activity

**B. OWNER/AGENT RESTRICTIONS** (24 CFR §982.306)

Where it is determined that an owner or agent has violated the terms of the HAP contract, the PHA may do the following:

- Conduct an Owner or Agent conference to determine the nature and seriousness of the violation;
- Issue a warning against further program violations; and/or
- Recommend program debarment for a period of up to 5 years or permanent debarment.

If the PHA determines that there has been an overpayment of HAP to the owner, the PHA will issue an overpayment notice for any outstanding HAP; and the owner must repay the PHA all outstanding balances.



Chapter 17     **OWNER OR FAMILY DEBTS TO THE PHA**  
(24 CFR §982.552)

**INTRODUCTION**

This chapter describes the PHA's policies for the recovery of monies that have been overpaid to families and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA may use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Abatements
- Reductions in HAP to owner
- Collection agencies, including the Sacramento County Department of Revenue Recovery
- Credit bureaus
- Income tax refund intercept
- U.S. Department of Housing and Urban Development (HUD)

**A. Repayment of Debts to the PHA**

**Family**

When a family is determined to have incurred a debt to the PHA due to underreporting or the failure to report a change in income or household composition in a timely manner; the PHA will meet with the family to inform them about the debt and about the process used to identify and calculate the debt. The family is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was calculated in accordance with HUD's rent formula. The difference is called retroactive rent. The family will be given the opportunity to make full repayment of the debt at that time or the family may enter into a repayment agreement with the PHA. In the case of unapproved member(s) in the subsidized unit when the PHA is unable to accurately calculate the household income; the PHA will require repayment of 100% of the housing assistance payments and utility reimbursement payments for the timeframe of the residency of the unapproved household member(s).

**Repayment Time Period:**

The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

A minimum monthly repayment of fifty dollars (\$50) will be established for families whose repayment calculation equals less than the minimum repayment. This amount is necessary to recapture the



overpayments due to the undisclosed income and help to prevent termination of the family's program participation.

If the family refuses to enter into a repayment agreement or fails to make payments on an existing or a new repayment agreement, the PHA must terminate the family's program participation. HUD does not authorize any PHA-sponsored debt forgiveness programs.

In this case if the amount owed exceeds \$25,000, the PHA may demand full repayment of the debt, and refer the case to the Office of Inspector General (OIG) for investigation and possible prosecution.

If the debt resulted from the family's failure to report income and the failure to report income has occurred in at least one other instance, the PHA will seek repayment of the debt and may propose termination due to the repeated violation, regardless of the amount.

Any request to voluntarily move made by the family will not be processed until the repayment agreement is current or the debt is paid in full, unless approved by the Assistant Director or designee.

If the family meets all of their family obligations and it is determined that the debt resulted from a PHA error, then no adverse action will be taken against the family.

#### **Owner**

If an owner has an overpayment and has other HAP contracts, the overpayment amount will be deducted from the next monthly payment. If an owner does not have any other active HAP contracts, the owner has ten (10) working days from the date of notification to issue a cashier's check or money order for the amount of the overpayment payable to the PHA.

The owner's debt will be submitted to collections if the overpayment has not been paid in full.

#### **B. PROGRAM FRAUD** (24 CFR §§ 982.163 and 982.552)

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

- Constitutes a false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and
- Results in payment of HCV program funds in violation of program requirements.

#### **Repayment For Program Fraud – Families**

The Housing Authority may:

- Seek repayment of money owed by families due to program fraud; and
- Review the case to determine future eligibility; and
- Refer the case to HUD Office of Inspector General (OIG) for collection or criminal prosecution, if appropriate.

#### **Repayment for Program Fraud - Owners**

If the PHA determines that the owner has retained housing assistance or claim payments the owner is not entitled to, the PHA may reclaim the amounts from future housing assistance or claim payments owed by the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, the PHA may:

- Require the owner to pay the amount in full within ten (10) days.
- Pursue collections through a collection agency, such as Sacramento County Department of Revenue Recovery.
- Restrict the owner from future participation in the HCV program.

**C. WRITING OFF DEBTS**

Debts will not be written off unless discharged by a bankruptcy court order.

Chapter 18 **COMPLAINTS AND APPEALS**

**INTRODUCTION**

The informal hearing requirements defined in the HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the local, state, and federal law.

**A. COMPLAINTS TO THE PHA**

The PHA will respond promptly to complaints from families, owners, and members of the public. Complaints will be referred to the appropriate staff. The PHA may request that complaints be submitted in writing. Complaints received relating to non-HCV matters will be routed to the appropriate staff (See Chapter 20 Program Integrity, Section E).

The PHA's informal hearing procedures will be distributed to families in their briefing packets.

**B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

(24 CFR §§ 982.554 and 982.54(d)(12))

Informal Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance based on citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When the PHA determines that an applicant is ineligible for the program, the family will be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible;
- The procedure for requesting a review if the applicant does not agree with the decision, and;
- The time limit for requesting a review.

Before the PHA takes any adverse action based on a criminal conviction record, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon written request and with a picture I.D. to ensure the security of the personal information of the subject of record is maintained. The PHA will not mail criminal records to any address as it is a security risk. The applicant will be provided an opportunity to dispute the accuracy and relevance of the record.

The PHA must provide applicants with the opportunity for an informal review of decisions denying:

- Issuance of a voucher
- Participation in the program
- Assistance under portability procedures
- Non-Citizen Eligibility

## Chapter 18 Complaints and Appeals

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Informal reviews are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA,
- General policy issues or class grievances,
- A determination of the family unit size under the PHA subsidy standards,
- A PHA determination not to approve the extension of the voucher term,
- Voucher expiration,
- A PHA determination not to grant approval of the tenancy,
- A PHA determination that the rental unit is not in compliance with HQS, or
- A PHA determination that the rental unit is not in accordance with occupancy standards/HQS due to family size or composition.

### **Procedure for Informal Review**

Any request for an informal review must be received in writing no later than fifteen (15) days from the date of the PHA's notification of denial. The informal review will normally be scheduled within sixty (60) days from the date the request is received. Late requests may be considered if good cause is provided by the family.

The informal review may be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of that person. (24 CFR 982.554(b)(1).)

The applicant will be given the option of presenting oral or written objections to the decision. (24 CFR 982.554(b)(2).)

Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

The review may be conducted by mail and/or telephone if acceptable to both parties.

A notice of the review findings will be provided in writing to the applicant within fifteen days after the review. It will include the decision of the reviewer and a brief statement of the reasons for the final decision. In making his or her decision regarding whether to uphold or reverse the PHA's decision, the reviewer will consider all relevant evidence presented at the Informal Review, including live testimony and/or written statements or other documentary evidence presented by the applicant and his or her witnesses (if any).

The family may request that the Informal Review be audio-recorded when they submit their written request. The cost of transcribing the Informal Review is charged to the requestor. Staff will record the Informal Review (IR) if requested by the applicant (which is also stated on the IR form).

All requests for a review, supporting documentation and a copy of the final decision will be retained in the family's file.

**C. INFORMAL HEARING PROCEDURES** (24 CFR §§ 982.555 and 982.54(d)(13))

When the PHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations, which will include:

- The proposed action or decision of the PHA.
- The family's right to an explanation of the basis for the PHA's decision.
- The procedures for requesting an informal hearing (IH) if the family disputes the action or decision.
- The time limit for requesting the IH.
- The name of the staff member to whom the IH request should be directed.
- A copy of the PHA's hearing procedures.
- The family's option to submit a written request that the IH be audio recorded. The cost of transcribing the IH will be charged to the requestor.
- The family's right to request a translator to assist them during the IH.

The PHA will provide participants with the opportunity for an informal hearing for decisions related to any of the following PHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment.
- Appropriate utility allowance used from schedule.
- Family unit size determination under PHA subsidy standards.
- Determination to terminate assistance for any reason.
- Determinations to terminate a family's Family Self Sufficiency (FSS) contract, withhold supportive services, or propose forfeiture of the family's escrow account.
- Housing Assistance termination due to having been at zero HAP for 180 days.
- Denial of a reasonable accommodation.

The PHA must provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA.
- General policy issues or class grievances.
- Establishment of the PHA schedule of utility allowances for families in the program.
- A PHA determination not to approve an extension or suspension of a voucher term.
- A PHA determination not to approve a unit or lease.
- A PHA determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breaches of HQS because that is a family obligation determination).
- A PHA determination that the unit is not in accordance with HQS because of the family size.
- A PHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract.
- Voucher expiration.

### **Procedure for Requesting an Informal Hearing for Participants**

Any request for an appeal must be received in writing no later than 15 days from the date of the PHA's notification of adverse action. Late requests may be considered if good cause (e.g. medical emergency [not routine or scheduled medical visits]) is provided by the family.

If the participant does not request an informal hearing within 15 days of the date of written notice, s/he waives his/her right to a hearing, and the PHA's proposed adverse action will become final.

This section in no way constitutes a waiver of the participant's right to contest the PHA's disposition in an appropriate judicial proceeding.

### **Notification of Informal Hearing**

It is the PHA's objective to resolve disputes at the lowest possible level. The PHA will ensure that applicants and participants receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing will normally be scheduled within ~~60~~ 90 days from the date the request is received. The hearing notice will provide at least 15-day notice and will contain:

- The date and time of the hearing.
- The location where the hearing will be held.
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense (and with appropriate notice to the PHA).
- The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than 3 days before the hearing date.
- A notice to the family that the PHA will request a copy of any documents or evidence the family will use at the hearing. Requests for such documents or evidence must be received no later than three days before the hearing date.

### **The PHA's Hearing Process**

After a hearing date is scheduled, the family may request to reschedule a hearing only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Families have the right to:

- Present written or oral objections to the PHA's determination;
- Examine the documentary evidence on which the PHS's action is based;
- Examine the documentary evidence submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing, except for new evidence or legal briefs that the PHA has not been given at least three full business days to examine (which includes making copies of said documents at the PHA's expense), at PHA offices, prior to the hearing. Such documents can be left in drop boxes and must clearly be marked as "Hearing Documents." In accordance with 24 CFR §982.555, if the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

## Chapter 18 Complaints and Appeals

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- Request that PHA staff be available or present at the hearing to answer questions relevant to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their expense (and with proper notice to the PHA).

If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family and assess a reasonable fee. In no case will the family or their representative, including legal counsel, be allowed to remove the original file from the PHA's office. In addition to other rights contained in this chapter, the PHA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or other party;
- Examine and copy any documents to be used by the family prior to the hearing;
- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer appointed by the PHA who is neither the person who made or approved the decision, nor a subordinate of that person. The PHA appoints only qualified hearing officer(s). The hearing shall concern only the issues for which the family has received the opportunity for hearing.

If evidence was available and was not provided prior to the hearing, it may not be introduced at the hearing. "Documents" includes, but is not limited to, records, photos, legal briefs and other documents submitted as evidence, audio and/or video recordings, etc.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Evidence not presented at the time of the hearing will not be accepted after the hearing, unless such evidence was unavailable at the time of the hearing due to circumstances beyond either party's control

The Hearing Officer(s) may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. The hearing may be conducted by mail and/or telephone if acceptable to both parties.

If the family misses an appointment or deadline or is more than 15 minutes late for an appointment, they will be required to show "good cause" for their missed or late appointment (as defined in the Glossary) or the action of the PHA shall take effect and another hearing will not be granted. If the family does not show "good cause" within 3 days of the missed appointment, the Hearing Officer's decision will stand.

The Hearing Officer(s) will determine whether the action, inaction or decision of the PHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony presented at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

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The Hearing Officer shall provide a written decision based on the findings at the hearing to the PHA and the family within 14 days and shall include:

- A clear summary of the decision and reasons for the decision.
- Notice that the Code of Civil Procedure Section 1094.6 governs the time within which judicial review may be sought.
- The date the decision will go into effect.
- If the PHA's decision is upheld as a termination by the Hearing Officer, a notice of termination of subsidy will be sent following at least 30 days' notice.

The PHA is not bound by hearing decisions that:

- concern matters in which the PHA is not required to provide an opportunity for a hearing;
- conflict with or contradict HUD regulations or requirements;
- conflict with or contradict federal, state or local laws; or
- exceed the authority of the Hearing Officer.

The PHA shall send a letter to the participant if it determines the PHA is not bound by the Hearing Officer(s)'s determination within ten days of the PHA's receipt date of the decision. The letter shall include the PHA's reasons for the decision.

All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the family's file.

### **Recordings**

Either party may arrange, in advance and at the expense of the party making the arrangement, for a recording of the hearing.

### **Agreement**

The parties may agree in writing to follow a different procedure in the resolution of a grievance.

### **D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" (24 CFR Part 5, Subpart E)**

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the PHA hearing.

### **Department of Homeland Security (DHS) Determination of Ineligibility**

If an applicant, participant or any family member declares him or herself to be an eligible immigrant and the status is not verified by the DHS SAVE or manual verification search system, the PHA will notify the head of household. The notice will be in writing and will include:

- The name(s) of the person for whom the eligible immigration status was not verified.
- A statement that their housing assistance will be terminated if they are a current participant.
- A statement of the family's eligibility for proration of assistance if the application includes eligible and ineligible family members, which is considered a "mixed family."



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- A statement of the eligibility for proration and temporary deferral of assistance, if eligible.
- The right to appeal to the DHS within thirty days of the PHA's decision and the right to request an informal hearing within ten days of written notice. The family's right to request an informal hearing with the PHA is in lieu of or subsequent to the DHS appeal.

If the family appeals to the DHS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate assistance. The time period to request an appeal may be extended by the PHA for good cause.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer(s) decides that the individual is not eligible, and there are no other eligible family members the PHA will:

- Deny the applicant family.
- Defer termination if the family is a participant and qualifies for deferral.
- Terminate the participant if the family does not qualify for deferral.

If there are eligible member(s) in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible member(s).

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by HUD regulations, that member is treated as ineligible. If all family members fail to provide the required documentation, the family will be denied or terminated for failure to comply.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is prorated (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 determinations of tenant rent and total tenant payment.
- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or hearing in the same way as terminations for any other type of alleged program fraud.
- The PHA will terminate assistance if it is determined a family has knowingly permitted an ineligible person to live in the assisted unit without authorization.

### **E. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES (24 CFR §982.552(c))**

When applicants are denied placement on the waiting list or the PHA is terminating assistance, the family will be informed that mitigating circumstances related to the disability of a household member may be considered during the informal review or informal hearing process. Disability status does not affect the Non-Citizenship statute.

Chapter 19     **SPECIAL HOUSING TYPES**  
(24 CFR §982.601)

**INTRODUCTION**

The PHA will permit the use of the following special housing types in its Housing Choice Voucher Program:

- Single Room Occupancy Housing
- Group Homes
- Congregate Housing
- Shared Housing
- Cooperative Housing
- Manufactured Homes
- Homeownership
- Mod Rehabilitation Program
- Performance Partnership Pilots for Disconnected Youth (P3)

**A. SINGLE ROOM OCCUPANCY** (24 CFR §982.602)

HUD has determined that there is a demand for Single Room Occupancy (SRO) units in this area. Therefore, a single person may reside in an SRO housing unit.

The PHA will use a separate lease and housing assistance payment contract for each assisted person residing in an SRO unit. (24 CFR §982.603).

**SRO Rent and Housing Assistance Payment** (24 CFR §982.604)

The PHA's SRO payment standard is seventy-five percent (75%) of the zero-bedroom payment standard schedule. For a person residing in an exception area, the payment standard is seventy-five percent (75%) of the HUD-approved zero-bedroom exception payment standard amount. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

**Utility Allowance**

The utility allowance for an assisted person residing in SRO housing is 75 percent (75%) of the zero-bedroom utility allowance.

**Housing Quality Standards**

The PHA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR §982.605. However, since SRO units are not intended to house children, the lead-based paint standards do not apply to SRO housing.

**B. CONGREGATE HOUSING** (24 CFR §982.606)

Eligible Congregate Housing Services Program (CHSP) services assist the elderly, non-elderly people with disabilities, and temporarily disabled individuals to live independently and prevent premature or unnecessary institutionalization. Congregate Housing is a Project-Based rather than a Tenant-Based program.

The PHA may approve a family member or a live-in aide to reside with an elderly person or a person with disabilities.

The PHA may approve a live-in aide for an individual with disabilities if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

**Congregate Housing Lease and HAP Contract** (24 CFR §982.607)

For congregate housing there will be a separate lease and HAP contract for each assisted family.

Unless there is a live-in aide, the payment standard for a family that resides in a congregate housing unit is the zero-bedroom payment standard on the PHA payment standard schedule.

However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family residing in a congregate housing unit is the one-bedroom payment standard amount.

If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

**Housing Quality Standards**

The PHA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR §982.609.

**C. GROUP HOMES** [24 CFR §§ 982.610-982.614]

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department.

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the PHA, a live-in aide may reside in the unit with an elderly person or a person with disabilities as a reasonable accommodation if requested by individuals with disabilities.

The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities. The live-in aide must have the approval of the PHA prior to residing in the unit. The PHA's Reasonable Accommodation Committee will make the decision regarding whether to grant the request for a live-in aide as a reasonable accommodation.

The PHA will not approve assistance for a person to live in a group home if documentation in the individual's file indicates that the person is in need of continual medical or nursing care.

No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

**Group Home Lease and HAP Contract** (24 CFR §982.611)

There will be a separate HAP contract and lease for each assisted person living in a group home.

The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in aide.

**Group Home Rent and HAP Contract** (24 CFR §982.613)

The rent to the owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

*Meaning of pro-rata portion:* for a group home, the term “pro-rata portion” means the ratio derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in-aide.

The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the pro-rata share of the payment standard for the group home size. The prorated share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted and unassisted) living in the group home.

The reasonable rent for a group home is determined in accordance with 24 CFR §982.503. In determining reasonable rent the PHA will consider whether sanitary facilities and facilities for food preparation and service, are common or private.

#### **Maximum Subsidy**

Unless there is a live-in aide, the family voucher size is one bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family voucher size.

The payment standard for a person who resides in a group home is the lower of the payment standard for the family voucher size or the pro-rata portion of the payment standard amount on the PHA payment standard schedule for the group home size.

#### **Utility Allowance**

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size or the authorized voucher size, whichever is less.

#### **Housing Quality Standards**

The PHA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR §982.614.

#### **D. SHARED HOUSING** (24 CFR §982.615)

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family. An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons.

#### **Occupancy**

In shared housing, the unit may be a house or an apartment. A zero or one-bedroom unit may not be used for shared housing.

The PHA may also approve a live-in aide to reside with a family in order to provide care for a person with a disability. The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. The live-in aide must have the

## Chapter 19 Special Housing Types

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approval of the PHA prior to moving into in the unit. The live-in aide may not have any ownership interest in the assisted unit except with a Reasonable Accommodation approval.

The owner of a shared housing unit may reside in the unit as long as the owner is not related to the tenant. The PHA will not approve shared-housing for a person or family who is related by blood, marriage or adoption to a resident owner, even as a reasonable accommodation.

A resident owner may enter into a HAP contract with the PHA for the tenant to reside in the shared-housing unit. However, the owner's occupancy in the shared-housing unit will not be subsidized.

There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared-housing unit.

### **Rent and HAP Contract**

For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five-bedroom unit, the ratio would be 3/5.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set forth in the "Owner Rents, Rent Reasonableness, and Payment Standards" in Chapter 11 of this Administrative Plan.

### **Maximum Subsidy**

For a family residing in a shared housing unit the payment standard is the lower of:

- the payment standard for the voucher size for which the family is eligible, or
- the pro-rata payment standard for the unit size the family has selected.

If the PHA approves a live-in aide as a reasonable accommodation for a participant with disabilities, the live-in aide will be counted in determining the family unit size.

### **Utility Allowance** (24 CFR §982.617(d))

The utility allowance for an assisted family residing in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

### **Housing Quality Standards**

The PHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR §982.618.

### **E. COOPERATIVE HOUSING** [24 CFR §982.619]

The PHA will approve a family living in cooperative housing if it determines that assistance under the program will help maintain affordability of the cooperative unit for low-income families. The PHA will not approve assistance for a family in cooperative housing until the PHA has also determined that the cooperative housing has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

The reasonable rent in cooperative housing is determined in accordance with "Owner Rents, Rent Reasonableness, and Payment Standards" in Chapter 11 of this Administrative Plan. For cooperative housing, the rent to the owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperatives debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any utility.

For a cooperative, rent adjustments are applied to the carrying charge as determined in "Owner Rents, Rent Reasonableness, and Payment Standards" in Chapter 11 of this Administrative Plan.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Housing Choice Voucher Program limitations on rent to the owner. The housing assistance payment will be determined in accordance with the guidelines in "Owner Rents, Rent Reasonableness, and Payment Standards" in Chapter 11 of this Administrative Plan.

The PHA may approve a live-in aide to reside with the family as a reasonable accommodation to provide care for a person with disabilities. The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide will be counted when determining the family unit size.

The live-in aide must have the approval of the PHA before moving into the unit.

#### **Housing Quality Standards**

The PHA will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in "Housing Quality Standards and Inspections" in Chapter 10 of this Administrative Plan, and set forth in 24 CFR §982.401.

#### **F. MANUFACTURED HOMES** [24 CFR §982.620]

The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA will provide assistance for a family that owns the manufactured home and leases only the space.

For a manufactured home owner who is renting the manufactured home space, the monthly housing assistance payment is calculated as the lower of:

- (a) The PHA payment standard minus the total tenant payment; or
- (b) The rent of the manufactured home space (including other eligible housing expenses) minus the total tenant payment.

The payment standard for the family is the lower of the payment standard amount for the family unit size or the payment standard amount for the size (number of bedrooms) of the manufactured home. (The separate fair market rent (FMR) for a manufactured home space is no longer applicable to establishing the payment standard for a manufactured homeowner who is renting the manufactured home space since the payment is assisting the homeowner with other housing expenses.) The PHA payment standard will be based on the applicable HUD published FMR for the area in which the manufactured home space is located.

The PHA may approve a live-in aide if requested as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

The rent of the manufactured home space (including other eligible housing expenses) is the total of:

- (a) the rent charged for the manufactured home space;
- (b) the owner, maintenance and management charges for the space;
- (c) the monthly payments made by the family to amortize the cost of purchasing the manufactured home, including any required insurance and property taxes; and
- (d) the applicable allowances for tenant paid utilities.

The PHA must not approve a lease for a manufactured home space until the PHA determines that the initial rent to owner for the space is reasonable rent, and the rent to owner for the space is a reasonable rent, and the rent to owner for the space must not exceed a reasonable rent during the assisted tenancy. In addition, the PHA must re-determine that the current rent to owner is a reasonable rent at least annually during the assisted tenancy. (See 24 CFR §982.622(b)(2))

Debt service for setup charges incurred by a family may be included in the monthly amortization payments made by the family but not increased debt service due to refinancing. Set-up charges incurred before the family became an assisted family may be included in the amortization cost if monthly payments are still being made to amortize the charges.

If the amount of the monthly assistance payment for a family exceeds the monthly rent for the manufactured home space (including the owner's monthly management and maintenance charges), the PHA may pay the remainder to the family, lender or utility company.

**Housing Quality Standards** [24 CFR §982.621]

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" in Chapter 10 of this Administrative Plan, and as set forth in 24 CFR §982.401. In addition, the manufactured home also must meet the following requirements:

- A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
- A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

**Utility Allowance Schedule for Manufactured Home Space Rental** (24 CFR §982.624)

The utility allowances are the applicable utility allowances from the PHA utility allowance schedule under 24 CFR §§982.517 and 982.624.

**G. HOMEOWNERSHIP** (24 CFR §§982.625-982.643)

**Overview**

The Housing Choice Voucher (HCV) Program permits eligible participants, including participants with portable vouchers, the option of purchasing a home with their voucher assistance rather than renting.

Eligible families will be current HCV program participants. Public Housing residents are also eligible as long as applicable transfer requirements between the Public Housing program and Housing Choice Voucher

program are met and vouchers are available. The Housing Choice Voucher Homeownership Program can only be offered to those eligible for the voucher program.

In addition, families may not owe any outstanding debts to the PHA or other Public Housing Authority, and must have successfully completed a certified homebuyer training program provided by a recognized HUD homeowner-counseling agency.

**Types of Assistance:**

The PHA may provide only one of two forms of homeownership assistance, either:

- Monthly homeownership assistance payments; or
- A single down payment assistance grant.

The PHA provides monthly homeownership assistance payments

A family may receive only one of two forms of homeownership assistance from the PHA. A family that includes a person who was an adult member of the family that previously received either of the two forms of homeownership assistance may not receive the other form of assistance from any PHA.

**Limitation**

The homeownership program is limited to 5% of the total Housing Choice Voucher program administered by the PHA in any fiscal year, provided that elderly or disabled families shall not be subject to the five percent annual limitation. In addition, no more than 20% of the total number of voucher units funded shall be allocated to the homeownership program at any one time. Elderly or disabled families shall not be included in the calculation of the 20% maximum.

**Eligible Types of Homes**

The family approved for homeownership assistance may purchase any of the following types of homes anywhere within Sacramento County:

- A new or existing single-family or condominium home, including a home in a planned use development;
- Cooperative;
- Loft or live/work unit; or
- Manufactured home to be situated on a privately owned lot or on a leased pad in a mobile home park.

The home must already exist or be under construction at the time the family commits to purchasing the unit.

**Portability (24 CFR §982.636)**

The PHA will allow portability of homeownership assistance to another jurisdiction, provided that the receiving jurisdiction is administering a voucher homeownership program and is accepting new families. Public Housing residents may also be eligible as long as applicable transfer requirements between the Public Housing program and the Housing Choice Voucher program are met and vouchers are available. A family's participation in the Housing Choice Voucher program will be subject to the Housing Choice Voucher Homeownership program and policies of the receiving jurisdiction.



The PHA will verify the form of homeownership assistance a family was receiving from the initial PHA. If the family includes an adult household member who previously benefited from a homeownership down-payment assistance grant, the family will not be eligible to receive homeownership assistance from this PHA.

**Family Eligibility Requirements (24 CFR §982.627)**

Participation in the Housing Choice Voucher Homeownership Program is voluntary. Each homeownership participant must meet the general requirement for admission to the Housing Choice Voucher Program as set forth in the Housing Choice Voucher Program Administrative Plan.

The Housing Choice Voucher Program family must also be eligible to participate in the PHA Homeownership Program, as follows:

- Be a first-time Home Buyer;
- Meet minimum income and employment duration requirements;
- Have fully repaid any outstanding debt owed to the PHA;
- Not defaulted on a mortgage securing debt to purchase a home under the homeownership option; and
- Not have any member who has a present ownership interest in a residence at the commencement of homeownership assistance.

**First-Time Homeowner**

Each Housing Choice Voucher Family must be a first-time homeowner, meaning that no member of the household has had an ownership interest in any residence during the three years preceding commencement of homeownership.

A single parent or displaced homemaker who, while married, owned a home with a spouse/partner (or resided in a home owned by a spouse/partner) is considered a “first-time homeowner” for the purpose of the Housing Choice Voucher Homeownership Program. A member of a cooperative who has an existing right to purchase through the lease-purchase agreement also qualifies as a first-time homeowner.

A current participant of the homeownership program who exercises the portability option and purchases another with homeownership assistance is not required to meet the definition of a first-time homeowner.

**Minimum Income Requirement**

At the time the family begins receiving homeownership assistance, the head of household, spouse/partner, and/or other adult household members who will own the home, must have gross annual income of at least equal to the federal minimum hourly wage multiplied by 2,000 hours (e.g. if the federal minimum wage is \$8 per hour, then the family’s gross income must be at least \$16,000.00 per year).

For the purposes of the Housing Choice Voucher Homeownership Program only, the PHA will disregard any “welfare assistance” income in determining whether the family meets the minimum income requirement. Welfare assistance includes Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), food stamps, General Assistance, or other welfare assistance specified by HUD. The disregard of welfare assistance income under this section affects the determination of minimum monthly income in determining initial qualification for the homeownership program.

In the case of an elderly person or person with a disability, the PHA will include welfare assistance for the adult family member who will own the home in determining whether the family meets the minimum income requirement.

The determining income-eligibility for admission to the HCV program, calculation of the family's total tenant payment (TTP), or calculation of the amount of homeownership assistance payments is not affected by this income disregard.

**Employment History**

Each family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance is employed full-time at an average of 30 hours per week and has been continuously employed for one year prior to execution of the sales agreement. One thirty-day break in service during the twelve-month period shall be allowed. The employment history requirement does not apply to elderly participants or participants with disabilities (where the head, spouse/partner, or sole member is elderly/disabled).

**Repayment of Any PHA Debts**

Participants in the HCV Program shall be ineligible for participation in the Housing Choice Voucher Homeownership Program in the event any debt or portion of any debt remains owed to the PHA or any other Public Housing Authority.

**Prior Mortgage Defaults**

If the head of household, spouse/partner or other adult household member who will execute the contract of sale, mortgage, or other loan documents has previously defaulted on a mortgage obtained through the Housing Choice Voucher Homeownership Program, the family will be ineligible to participate in the homeownership program. Default shall be declared when an adult household member does not fulfill his/her mortgage obligations(s) in a timely manner or vacates the premises without making suitable arrangements with the lender(s) and the PHA.

**Family Participation Requirements**

Once a family is determined to be eligible to participate in the program, they must comply with the following additional requirements:

- Complete a homeownership counseling program approved by the PHA prior to issuance of a homeownership voucher;
- Locate the home the family proposes to purchase within a specified time frame;
- Submit a sales agreement containing specific components to the PHA for approval;
- Allow the PHA to inspect the proposed homeownership dwelling to assure that it meets Housing Quality Standards (HQS);
- Obtain an independent inspection whereby the inspector is licensed and certified to evaluate major building systems and components;
- Obtain PHA approval of the proposed mortgage;
- Enter into a written agreement with the PHA to comply with all of its obligations under the Housing Choice Voucher Program, including the Homeownership Option; and
- Use a real estate professional.

### **Homeownership Counseling Program**

A family's participation in the homeownership program is conditioned on the family attending and successfully completing a homeownership and housing counseling program approved by the PHA prior to commencement of homeownership assistance.

The homeownership and counseling program will cover home maintenance, budgeting and money management, credit counseling, negotiating purchase price, securing mortgage financing while avoiding predatory lenders, finding a home, fair housing issues, and the advantages of purchasing and locating homes in areas that do not have a high concentration of low-income families.

The PHA may require families to participate in a PHA-approved homeownership counseling program on an ongoing basis.

### **Locating and Purchasing a Home**

A Homeownership Program Voucher will be issued when the family has met all eligibility requirements, including completing the approved homeownership counseling program and pre-approval of a mortgage loan from a lender. From the time the homeownership voucher is issued, the family will have six months to locate a home to purchase. A home shall be considered if the family submits a proposed sales agreement with the requisite components to the PHA. If a suitable home to purchase is not located within six months, the voucher shall expire. If the family had entered into a contract to purchase but the renovation or construction is not complete within the six-month period, the voucher will be extended by the length of time necessary to compensate for any such construction delay beyond the control of the participant.

The family may convert their Homeownership voucher to a rental voucher at any time during the original six-month period provided the family had a rental voucher previously. If the family resided in Public Housing, the family will not receive a rental voucher but may choose to remain a resident of Public Housing.

Homeownership Voucher holders and Public Housing residents whose assistance expires must wait one year before reapplying to the Homeownership program.

### **Lease-Purchase**

Families may enter into lease-purchase agreements while receiving Housing Choice Voucher assistance. All requirements of the Housing Choice Voucher Program apply to lease-purchase agreements, except that families are permitted to pay an extra amount out-of-pocket to the owner for purchase-related expenses – a homeownership premium. Any homeownership premium, defined as an increment of value attributable to the value of the lease-purchase right or agreement, is excluded from PHA rent reasonableness and subsidy calculation, and must be absorbed by the family. When a lease-purchase participant family is ready to exercise their option, they must apply for the homeownership option. If determined eligible for homeownership assistance, the family may be admitted to the homeownership program and must meet all the requirements. Such families may be allowed to expedite their counseling requirement in light of their more abbreviated home search.

### **Sales Agreement**

Prior to execution of the offer to purchase or sales agreement, the family must provide the financing terms to the PHA for approval. The sales agreement must provide for inspection by the PHA and the required independent inspection, and that the purchaser is not obligated to purchase unless such inspections are satisfactory to the PHA. The contract must provide for at least a one-year home warranty. The contract

must also provide that the purchaser is not obligated to pay for any necessary repairs without approval of the PHA and that the purchaser is not obligated to purchase if the mortgage finance terms are not approved by the PHA. It must also contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under 2 CFR Part 2424.

### **Required Inspections**

To assure that the home complies with the housing quality standards of the Housing Choice Voucher Program, homeownership assistance payments may not commence until the PHA first inspects the home. The PHA inspection shall be the initial response to receipt of a sales agreement.

An independent inspection of existing homes covering major building systems also must be completed by a professional selected by the family and approved by the PHA. The independent inspection report must be provided to the PHA. The PHA may disapprove the unit due to information contained in the report or for failure to meet Housing Quality Standards.

### **Financing Requirements**

The proposed financing terms must be submitted to and approved by the PHA prior to close of escrow. Balloon payments and loans that demonstrate predatory practices will not be approved.

Requests to obtain financing for a Home Equity loan will not be approved by the PHA.

The PHA will only approve a request to refinance for the following reasons:

- To allow the homeowner to take advantage of a lower interest rate.
- To allow the homeowner to make necessary major repairs. The amount of cash out to make the repair shall not exceed 2% of the initial loan amount.

All financing changes must be pre-approved by the PHA. Violations may result in termination of the Homeownership voucher.

### **Compliance with Family Obligations**

A family must agree in writing to comply with all family obligations under the Housing Choice Voucher program and PHA homeownership policies. The obligations include (but are not limited to) the following:

- Any information the family supplies must be true and correct.
- The family must disclose and verify social security numbers and employer identification numbers, sign and submit consent forms for obtaining information and supply any other information that the PHA or HUD determines to be necessary
- Submit PHA-required reports on the family's progress in finding and purchasing a home.
- Attend and satisfactorily complete any PHA-required homeownership and housing counseling.
- Select and pay for a pre-purchase inspection by an independent professional inspector.
- Enter into a contract of sale with the seller of the unit and promptly provide a copy of the contract of sale to the PHA.
- Obtain and maintain flood insurance for homes in special flood hazard areas.
- Comply with the terms of any mortgage securing debt incurred to purchase the home.

- Promptly notify the PHA in writing when: the family moves away from the home for an extended period of time in accordance with PHA policies; or before the family moves out.
- Allow only PHA-approved family members, live-in aides or foster child(ren) to live in the home.
- Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child, and request the PHA's written approval to add any other family member as an occupant of the home. Promptly notify the PHA in writing if any family member no longer lives in the home.
- Supply any information required by the PHA or HUD concerning any:
  - mortgage or other debt and information on any satisfaction or payment of the mortgage debt; any sale or other transfer of any interest in the home; or the family's homeownership expenses.
- Promptly notify the PHA in writing if the family defaults on a mortgage securing any debt incurred to purchase the home.
- Refrain from committing fraud, bribery or any other corrupt or criminal acts in connection with any Federal housing program
- Refrain from engaging in drug-related criminal activity or violent criminal activity.
- Refrain from leasing, subletting/subleasing, transferring or conveying the home except to grant a mortgage on the home for debt incurred to finance the purchase of the home.
- Refrain from receiving homeownership assistance while receiving any other housing subsidy for the same home or a different unit under any federal, state or local housing assistance program.
- Comply with any additional PHA requirements for family search and purchase of a home and continuation of homeownership assistance for the family.

#### **Amount of Assistance**

The amount of the monthly housing assistance payment (HAP) will be based on three factors:

- The voucher payment standard for which the family is eligible;
- The monthly homeownership expense; and
- The family's household income

The PHA will pay the lower of either the payment standard minus the total tenant payment (TTP) or the family's monthly homeownership expenses minus the TTP. The HCV family will pay the difference.

#### **Determining the Payment Standard**

The payment standard used at the annual reexaminations is the higher of the current payment standard that would otherwise apply to the family or the payment standard amount used for the family at the commencement of its homeownership assistance.

The PHA establishes the payment standard at the commencement of the assistance by using the lower of the payment standard of the family unit size or the payment standard for the size of the home. The payment standard amount may increase for the family in the particular unit, but the payment standard will never decrease below the initial amount applicable to the family when the homeownership commenced.

#### **Determining Monthly Home Ownership Expense**

Monthly homeownership expense includes all of the following:

- Principal and interest on the initial mortgage and any Mortgage Insurance Premium (MIP) incurred to finance the purchase and any refinancing of such debt;
- Real estate taxes and public assessments;
- Homeowner's insurance;
- Maintenance expenses per PHA allowance;
- Costs of major repairs and replacements per PHA allowance (replacement reserves);
- Utility allowance per PHA's schedule of utility allowances;
- Principal and interest on mortgage debt incurred to finance major repairs;
- Replacements or improvements for the home, including changes needed to make the home accessible; and
- Homeowner association (HOA) dues, fees or regular charges assessed, if any.

Homeownership expenses for a cooperative member may only include PHA approved amounts for the cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home, principal and interest on initial debt incurred to finance purchases of cooperative membership shares and refinancing of such debt, home insurance, allowances for maintenance expenses, major repairs and replacements and utilities, and principal and interest on debt incurred to finance major repairs, replacements, or improvements, including changes needed to make the home accessible.

#### **Determining the Family Contribution**

The Total Family Contribution (TFC) is that portion of the homeownership expense that the family must pay. TFC is generally 30% of the family's adjusted income, plus any gap between the payment standard and the actual housing cost. All family income (including public assistance) will be counted to determine the family's adjusted monthly income for purposes of determining the amount of assistance for which the family is eligible.

At year 11 of the homeownership participation, the PHA will consider the value of the home as an asset in determining the family's annual income and the household's contribution.

#### **Payment to the Family or Lender**

The PHA will make the housing assistance payment directly to the family. The family is responsible for paying their monthly mortgage payments on-time to the lender. The family may be required to submit a mortgage statement at least twice per year for compliance purposes.

#### **Buying Another Home with Housing Choice Voucher Homeownership Assistance**

The family can move to another unit under the Housing Choice Voucher Homeownership program after five years provided there are no mortgage defaults, no late payments and no violations of the homeownership obligations during the previous year.

The PHA may deny permission to move to a new unit with continued assistance if it is determined that it does not have sufficient funding to provide additional assistance.

The PHA will not commence housing assistance payments for occupancy of the new unit so long as any family member owns any title or other interest in the previous unit.

All initial requirements for the Housing Choice Voucher Homeownership program must be met with the exception of the requirement that the family must be a first-time homeowner.

The PHA may require that the family complete additional counseling before and after moving to a new unit under the homeownership program.

Time limits for participation in the homeownership program applies to the cumulative time the family may receive homeownership assistance.

**Maximum Term of homeownership assistance/ Time Limits CFR §982.634**

The maximum terms during which a family can receive homeownership assistance are:

- 15 years if the initial mortgage has a term of 20 years or longer.
- 10 years in all other cases.

Time limit applies from the initial purchase, regardless of whether the family moves to a new unit.

Time limits do not apply to elderly and disabled families. The family must be considered an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies at any time during receipt of homeownership assistance the family qualifies as a disabled family.

**Grounds for Termination of Homeownership Assistance**

A family's homeownership assistance may be terminated if the family fails to comply with its obligations under the Housing Choice Voucher Program, PHA homeownership policies, or if the family defaults on the mortgage. Additional grounds for termination are met when the family fails to:

- Attend and complete ongoing homeownership and housing counseling classes.
- Comply with the terms of any mortgage incurred to purchase and/or refinance the home.
- Provide the PHA with a 30-day written notice of: any sale or transfer of any interest in the home (including a short sale or foreclosure), any plan to move out of the home prior to the move, the family's household income and homeownership expenses on an annual basis, any notice of mortgage default received by the family, any loan modification or refinancing contracts, and any other notices that may be required pursuant to the PHA homeownership policies. Except as otherwise provided in this section, the family may not convey or transfer the home to any entity or person other than a member of the assisted family while receiving homeownership assistance.

Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, the PHA will terminate homeownership assistance beginning the month after the family moves out. Neither the family nor the lender is obligated to reimburse the PHA for homeownership assistance paid for the month the family moves out.

A participant in the Housing Choice Voucher Homeownership Program shall be entitled to the same termination notice and informal hearing procedures as set forth in the Administrative Plan of the Housing Choice Voucher Program.

**Recapture of Assistance**

The PHA will not impose or enforce any requirement for recapture of voucher homeownership assistance on the sale or refinancing of a home purchased with assistance under the homeownership program.

**Default and Continued Participation in the Housing Choice Voucher Program**

The PHA is required to terminate homeownership voucher assistance for a family that defaults on a mortgage loan and is dispossessed from the home under a judgment or order of foreclosure.

If the mortgage loan is not insured by the FHA, the PHA will not allow the family to move to a new unit with rental assistance.

If the family defaults on a mortgage insured by FHA, the PHA may not approve rental assistance for the family unless the family has both:

- Conveyed title to the home, as required by HUD, to HUD or HUD's designee; and
- Moved from the home within the period established or approved by HUD.

The PHA may not allow the family to purchase another unit with homeownership assistance if the family defaults on any mortgage loan (FHA or non-FHA) and is dispossessed of the home under a judgment of foreclosure.

**Administrative Fee**

For each month that homeownership assistance is paid by the PHA on behalf of the family, the PHA shall be paid the ongoing administrative fee described in 24 CFR §982.152(b).

**Program Changes**

The Assistant Director shall have the discretion to waive or modify any provision of the Housing Choice Voucher Homeownership Program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives.

Mortgage Defaults: the PHA may permit the family to move with continued homeownership assistance if the default is due to catastrophic medical reasons or to the impact of a federally declared disaster.

**H. MODERATE REHABILITATION PROGRAM** [24 CFR Part 882 Subpart D and E]

The Moderate Rehabilitation (Mod Rehab) Program was established through the Housing and Community Development Amendment of 1978 to bridge the gap between Section 8 Substantial Rehabilitation and Section 8 Rental Assistance and was intended to upgrade marginally deteriorated existing buildings for use as assisted rental housing. The program was repealed in 1991 and no new projects are authorized for development.

**Family Outreach**

The PHA may use a dedicated waiting list or accept referral based on the specifications in the Mod-Rehab Housing contract. .

**Tenant Selection**



All vacant units under the HAP contract must be rented to eligible families referred by the PHA. The owner must be willing to accept applicants from the waiting list to fill vacant units when they meet the owner's selection criteria in order for the unit to continue to be eligible under the HAP contract. Owners may reject referrals from the PHA for reasons related to suitability. The owner must provide the PHA the reason for rejection of the referrals made to Mod Rehab units in writing.

The PHA is responsible for obtaining income, asset and allowance information, conducting verifications and determining tenant eligibility and rent. Applicants taken off the waiting list will be requested to complete a full application to determine final eligibility. Families whose Total Tenant Payment, computed in accordance with federal regulations, exceed the current Gross Rent for the Mod Rehab for the Mod-Rehab unit will not be admitted.

If the PHA is unable to refer a sufficient number of interested applicants from the waiting list within 30 days of the owner's notification of the vacancy, the owner may advertise or solicit applicants and refer the families to the PHA for application, verifications, and eligibility determination.

#### **Determining Unit Size**

The size of the families referred to the Mod-Rehab unit is based on the number of bedrooms available in the unit pursuant to the Subsidy Standard schedule in this plan.

When a change in family composition requires a change in bedroom size, the PHA will determine whether the unit is overcrowded or under-occupied, in which case the owner must offer the family a suitable alternative unit should one be available and the family will be required to move.

If the owner does not have a suitable available unit, the PHA must assist the family in locating other standard housing in the locality within the family's ability to pay and require the family to move to such a unit as soon as possible. In no case will a family be forced to move nor will housing assistance payments under the contract be terminated unless the family rejects, without good reason, the offer of a unit the PHA deems acceptable.

#### **Statement of Family Responsibilities, and Briefing**

After the family has been determined eligible, the family will receive a Statement of Family Responsibility for participation in the Mod-Rehab Program at a briefing. Families who fail to attend two scheduled briefings without prior notification and approval from the PHA may be denied admission based on failure to complete the certification process.

The PHA will conduct the briefing in group or individual sessions and will provide a full explanation of the following:

- The family obligations as set forth in the Statement of Family Responsibility and the program regulations;
- The fact that the subsidy is tied to the unit and the family must occupy a unit rehabilitated under the program;
- The family's options under the program should the family be required to move due to an increase or decrease in family size;
- Information as to the Family Rent; and
- The schedule of Allowances for Utilities.

### **Lease Agreement**

The owner and tenant must execute a lease agreement and provide an executed copy to the PHA.

### **Housing Quality Standards and Inspections**

In addition to the inspections identified in this plan, the PHA will conduct a move-out or vacate inspection at the owner's request only if the owner intends to file a claim for damages and vacancy loss (see Vacancy Loss in the Glossary).

If the owner fails to comply with Housing Quality Standards (HQS) and other obligations under the contract, the PHA will abate the housing assistance payment for that unit until the owner is in compliance. If the owner fails to meet the compliance requirements within the timeframe specified under the abatement, the assistance for that unit will be terminated.

The termination of any affected unit does not automatically terminate the entire contract. However, the contract will be amended to reduce the number of eligible units to exclude units the owner failed to bring into compliance with the HQS contract.

Upon amendment or termination of a contract, the family may elect to stay in the unit and pay market rent; however, their rental assistance will terminate since the units does not meet HQS and was removed as an assisted unit under the contract.

If an owner evicts an assisted family in violation of the contract or otherwise breaches the contract, and the contract for the unit is terminated, and if the family was not at fault and is eligible for continued assistance, the family may continue to receive housing assistance through the conversion of the Moderate Rehabilitation assistance to tenant-based assistance under the Section 8 certificate or voucher program. The Family must then be issued a certificate or voucher, and treated as any participant in the tenant-based program.

The family will be issued a voucher, which must be used in a non-Mod-Rehab project. The unit will continue to count as a Mod-Rehab unit and will remain part of the Mod-Rehab Annual Contributions Contract (ACC), which provides for such a conversion of unit(s). No amendment to the ACC is necessary to convert to a voucher.

### **Contract Rent Adjustments**

Contract rent adjustments are based on the published Annual Adjustment Factor (AAF). The AAF is applied to the original base rent in place at the time of the HAP contract execution. Rent changes will be applied annually at the anniversary date of the HAP contract.

### **Family Moves**

The Mod-Rehab Program provides a project-based type of assistance, which is tied to the unit under contract. Therefore, if a family vacates the unit, no additional assistance will be available to the family unless the family transfers to another Mod-Rehab unit with the approval of the PHA and the property owner.

Any for-cause termination of lease agreements must be carried out through the judicial process under state and local law. The owner cannot terminate or refuse to renew the lease except upon the following grounds:

- Serious or repeated violation of the terms and conditions of the lease;
- Violation of applicable federal, state or local law; or
- Other good cause.

The owner must serve a written termination of tenancy notice on the family stating the date the tenancy will terminate.

### **Vacancy Loss**

Vacancies after initial occupancy:

1) If an eligible family vacates a unit (other than as a result of action by the owner in violation of the lease or the contract or any applicable law), the owner may receive the housing assistance payments due under the contract for so much of the month in which the family vacates the unit as the unit remains vacant. Should the unit remain vacant, the owner may receive from the PHA a housing assistance payment in the amount of 80% of the contract rent for a vacancy period not exceeding one additional month. However, if the owner collects any of the family's share of the rent for this period, the payment must be reduced to an amount which, when added to the family's payment, does not exceed 80% of the contract rent. The owner must reimburse the PHA for any such excess rents. The owner will not be entitled to any payment under 24 CFR Part 882.411(b)(1) unless the owner:

- immediately upon learning of the vacancy, notifies the PHA of the vacancy or prospective vacancy; and
- has taken and continues to take all feasible actions specified in paragraphs 24 CFR Part 882.411(a)(2) and (3).

2) If the owner evicts an eligible family, the owner will not be entitled to any payment under paragraph 24 CFR §882.411 (b)(1) unless the PHA determines that the owner complied with all requirements of the Contract.

Prohibition of double compensation for vacancies: The owner will not be entitled to housing assistance payments with respect to vacant units under this section if the owner is entitled to payments from other sources (for example, payments for losses of rental income incurred for holding units vacant for relocated pursuant to Title I of the HCD Act of 1974 or payments for unpaid rent under 24 CFR Part 882.414 (see 24 CFR §882.411(c)).

### **Denial or Termination of Assistance**

In accordance with 24 CFR §882.413 the PHA may terminate assistance to Mod-Rehab participants for the following reasons:

- Failure to comply with all provisions of the lease agreement;
- Failure to maintain tenant-responsible utilities; and
- Failure to fulfill all obligations under the Statement of Family Responsibility, which include the following:
  - ◆ Providing such family income information and records as may be required in the administration of the program;
  - ◆ Permitting inspection of its dwelling unit at reasonable times after reasonable written notice;

- ◆ Giving at least 30 days' notice in writing to the PHA of the family's intent to vacate the unit;
- ◆ Cooperating with the PHA in finding another unit when the family is no longer eligible for the contract unit it occupies because of a change in family size;
- ◆ Not assigning the lease or subleasing the premises;
- ◆ Not providing accommodations for boarders or lodgers; and
- ◆ Not engaging in drug-related criminal activity or violent criminal activity, including criminal activity by any family member.

Please refer to chapter 18 of this Administrative Plan for the complaints and appeals process for all Special Housing Types.

#### **I. RENTAL ASSISTANCE DEMONSTRATION (RAD) HOUSING**

The PHA received approval to implement a RAD program and plans to convert other public housing units to RAD in the future. As families transition from public housing to other forms of rental assistance, the PHA is committed to assisting the families to transition smoothly and to preserving their rights and protections. The PHA is committed to complying with all Notices, regulations and applicable rules issued by HUD.

- a. **Termination Notification.** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD and to non-RAD PBV units located at the Covered Project. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction (which MTW agencies may not alter), the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall be:
  - i. A reasonable period of time, but not to exceed 30 days:
    1. If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
    2. In the event of any drug-related or violent criminal activity or any felony conviction;
  - ii. Not less than 14 days in the case of nonpayment of rent; and
  - iii. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

**b. Grievance Process.** Pursuant to requirements in the RAD Statute, HUD is establishing additional resident procedural rights to comply with section 6 of the Act.

For the termination of assistance and several other PHA determinations, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:

- i. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(v),<sup>40</sup> an opportunity for an informal hearing must be given to

residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.

1. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(v), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
  2. For any additional hearings required under RAD, the Project Owner will perform the hearing.
- ii. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or Contract Administrator.
  - iii. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
  - iv. The Project Owner provides opportunity for an informal hearing before an eviction.
- c. Eligibility upon Conversion (Notice H-2019-09 PIH-2019- 23 (HA))  
At conversion, current households cannot be excluded from occupancy at the Covered Project based on any rescreeing, income eligibility, or income targeting. With respect to occupancy in the Covered Project, current households in the Converting Project will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. Post-conversion, the tenure of all residents of the Covered Project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified by HUD.
- d. Under-Occupied Unit.  
If a family is in an under-occupied unit under 24 CFR § 983.260 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within 30-days. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes available in the Covered Project, 24 CFR § 983.260 is waived for current residents remaining or returning to the Covered Project.

## **J. ENHANCED VOUCHERS**

Enhanced Vouchers are a form of "Tenant Protection Vouchers" that are provided to tenants living in properties with private, project-based assistance when an "eligibility event," as defined in Section 8(t)(2) of the Housing Act of 1937, takes place.

### **Enhanced Voucher Payment Standard and Minimum Rent**

A higher "enhanced" payment standard is used to determine the amount of the housing assistance payment when the gross rent of the unit exceeds the normally applicable PHA payment standard. Second, the family must continue to contribute towards rent an amount that is at least the amount the family was

paying for rent at the time of the eligibility event. This minimum rent contribution is known as the enhanced voucher minimum rent.

If the enhanced voucher family's rent suffers a significant decrease in income (a decrease of at least 15 percent from the family income on the date of the eligibility event Section 8(t) further provides that the enhanced voucher minimum rent changes from the dollar amount the family was paying for rent to the percentage of income the family was paying for rent at the time of the eligibility event. Specifically, for families who were previously unassisted on the eligibility event, the family's revised enhanced voucher minimum rent is the greater of (A) the percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event, or (B) 30 percent of the family's current adjusted monthly income. For families who were previously assisted under a project-based or tenant based contract on the eligibility event, the family's revised enhanced voucher minimum rent is the greater of

(A) the percentage of adjusted monthly income the family Total Tenant Payment (TTP) or the voucher family share on the effective date of the eligibility event, or

(B) 30 percent of the family's current adjusted monthly income.

If the family's income subsequently increases to an amount where the dollar value of the family's enhanced voucher minimum rent established by the percentage of income calculation is more than the original enhanced voucher minimum rent, the family's enhanced voucher minimum rent reverts to the original enhanced voucher minimum rent. The original enhanced voucher minimum rent is the maximum enhanced voucher minimum rent that is applied to the family.

#### Over-Housed Family

Once the PHA determines the family is over-housed, the PHA must inform the family. If the family indicates they wish to remain at the project with enhanced voucher assistance, the PHA must inform the owner of the project that the family is in an over-sized unit. The PHA and the owner will work together to identify an available appropriate size unit according to PHA subsidy standards at the project.

The over-housed family must move to an appropriate size unit in the project if one is available in order to receive enhanced voucher assistance. The enhanced voucher housing assistance payment calculation is based on the gross rent of the appropriate size unit.

If an over-housed enhanced voucher family refuses to move to the appropriate size unit, and one exists and is available for occupancy, the PHA will calculate the family's housing assistance payment for the over-sized unit based on the normally applicable voucher subsidy formula using the applicable payment standard established by the PHA for its voucher program (see 24 CFR §982.402(c) and (d)). The family will be responsible for any amount of the gross rent not covered by the housing assistance payment.

Chapter 20 **PROGRAM INTEGRITY**

**INTRODUCTION**

This chapter covers HUD and PHA policies designed to detect, investigate, resolve, and prevent instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

The PHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained. The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

**A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

Under no circumstances will the PHA undertake an inquiry or an audit of a participating family arbitrarily. The PHA's expectation is that participating families will comply with all rules and requirements of the program. The PHA staff will make every effort to educate all families in order to avoid unintentional program violations. The PHA has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and to investigate reports of possible abuse.

The PHA will initiate an investigation and any subsequent follow-up of a participating family only in the event that one or more of the following circumstances occur:

- Referrals, complaints, or tips from other agencies, companies or persons that are received by mail, by telephone, through SHRA's website, or through e-mail alleging that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. If available, a copy of the allegation will be retained in the family's file.
- Internal file review reveals information, documents, reports or facts that conflict with file data, the PHA's knowledge about the family, or statements made by the family.
- The PHA receives independent verification or documentation that conflicts with representations in the family's file

**B. EXAMPLES OF FRAUD AND PROGRAM ABUSE**

An applicant, participant, or owner in the HCV program must not knowingly:

- Make a false statement to the PHA;
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- Pay or accept rent amounts over the amount authorized by the PHA.
- Offer bribes or illegal gratuities to the PHA Board of Commissioners, City Council, Board of Supervisors, employees, contractors, owners, third parties, or other PHA representatives;
- Offer payments or other incentives to any third party as an inducement to make false or misleading statements to the PHA on the family's behalf;
- Use a false name;
- Use falsified, forged or altered documents;

- Misreport family information or circumstances (e.g. income, family composition); or,
- Omit facts that were known by a family member (e.g., failing to report employment income).

**C. STEPS THE PHA WILL TAKE TO MAINTAIN PROGRAM INTEGRITY**

The PHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants, participating families, and owners. The PHA staff will maintain a high level of awareness to indicators of possible abuse and fraud by program participants. In determining fraud, the PHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by program participants.

**The PHA will:**

**Educate Program Applicants and Participants**

- Provide applicants and participants with information that explains the types of actions a family must take to avoid committing fraud and the penalties for program abuse;
- Conduct mandatory briefing sessions for all prospective program participants, either prior to or upon issuance of a voucher;
- Include a warning statement about the penalties for fraud on key PHA forms and form letters that request information from a family or owner; and
- Post informative signage in a common area (e.g. lobby) to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

**Perform Quality Control File Reviews**

HCV management / authorized staff will review caseworker files to ensure that:

- Verifications of all income have been submitted in accordance with guidelines. (Refer to Admin Plan, Chapter 7, Section A, Methods of Verification and Time Allowed).
- All allowable deductions are documented (Refer to Admin Plan, Chapter 7, Section H, Verifications of Allowable Deductions from Income).
- Adjusted income is calculated correctly.
- File documents are authentic.
- All forms are correctly dated and signed.

**Utilize Enterprise Income Verification**

The Enterprise Income Verification (EIV) HUD system will be used by authorized staff to validate tenant-reported income and to supplement tenant-provided documents.

**Observation of File Data Integrity**

The PHA management and staff will maintain awareness of circumstances that may indicate program abuse or fraud. The PHA will provide continuous training to staff regarding program rules and regulations.

**Sacramento County Sheriff's Department and Court Screening**

The Agency may screen daily court records of current program participants for drug/ alcohol related criminal activity, violent criminal activity, or criminal activity that disturbs the peaceful enjoyment of



residents in the vicinity of the family's subsidized unit. The results of this public information screening may be kept in the client's file.

**Fraud Hotline**

The PHA will maintain a public fraud hotline.

**Confidentiality of Criminal History Background Records**

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal records will be housed in a secured location with access restricted to individuals responsible for such screening while needed by staff for screening for criminal behavior. Misuse of the above information by any employee may be grounds for termination of employment.

If the family is determined eligible for initial or continued assistance, the PHA's copy of the criminal record will be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information will be shredded immediately upon completion of the informal review or informal hearing, issuance of the final decision, and expiration of any appeal deadline.

The PHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the criminal history record.

**D. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF FRAUD AND PROGRAM ABUSE**

If the PHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor program compliance will conduct the investigation. As appropriate, the PHA will secure the written authorization from the program participant for the release of information. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the following:

- Determine whether there is financial activity that conflicts with the reported income of the family via credit bureau inquiries (with proper authorization by the participant or applicant);
- Contact employers or ex-employers to verify wages that may have been previously undisclosed or misreported;
- Interview neighbors and/or other witnesses who are believed to have knowledge of facts pertaining to the PHA's review. In such instances, the client's privacy will be protected by the PHA;
- Contact investigators, caseworkers or representatives of other benefit agencies;
- Review public records kept in any jurisdictional courthouse such as real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records;
- Investigate allegations against a participant/applicant or owner. This review will consist of an internal review of the file or information received to determine the nature of the allegation(s). A determination will be made whether or not the information reported has been previously disclosed

to the PHA. The PHA will make a determination as to which is the most appropriate authority to perform any follow-up investigation;

- Conduct a Mandatory Tenant Conference (MTC) to exchange information regarding the allegation(s) with the head of household and / or adult member(s) of the family.; and/or
- Contact current and /or previous landlords or housing providers.

#### **Mandatory Tenant Conference for Allegations of Violations and Misrepresentations**

When the PHA suspects that misrepresentation(s) may have occurred, a mandatory tenant conference may be scheduled with the family representative and a PHA staff person who is knowledgeable about the circumstances of the case.

This Mandatory Tenant Conference will take place prior to any proposed action by the PHA. The purpose of this fact-finding interview is to:

- Review the information obtained by the PHA with the participant;
- Provide the participant an opportunity to explain any documents or other findings that conflict with representations made by the family;
- Consider any new information, documents or relevant or mitigating circumstances presented by the family; and
- Assist the PHA in determining the course of action most appropriate for the case.

#### **E. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud);
- The seriousness of the offense;
- Whether the violation was intentional or unintentional;
- What amount of money (if any) is owed by the family or owner;
- Whether the family and/or owner are eligible for continued program participation.

#### **Procedures For Documented Violations**

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

A warning notice may be mailed to the family if the family is found to be in violation of PHA procedure, policy and/or family obligation. This notice will include the following:

- A description of the alleged abuse or fraudulent activity;
- The corrective action to be taken by the family or PHA to remedy the situation;
- The date by which the violation must be corrected or the procedure complied with;
- The action, the PHA will take if the procedure or obligation is not complied with by the date specified by the PHA; and
- The consequences of repeated (similar) violations.

**F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA**

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a secured area. Such cases under review will not be discussed among PHA staff unless they are involved in the process, or have information which may assist in the investigation. Any notes or documents taken or made by the staff person investigating the case will remain internal work product. Any and all communications, documents, notes, recordings, etc. between the PHA's legal counsel and the staff person investigating the case are attorney-client privileged, confidential, and not subject to disclosure.

**G. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to appropriate management staff. It will then be determined what action, if any, is appropriate.

**Penalties For Program Abuse**

In the case of program abuse caused by a family, the PHA may impose any of the following remedies:

- Require the family to repay excess subsidy amounts paid by the PHA within 60 days;
- Require, as a condition of continuing assistance, that a culpable family member not reside in the unit;
- Deny or terminate the family's assistance; and/or
- Refer the family for state or federal criminal prosecution.

**Family Reimbursement to PHA**

In the case of the family-caused errors or program abuse, the family will be required to repay any excess subsidy received and/or be terminated. See Administrative Plan, Chapter 17, Debts to the PHA.

**Notification to Participant of Proposed Action**

The PHA will provide written notification to the family of the proposed action no later than thirty (30) days after the Mandatory Tenant Conference.

At the conclusion of the investigative review, the reviewer will report the findings to appropriate management staff. It will then be determined what action, if any, is appropriate.

**Prohibited Activities**

Any of the following will be considered evidence of program abuse by PHA staff:

- Violating any HCV program requirements for the purpose of personal gain;
- Violating any HCV program requirement because of a conflict of interest relationship with any applicant, participant, or owner;
- Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to the PHA;
- Disclosure confidential information to outside parties;

- Profiting as a result of insider knowledge of PHA activities, policies, or practices;
- Misusing HCV funds;
- Destroying, concealing, removing, or inappropriately using any records related to the HCV program;
- Embezzling and falsifying accounts as defined in the California Penal Code; or
- Committing any other corrupt or criminal act in connection with any federal housing program.

**The Consequences of Rule Violations**

Any violation of prohibited activities shall be addressed as specified in the PHA's personnel policies on Discipline, Dismissal, and Review.

**H FRAUD AND/OR MISREPRESENTATION COMMITTED BY A PERSON OR GROUP.**

The PHA may refuse to conduct business in any capacity with the individual or group that has engaged in activities including, but not limited to, misrepresentation, duplicitous activity, fraud, or is complicit in any such activity related to business with SHRA.

**I. ELECTRONIC SIGNATURES** (CA Civil Code Section 1633.1 – 1633.17)

The PHA may use electronic signature in lieu of manual signature for documents and contracts. The PHA may use various electronic systems for electronic signatures including but not limited to DocuSign and SHRA Resident Portal. The use is at the option of the parties to the transaction. When using electronic signature, it is under the sole control of the person using it. Electronic signature shall have the same force and effect as a manual signature.

Requests for public records, pertaining to information regarding an assisted household, will require a release of information form with a wet signature.

Although the PHA may use electronic signatures in lieu of manual signatures for documents and contracts, electronic signatures may not be used for Third Party Release of Information forms. Given their sensitive nature, Third Party Release of Information forms need to be executed with a wet signature, as a wet signature can be more efficiently verified.

Chapter 21 **PROJECT-BASED VOUCHER PROGRAM**

**A. OVERVIEW OF PROJECT-BASED VOUCHER PROGRAM**

**INTRODUCTION**

The US Department of Housing and Urban Development (HUD) published a final rule for Project Based Vouchers on October 13, 2005. This governs how the PHA manages project-based vouchers from November 14, 2005 forward, along with subsequent amendments to the regulations and subsequent statutory changes including changes contained in the Housing and Economic Recovery Act of 2008.

The PHA will **allocate** project base vouchers to serve homeless families and individuals, and/or to preserve and/or to supplement affordable housing units, by issuing Requests for Proposals as deemed necessary.

The PHA will not be required to reduce the number of PBV units under contract if the Budget Authority is subsequently reduced, but will look first to reducing the number of tenant-based vouchers. No additional funding is provided for this program for either Housing Assistance Payments (HAP) or Administrative costs.

Regulations governing tenant-based vouchers found at 24 CFR Part 982 also govern project-based vouchers, except where the differences are spelled out in the final rule as defined above, and in 24 CFR Part 983 and the PHA's Administrative Plan and any subsequent legislation. The Administrative Plan seeks to clarify areas where the PHA has discretion, but will not repeat all of the regulatory language contained in these documents.

SHRA is a joint powers authority, answering to the SHRA's Commission, the City Council and the County Board of Supervisors to oversee the City and County Redevelopment Agency Successor Agencies and the City and County Housing Authorities. Only the Sacramento County PHA manages the Housing Choice Voucher Program which includes the administration of project based vouchers.

The PHA will make units project based in new construction projects, rehabilitation projects, and or existing projects, as defined in a Request for Proposal (RFP). The PHA will not project-base more than 25 units or 25%, whichever is greater, of the units in a building unless the project meets the following exceptions, and the exceptions were allowed under the specific RFP at the time of consideration. The exceptions to the 25% unit limitation are:

- Units in single family homes (four units or less)
- Units in a multifamily building that are made available to qualifying families. Qualifying families means:
  - (a) elderly families and or disabled families and/or
  - (b) families receiving qualifying supportive services. (see Supportive Services for Homeless Families) are described in (6) in this chapter.

The PHA is committed to providing project based vouchers with supportive services to families in order to encourage independence and self-sufficiency. This may include families with multiple challenges (such as family members who are disabled and include minor children), or elderly or disabled families.

**New Construction**

New construction is defined as housing units that do not exist on the proposal selection date, and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the PBV program. New construction projects must be completed within a two-year period after approval of the proposal unless an extension is approved by the PHA.

**Rehabilitation**

Rehabilitation is defined as housing units that exist on the proposal selection date, but do not substantially comply with Housing Quality Standards (HQS) on that date, and are developed, pursuant to an Agreement between the PHA and owner, for use under the PBV program and will cost in excess of \$5,000 per unit to make minimal improvement so that they can pass HQS.

**Existing Housing**

Housing units that already exist on the proposal selection date and that generally will be considered to substantially comply with the HQS if those units can be made to pass inspection after an infusion of less than \$5,000 per unit. (The units must fully comply with HQS before execution of the HAP contract.)

**B. PROPOSAL SELECTION PROCEDURES**

The PHA will select project-based rental units based on a competitive process.

**Competitive Process**

At any time, the PHA may choose to make PBV available in the community (from the HCV tenant based voucher allocation) by initiating a competitive process. A Request for Proposals (RFP) will be published in a newspaper of general circulation and on the SHRA website in order to provide broad public notice of the opportunity to apply for project-based vouchers. The RFP will list the submission deadline and the date and time for a bidder conference. It will include guidelines for the proposal and the evaluation criteria to be used. This RFP is established pursuant to Title 24 of the Code of Federal Regulations, part 983, Subpart B (Selection of PBV Owner Proposals). Procurement will be consistent with PHA's procurement policy and all relevant regulations.

The PHA may also choose to make PBVs available from the VASH tenant based vouchers or competitively apply for additional HUD VASH PBVs when such funding is made available by HUD. The vouchers would be made available to owners and developers through a competitive local process.

**Non-Competitive Process**

A PHA may provide PBV assistance to improve, develop, or replace a public housing property or property that it controls or has an ownership interest in without using a competitive process (H.R. 3700 Housing Opportunities Through Modernization Act of 2016, Section 106).

The PHA may also add units to a PBV HAP Contract without engaging in a competitive process in order to preserve funding or provide additional resources to serve homeless families. As of April 18, 2017, any existing PBV HAP contract, including a contract entered by to April 18, 2017, may be amended to add units by mutual agreement of the PHA and owner without competitive process.

### **Proposal Requirements**

The goal of project-basing vouchers is to ensure long-term viability of affordable housing across a broad continuum of housing types within the County of Sacramento. The RFP will outline the type of project (i.e. existing, or new construction or rehabilitation) to be funded. The Housing Authority is committed to preserving affordable housing and building new housing with priorities to serve the homeless and extremely low income families.

The selected project must focus on de-concentrating poverty and expanding housing and economic opportunities that meets the following goals of the Agency:

- ◆ revitalize areas through physical rehabilitation of housing and enrich the quality of life in rental housing by investing in resident services;
- ◆ provide housing resident self-sufficiency programs;
- ◆ develop the work force;
- ◆ create jobs;
- ◆ revitalize commercial areas;
- ◆ encourage business activities in low income areas; and
- ◆ provide public amenities.

The proposal must be submitted by the property owner and will be evaluated based on its merit.

The proposal shall include:

1) **Description of How the Applicant Meets the Need for Affordable Housing as defined in the Consolidated Plan:**

Affordable housing is needed especially to serve the following groups:

- (a) Low-income families who are living in substandard housing,
- (b) Low-income families who are paying more than 50% of their income for housing,
- (c) Disabled families,
- (d) Homeless families,
- (e) Veteran families,
- (f) Elderly families.

2) **Description of How the Proposed Housing De-concentrates Poverty and Expands Housing and Economic Opportunities:**

In order to de-concentrate poverty, the housing development must be located in a low poverty census tract, defined as where less than 14.1% of the population has income less than the poverty level as measured by the 2010 Census. The average poverty rate for the County of Sacramento was 18.2% as of the 2014 Census American Community Fact Finder.

If the census tract where the project-based vouchers are proposed is not in a low poverty census tract, a narrative must be provided showing that:

- a) The project site is in a census tract that is a HUD-designated Enterprise Zone, Economic Community, or Renewal Community, or
- b) The project site is in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition, or
- c) The project site is in a census tract which the proposed PBV development will be located is undergoing significant revitalization, or

- d) State, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement of de-concentrating poverty and expanding housing and economic opportunities, or
- e) New market rate units are being developed in the same census tract as the proposed project and it is likely that the market rate units will reduce the poverty rate for the census tract, or
- f) The project site is in a census tract with greater than 20% poverty but in the last five years there has been an overall decline in the poverty rate; and/or
- g) The project site is in a census tract with meaningful opportunities for education and economic development.

This criterion is met if one of the above is met.

3) The State of Housing to Be Funded

The state of housing:

- New construction, defined as housing units that do not exist at the time of proposal selection
- Housing to be rehabilitated, defined as existing housing units that do not comply with HQS on the date of proposal selection and will require more than \$5,000 per unit to pass HQS inspection
- Existing housing, defined as housing units which already exist and substantially comply with HQS, or where it will cost less than \$5,000 per unit to repair so that they will pass HQS inspection, at the time of proposal selection.

4) The Type of Housing to Be Funded

Single or multi-family units may be considered. "Tiny homes" can be considered if it will pass HQS standards at the time of occupancy. For a complete listing of all ineligible units refer to 24 CFR Parts 983.53 and 983.54.

7) Number of Units to Be Funded

The PHA may issue an RFP for housing at any time in order to create affordable housing stock that remains available to families independent of market conditions. As required, the PHA will continue to notify HUD before an RFP is published. The PHA will ensure that the number of project-based units does not exceed the maximum allowed.

6) Supportive Services

The Proposal must contain a Memorandum of Agreement, or a letter of commitment, showing a relationship between the housing provider and the service providers (if they are different entities). This Agreement must list:

- a) What supportive services are to be provided on and/or offsite. The proposal must describe at least three services the owner will provide, directly or indirectly, to help the family move to economic self-sufficiency;
- b) Where the supportive services are to be provided. It is not necessary for the services to be provided at the project site or near the project;
- c) Steps the owner will take when a family is not participating in services; and
- d) Timeframe within which the owner will identify a replacement service provider.



7) Housing First Model: The PHA will also encourage the use of the Housing First model to serve the families at the PBV developments.

#### **Evaluation Criteria**

The RFP will describe the process used to rank applications, which may include but is not limited to:

- The location of the housing, whether it is in a redevelopment area or an area targeted for blight elimination;
- The size and configuration of the units to serve the unmet needs of targeted populations (i.e., whether serving elderly or disabled large family sizes);
- Long-term viability of the project;
- The proximity of the site to amenities;
- The size and existence of a community center on site;
- The existence of supportive services;
- Management experience;
- The number of accessible units for persons with disabilities;
- Other sources of funding; and
- Willingness to accept long-term contract.

#### **Proposal Review Process**

A PBV Selection Panel appointed by the PHA will review, evaluate, rank, and select the proposals.

If one of the respondents presents an Identity of Interest with SHRA, the proposal in question will be ranked by the panel and, if chosen to receive PBV, will be forwarded to the HUD field office or HUD-approved independent entity for review. The HUD field office, or designee, will review the proposal to determine if the PHA-owned units were appropriately selected, based on the selection procedure specified in the Administrative Plan.

The Selection Panel will review all proposals before selecting units, they will determine whether proposals are responsive to and in compliance with the information provided in the RFP.

The Panel will assure that the project meets PBV goals, civil rights requirements, and HQS site standards. The project must be consistent with the goal of de-concentrating poverty and expanding housing and economic opportunities, and the site and neighborhood standards.

All units (whether existing, rehabilitated or newly constructed) are inspected for HQS before the family moves in. For existing housing, the PHA must inspect all the units before the proposal selection date to determine whether the units substantially comply with HQS. The PHA may not execute the HAP contract until the units fully comply with HQS.

Proposals that meet the requirements will be evaluated and ranked by the Selection Panel. A Ranking List will be prepared according to points awarded to each proposal. Ranking scores become public information. The PHA may, at its discretion, select one or more of the proposals submitted, or none of the proposals submitted.

The PHA will provide written notice to the owner whose proposal is selected within 45 days of the decision.

The PHA will give prompt public notice once a proposal(s) has been selected. Public notice is publication of public notice in a local newspaper of general circulation and the SHRA website. The notice will include information about how the public can inspect documentation regarding the basis for the selection of the proposal. The PHA will also provide this information directly to owners whose proposals were not selected.

### **C. SITE AND NEIGHBORHOOD REVIEW**

#### **Site Selection Criteria**

The PHA is working to ensure long-term viability of affordable housing across a broad continuum of housing types within the County of Sacramento. The PHA is targeting projects located in areas that are affordable, have received long-term affordable housing financing, and are close to amenities including high frequency public transportation and shopping. Proposals providing units specifically to elderly or disabled households or households receiving supportive services, and providing on-site supportive services will be given preference over projects that do not have these characteristics.

In order for the site to be selected for participation in this program, the PHA must:

- determine that the site is consistent with the goal of de-concentrating poverty and expanding housing and economic opportunities;
- determine that the site is eligible to receive project-based vouchers, as defined by 24 CFR Part 983 published on October 13, 2005 and any other regulations and Notices issued;
- complete a site inspection if the proposal covers existing or rehabilitated housing to ensure that it meets HQS for the site;
- determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the Fair Housing Laws;
- determine that the site has adequate utilities and streets available to service the site;
- determine that the site meets neighborhood standards.

#### **Environmental Review**

In the case of existing housing under part 983, the entity responsible for Environmental Review under 24 CFR part 58 must determine whether or not a project selected for PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review. The PHA may not enter into an Agreement or HAP contract and may not commit or expend program or local funds for PBV activities until such determination is made.

#### **PHA-Owned Units**

If housing is selected for PBV where SHRA has an identity of interest, an independent entity approved by HUD must:

- Determine initial rent to owner based on an appraisal by a third party;
- Determine reasonable rent based on a comparability analysis for other than initial rents;
- Furnish a copy of the rent determination for SHRA-owned units to SHRA and to the HUD field office; and
- Complete all HQS inspections and provide a copy of the HQS inspections to the Housing Authority and to the HUD field office.

The Housing Authority may only compensate the independent entity from ongoing administrative fee income, not other program receipts. The PHA may not charge the family any fee for the appraisal or for other services provided by the independent entity.

**D. HAP AMENDMENTS, CONTRACT, AND CONTRACT TERMINATION**

The PHA may not enter into an Agreement for A Housing Assistance Payment (AHAP) contract (for new construction and rehabilitation) until HUD has completed any required subsidy layering review.

A unit that is occupied on the date of selection by an ineligible family or a family who is uninterested in PBV assistance cannot be selected for PBV assistance. For families who will reside in excepted units, the family must be an *eligible* family

The HAP contract must specify:

- The total number of contract units by number of bedrooms;
- Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the number of bedrooms and bathrooms in each contract unit, and any accessibility-related features of the unit. A map to identify the location of accessible units should also be included;
- Services, maintenance, and equipment to be supplied by the owner without charges in addition to the rent to the owner;
- Utilities available to the contract units, including a specifications of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any building that will exceed the 25 percent per building cap (as described in 24 CFR Part 983.56) which will be set-aside for occupancy by qualifying families (elderly families and families receiving supportive services); and
- The initial rent to the owner (for the first 12 months of the HAP contract term).

The Housing Authority will not execute a HAP contract until all the units fully comply with HQS.

**Vacancy Loss** (24 CFR Part 983.352)

If an assisted family moves out of the unit without notice or is deceased, the owner may keep the Housing Assistance Payment (HAP) payable for the calendar month ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault. The PHA shall not pay for an overlapping HAP.

When a family vacates its unit, the owner is eligible for a vacancy loss payment if:

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- The owner gives the PHA prompt written notice certifying that the family has vacated the unit and containing the date when the family moved out (to the best of the owner's knowledge and belief)
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment
- The owner must submit a request for vacancy payment in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.
- The owner makes the request in writing for the vacancy loss within 90 days of the unit rent-ready date.

Vacancy loss begins the later of:

- the unit is rent ready
- the day after the lease end date for the Housing Assistance Payment (HAP) was paid to the owner

Vacancy loss is calculated either 80% or 100% of the Contract Rent based on funding availability:

- Any rental payment received by the owner from the tenant (including amounts available from the tenant's security deposit) will be deducted from Vacancy Loss amount
- Vacancy loss extends from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- Vacancy loss calculation will be based on actual calendar days per month

Vacancy payments may cover only the period the unit remains vacant and is in rent-ready condition.

The Housing Authority will compare when the unit was rent ready, date unit passed inspection and date family review was forwarded to complex to verify the vacancy loss amount.

The PHA will not pay a vacancy loss for a unit that remains vacant when the waiting list for that complex does not have any applicants of that bedroom size for the PHA to select from. This shows that the owner has not taken every reasonable action to minimize the length of unit vacancy.

### **Accessible Units**

Distribution of accessible dwelling units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout projects and sites and shall be available in a sufficient range of sizes and amenities so that persons with disabilities have choices of living arrangements comparable to that of other families eligible for assistance under the same program. At a minimum, projects must meet 24 CFR Part 8, subpart C.

### **Utility Allowances**

The Contract will be automatically amended as the utility allowances (UA) are updated so that project-based vouchers and tenant-based vouchers utilize the same utility allowances at the tenant's recertification following the implementation of the new UA. If the new UA plus the contract rent causes the gross rent to

exceed the payment standards for tenant-based vouchers, the contract rent must be lowered. Gross rent cannot exceed the payment standard (24 §983.301(f)).

**Occupancy of Wrong Size or Accessible Units**

When a family is occupying a wrong-size unit or a unit that has accessibility features not required by the family, the family will be offered a right size units based on PHA subsidy standards and will have 30 days to move to the new unit from the date of the referral otherwise housing assistance on the unit will be terminated.

**Rents Limits**

- 1) The initial rent for units is established at the beginning of the HAP term. The rents determined at AHAP are only an estimate.
- 2) Except for certain tax credit units and units with other subsidies, the rent must not exceed the lower of:
  - a) 110% of the Fair Market Rent (FMR) or a HUD approved exception rent;
  - b) The rent requested by the owner; or
  - c) Reasonable rent;
    1. Factors are the same as the tenant based program
    2. Three comparables must be used, including when unassisted units in the project/premises are used
    3. Comparability analysis may be done by PHA staff, or other qualified person or entity as long as there is no direct or indirect interest in the property
- 3) The PHA may apply Small Area FMRs to current PBV or new projects if this is mutually agreeable to both the PHA and the owner. Once the change is made to small area FMRs, the property cannot revert back to the metropolitan-wide FMR.
- 4) For PHA owned units or units where the PHA has an identity of interest, HUD must approve an independent agency that will perform the comparability analysis. The independent agency must have a State Certified Appraiser perform the comparability analysis for the initial rents. The independent agency must provide HUD with a copy of all the determinations of the reasonable rent.
- 5) Projects that receive subsidies from other specified programs (not including tax credits) are subject to the rent limits of those programs (see 24 CFR §983.304 for additional guidance). Tax credit units in qualified census tracts may receive the tax credit rents even if they are higher than 110 percent of the FMR or HUD approved exception rent, as long as the tax credit rent is rent reasonable.
- 6) All projects receiving tax credits or any other governmental housing assistance from Federal, State, or local agencies must have a subsidy layering review performed by HUD, Office or Public Housing or designee.
- 7) Rent to the owner must be re-determined at owner's request (on HAP anniversary date), or when there is a 10% decrease in the published FMR. There are no "special adjustments" to rent.
- 8) In addition to 7) above, reasonable rent must be determined whenever the HAP is amended to substitute a different contract unit in the same building, when there is a change in the allocation of responsibility for utilities between the owner and the tenant, or when there is any other change that may impact reasonable rent.

- 9) If the rent is reduced to a rate below the initial rent at the time of HAP execution, the owner may terminate the HAP. Should this occur, the families residing in the PBV units will be given tenant-based vouchers.
- 10) The determination of initial rent shall be based on the most recent FMR and utility allowance. However, the PHA may use the amounts in effect up to 30 days prior to HAP execution.
- 11) The rent to the owner may be subject to rent control or other limits under local, State, or Federal law.
- 12) Under the HAP contract, the monthly Housing Assistance Payment by the PHA to the owner is the rent to the owner minus the tenant rent (Total Tenant Payment minus any applicable utility allowance).
- 13) If the PHA determines that it has insufficient funding with which to continue to assist families served by the program, it may consider immediately decreasing the Payment Standard upon authorization from HUD. The reduced payment standard would apply to project-based units as well as tenant-based. The PHA will consider the impact of lowering the Payment Standard on families. The PHA will consider and implement other cost-saving measures wherever feasible, including those listed in PIH 2011-28, before considering lower the Payment Standard in consideration of the impact lowering the Payment Standard may have on families.

#### **Term of HAP Contract**

The PHA has the discretion to enter into a HAP contract with an owner for an initial term of up to 20 years, and may approve extensions not to exceed an additional 20 years, for a maximum total of 40 years. The term of all PBV HAP contracts and extensions will be negotiated with the owner on a case-by-case basis; the PHA has the discretion to approve or not approve extensions.

The PHA may extend the term of the contract if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. When determining whether or not to extend an expiring PBV contract, the PHA may consider factors including but not limited to:

- 1) the cost of extending the contract and the amount of available budget authority;
- 2) the condition of the contract units;
- 3) the owner's record of compliance with obligations under the HAP contract and lease(s); and
- 4) whether the location of the units continues to support the goals of de-concentrating poverty and expanding housing opportunities.

The HAP contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the PHA in accordance with HUD instructions. For purposes of this section, "sufficient funding" means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If there is not sufficient funding for the Housing Authority to meet all of its contractual obligations, the Housing Authority will seek to decrease its commitment to tenant-based vouchers through attrition first. The cost of project-based vouchers must not exceed 15% of the total funding level.

The owner may terminate the HAP contract, upon 60 days written notice to the PHA, if the amount of the rent to the owner for any contract unit, as adjusted in accordance with 24 CFR Part 983.302 is reduced

below the amount of the initial rent to the owner (rent to the owner at the beginning of the HAP contract term). In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.

**Rent Increase**

The owner may request a rent increase to be effective at any anniversary date of the HAP contract after submitting a 120-day written notice to the PHA and the tenant. The PHA shall determine reasonable rent in accordance with 24 CFR Part 983.303. The rent increase will apply to all units included in the HAP contract. If the PHA determines in the course of processing a rent increase that the current contract rent amount is not reasonable given current market conditions, the PHA will process a rent decrease to the “reasonable” amount. (Please refer to Chapter 11, Section C, Rent Reasonable Determination). This applies to Project-Based vouchers as well as tenant-based vouchers.

The PHA has elected within the HAP contract to not reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial HAP contract.

**HAP Contract Amendments (Add or Substitute Contract Units)**

Prior to such a change, the PHA must inspect the newly added unit and must determine that the rent does not exceed the rents charged for units under the original contract or for comparable unassisted units in the project. (PIH Notice 2017-21)

The HAP contract may be amended to add additional PBV contract units in the same project subject to 25% unit limitation per project or whatever limit was included within the scope of the RFP. Before this amendment is completed, HUD must be notified of the total number of units that have PBV to ensure that the total number does not exceed the maximum cap and any exceptions. An amendment to the HAP contract is subject to all PBV requirements (e.g., rents are reasonable), except that a new PBV RFP is not required. The anniversary and expiration dates of the HAP contract for the additional units must be the same as the anniversary and expiration dates of the HAP contract term for the PBV units originally placed under HAP contract. In all cases, only families who were residing in the units at the time of the initial selection of the project will have a right to an absolute preference on the waiting list and the family must be eligible to live in an assisted unit.

**Utility Reimbursement Payment**

When the Total Tenant Payment (TTP) is less than the utility allowance, the PHA will issue a Utility Reimbursement Payment (URP) to the tenant.

**Contract Terminations**

Chapter 14 “Contract Terminations” of the Administration Plan applies to project-based vouchers. The following exceptions apply:

- If contract requires a service provider and owner fails to provide one, contract will be terminated
- Contract remains in effect regardless of the tenancy.
- If the PHA has determined it has insufficient funding to continue assisting families on the HCV program, tenant-based families may be terminated, but project-based families will not be terminated, and the PHA will continue to fill vacant project-based units as they become vacant.

**E. ELIGIBILITY FOR ADMISSION**

All regulations regarding Eligibility for Admission (Chapter 2 of the Administration Plan) are the same for the tenant-based voucher program and the project-based voucher program, except:

- Families must be a qualified family for excepted units
- The income targeting requirements apply to the HCV program as a whole including PBV. However, the PHA does not need to apply the ratio exactly for tenant-based and project-based programs

**Definitions**

**ELDERLY:** Aged 62 years of age and older.

**NEAR ELDERLY:** Aged 50-61 years of age.

**TENANT-BASED VOUCHER PROGRAM:** Tenant-based assistance is attached to the family allowing the participant to relocate from one unit or one Housing Authority to another.

**PROJECT-BASED VOUCHER PROGRAM;** Project-based assistance is attached to the unit.

**F. APPLYING FOR ADMISSION**

**Opening/Closing Of The Waiting List**

A separate waiting list may be created and maintained for each site or a group of sites within the PBV program. Opening and closing the waiting list will be consistent with policies governing tenant-based vouchers (Chapter 3 of the Housing Choice Voucher Program Administrative Plan). If a new waiting list is created, all families on the tenant-based waiting list will be notified

**Final Determination And Notification Of Eligibility**

As soon as the PHA is notified of an available unit, it selects families from the waiting list for the specific site by bedroom size and then by preference; then by date and time of application or via approved referring agency.

If the family was selected via a waiting list, the PHA provides the complex with a list of families that have met initial HCV preferences.

Once a family is selected from the Project-Based waiting list and is denied by the complex, the PHA will withdraw the family from the waiting list that they were selected based on "Denial by Complex" and the family does not get hearing rights with the PHA. They do have hearing rights with the complex, based on the policies of that complex.

The site determines the family's suitability, and the PHA determines the eligibility. The owner will select families based on the owner's screening process. The owner must provide written notice to all families referred by the PHA within fourteen (14) calendar days, listing the reason the family was not selected. The owner must send a copy of the notice to the Housing Authority. The PHA will not screen for behavior or



suitability. In the project-based voucher program, hard copies of vouchers are **not** issued. Families are briefed when they are determined to be eligible to participate in the program and are then referred to the site to move in.

Informal Review Procedures for Applicants; Please see Chapter 18, Part C of the Admin Plan. (Informal Reviews are not provided when family is returned to waiting list due to not meeting preference(s) or bedroom size selected.)

**G. ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST/TENANT SELECTION**

**Types Of Waiting lists**

The PHA will establish separate waiting lists for:

1) Tenant-Based Vouchers

Tenant-based assistance is attached to the family allowing the participant to relocate from one unit or PHA to another. Preferences are found in Chapter 4 of the Administration Plan.

2) Project-Based Vouchers

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving the owner notice, the PHA will make every reasonable effort to promptly refer a sufficient number of families to the owner in order to fill such vacancies. Vacant units will be filled by families on the current Project-Based waiting list, in order of preference, and then by date and time the pre-application was received where preferences are the same or via approved referring agency.

The PHA may choose to use an existing list to serve another site using the same preferences or it may choose to create a new site-based wait as the need arises. The PHA may also receive referrals from homeless service providers whether the waiting list is open or closed, in order to house homeless families.

Waiting lists may be site-based or the waiting lists for different sites may be consolidated if the preferences and/or eligible population are the same. Information about which waiting lists serve which sites, and how to access different sites with project-based vouchers, will be posted at-[www.sacwaitlist.com](http://www.sacwaitlist.com).

Applicants who will occupy PBV units must be selected by the PHA from a waiting list that is maintained by the PHA. They may either apply when the waiting list is open or they will be referred to the waiting list by an agency serving homeless families.

When a site-based PBV waiting list has been exhausted, the PHA will fill vacant units with families referred to the waiting list by the site's owner/manager.

**Funding-Based Preferences**

The following funding-based preferences will apply to all sites with project based vouchers, unless there are other restrictions in place that affect who can live at the site. Additionally, each site has local preferences that apply to specifically to that site.

- 1) Displaced by government action preference for families who have been terminated from housing as a result of insufficient funding. These families will be added to the HCV Program waiting list even

if the waiting list is closed and will be given 30 preference points. Displaced families must submit any changes to their address in writing to ensure they receive notices from the PHA. When funding is available, these families will be selected from the waiting list first. Families will be selected to be re-admitted to the HCV Program based on their original admission date. Families with the earliest admission dates will be the first to be re-admitted. The PHA will verify income eligibility and conduct a criminal background check for all adult household members, but will not re-verify preferences for families who have been displaced due to insufficient funding. (30 points)

- 2) Canceled voucher preference for applicant families whose vouchers were recalled due to insufficient funding. These families will be returned to the waiting list and will be awarded preference points based on their status. Families must submit any changes to their address in writing to ensure they receive notices from the PHA. When funding becomes available the PHA will select families based on the effective date of their original voucher. Families with the earliest voucher effective date will be the first to be selected. The PHA will re-verify eligibility and background checks only—not preferences. (29 points)

#### **Sites with Public Waiting Lists**

Applicants must meet the SHRA preferences they were selected for and must also meet the complexes' leasing criteria. (work in progress)

- 1) Units for Elderly Families (where either the head or the spouse is elderly)

The PHA currently maintains one waiting list for project-based vouchers for sites serving elderly-only residents. This waiting list may be used to serve additional sites serving the same population or the PHA may choose to separate waiting lists to serve a specific site. This waiting list will be subject to the following weighted preferences:

##### Local Preferences

~~Family who is eligible to be a qualified family and residing in unit at the time of conversion to project-based voucher will be given an absolute preference;~~

- Elderly only (22 points)
- For elderly only housing, near elderly (aged 50-61 years of age) (8 points)
- Residency (5 points)
- Veteran (3-points);
- Displaced family (3 ~~2~~ points)
- Rent burden and/or homeless (1 point)

(See "Definition of Preferences" for more detail.)

All the units available for elderly only housing are single bedroom units that will accommodate up to two persons. The waiting list will only accommodate families up to two persons, including a live in aide.

- 2) Phoenix Park

The Housing Authority may maintain one waiting list for project-based vouchers where supportive services are not provided or the PHA may choose to maintain separate waiting lists for different sites. Currently, this waiting list serves this site only, but the Housing Authority may choose to use this list for other sites using the same preferences or choose to create a new site-based waiting list as necessary. This waiting list will be subject to the following local preferences:

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### Local Preferences

~~• Family who is eligible to be a qualified family and residing in unit at the time of conversion to project based voucher will be given an absolute preference;~~

- Residency (5 points);
- Veteran (3 points);
- Displaced family (3 points)
- Disability (2 points); and
- Rent burden and/or homeless (1 point).

(See “Definition of Preferences” for more detail.)

### 3) Saybrook Apartments / Serna Village

The Housing Authority may maintain one waiting list for project-based vouchers where supportive services are provided or the PHA may choose to maintain separate waiting lists for different sites. Currently, this waiting list serves Saybrook Apartments and Serna Village. However, the PHA may choose to use this list for additional sites using the same preferences or choose to separate this list to create new separate site-based waiting lists to serve a specific site. This waiting list will continue to exist until all the families are pulled.

NOTE: Saybrook will also receive referrals from the Continuum of Care as described in a later section.

The waiting list will be organized based on the following local preferences:

### Local Preferences

~~• Family who is eligible to be a qualified family and based on supportive services and who is residing in unit at the time of conversion to project based voucher property will be given an absolute preference;~~

- Homeless (10 points);
- Have a disabled family member (10 points).
- Residency (5 points);
- Veteran (3 point);
- Displaced family (3 point)

### 4) Project Based County

The Housing Authority may maintain one waiting list for project-based vouchers or the PHA may choose to maintain separate waiting lists for different sites. Currently, this waiting list serves this site only, but the Housing Authority may choose to use this list for other sites using the same preferences or choose to create a new site-based waiting list as necessary. This waiting list will be subject to the following local preferences:

### Local Preferences

- Residency (5 points);
- Veteran (1 point);

### 5) Project Based City

The Housing Authority may maintain one waiting list for project-based vouchers or the PHA may choose to maintain separate waiting lists for different sites. Currently, this waiting list serves this site only, but the

Housing Authority may choose to use this list for other sites using the same preferences or choose to create a new site-based waiting list as necessary. This waiting list will be subject to the following local preferences:

Local Preferences

- Homelessness (5 points);
- Residency (3 points);
- Veteran (1 point);

6) Mirasol Village

The Housing Authority may maintain one waiting list for project-based vouchers or the PHA may choose to maintain separate waiting lists for different sites. Currently, this waiting list serves this site only, but the Housing Authority may choose to use this list for other sites using the same preferences or choose to create a new site-based waiting list as necessary. This waiting list will be subject to the following local preferences:

Local Preferences

- Rent Burden or Homelessness (TBD points);
- Residency (TBD points);
- Disabled (TBD points);
- Veteran (TBD point);

**Sites with Waiting lists Filled Via Referrals**

The PHA has issued, and expects to periodically issue Requests for Proposals (RFPs) for project-based vouchers to serve homeless families where supportive services are provided at/in close proximity to the site to support the families in their efforts to become stably housed. Because homeless families/individuals are not easily served with a waiting list open to the public, the site awarded PBV for this purpose can request that families filling vacant units come via referral from a partnering service agency. Waiting lists for these properties are not open to the public but are open to receiving referrals from partnering service agencies, as shown at [www.sacwaitlist.com](http://www.sacwaitlist.com).

When considering the utilization of this methodology to fill vacant units, the PBV Site Owner/Developer will submit to the PHA:

- A. A letter on letterhead
  1. requesting to fill vacant units via referrals from the service provider to the waiting list;
  2. committing to notify the PHA when/if there is a new service provider;
- B. A copy of the contract between the service provider and the site owner/developer;
- C. A certification from the service provider that they will not deny services to member of any federally protected class under fair housing laws, i.e., race, color, religion, national origin, sex, disability, or familial status.
- D. Signed copy of SHRA's Personally Identifiable Information (PII) document.

The waiting list will be open for these sites to receive referrals of homeless individuals/families from the service providers to the waiting lists only.

Local Preferences:

- Homeless individuals/families Referred by Service Provider (100 points)

For families with the same preferences, families will be pulled from the waiting list based on date and time of the pre-application.

**Sites Serving Homeless Families in Partnership with the Continuum of Care (Savbrook)**

Coordinated entry, managed by Sacramento Steps Forward, will annually refer families to fill up to 15 vacancies at Saybrook Apartments. (PIH 2013-15) The remainder of the vacant units will be filled from the site-based waiting list managed by the PHA.

Local Preferences:

- Referred by Coordinated Entry (100 points)

**Supportive Services for Homeless Families**

Supportive services will be provided by the owner/manager or by their contractor. Services will be available either on site or in close proximity to the site so that services are accessible to families lacking transportation. Waiting lists or referral will be utilized to fill vacancies in a property where supportive services are provided for families transitioning from homelessness. Supportive services may include, but not be limited to,

- How to be a good neighbor;
- Bill paying / financial counseling;
- Household maintenance;
- Cooking economically;
- Establishing income;
- Substance abuse counseling;
- Parenting;
- Credit counseling;
- Behavioral health interventions;
- Job training and education; and
- Developing an Individualized Annual Service Plan.

(See “Definition of Preferences” for more detail.)

**Definition of Preferences (remove definition of preferences from chapter 21 and 4 and instead indicate that they are located in the glossary. Make sure the ones in the glossary are correct)**

1. *Residency* preference is given to applicants who live, work, or have been hired to work in Sacramento County, or any political subdivision thereof. For homeless individuals and families, a residence includes shelters and other dwelling places where homeless people are sleeping such as a place not designed for sleeping including a car, park, abandoned building, bus or train station, airport or camping ground or the family is living in a shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing and hotels and motels paid for by charitable organizations or by the federal, state or local government) or individuals exiting an institution

2. *Rent Burden* preference is given to applicants who pay more than 50% of their gross income for rent and utilities. The applicant family must provide copies of receipts, lease, their income and utility bills. The PHA will attempt to verify the information provided by the applicant in order to determine the applicant's qualification for the rent burden preference. In the absence of a rental lease or contract with supporting rent receipts, the PHA will employ one of the following methods, listed in order of preference, to estimate the applicant cost for rent or utilities:

- a. Accept the amount the applicant claims to be paying for rent and utilities when there is a written notice from the person from whom they are renting and it is accompanied with cancelled checks, money order receipts or cashier's check stubs;
- b. Accept the amount listed on the Housing Need Declaration with supporting payment documentation, including cancelled checks and money order receipts, or cashiers' check stubs.

3. *Homeless* preference is given to applicants that are homeless as defined in the Glossary.

4. *Disability* preference is given to applicants who have a disabled household member. A person with a disability is defined as "Any person who has a physical or mental impairment that limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment."

6. *Veteran* preference is given to a household with a veteran as described in the Glossary.

7. *Displaced family* preference is given to a displaced family as described in the Glossary.

### **Multiple Waiting lists**

If an applicant is placed on a waiting list, they shall be given the option to apply for all other PHA-administered housing programs that also have an open waiting list. Applicants on the tenant-based waiting list will be queried for interest on any newly established waiting list.

If a family refuses the PHA's offer from one waiting list (e.g. PBV assistance), such refusal does not affect the family's position on another PHA waiting list for another type of assistance (e.g. tenant-based assistance).

The PHA may not take any of the following actions against an applicant who has applied for, received, or refused an offer of PBV assistance:

- Deny any admission preference for which the applicant is currently qualified
- Change the applicant's place on the waiting list based on date and time of application, or other factors affecting selection under the PHA selection policy
- Remove the applicant from the waiting list for tenant-based voucher assistance

If an applicant is pulled from two waiting lists at the same time, they can choose which option to pursue. Applications will be marked by program name to ensure families are directed to the appropriate program.

**Centralized Waiting lists**

The PHA may establish centralized wait that may be used to fill vacancies at more than one site. In this case, when a family is pulled from one waiting list, they must be given a maximum of two unit offers ~~at least two offers at different locations before~~ they can be removed from that waiting list.

**Screening**

The PHA will not screen for behavior (except for criminal background checks). Screening for behavior will be the responsibility of the owner. If a PBV owner rejects a family for admission to the owner's PBV units, such rejection by the owner does not affect the family's position on other waiting lists. The owner must apply screening criteria in compliance with fair housing regulations.

If a family does not meet the property owner's screening criteria, they are not eligible for an informal review with the PHA. They must appeal the decision to the property owner.

**Accessible Units**

In selecting families to occupy PBV units with special accessibility features for persons with disabilities, the PHA must first refer families who require such accessibility features to the owner. The pre-application will allow families to state whether they need a unit with accessible features so that they can be matched with an appropriate unit.

**Filling an accessible unit with a non-disabled person**

When an accessible unit becomes vacant, the PHA will offer the unit to a current occupant with disabilities living in a Project-Based unit in the same development that requires the accessibility features of the vacant accessible unit and occupying a unit not having those accessibility features. Next, offer the unit to a family living in a Project-Based unit in other developments that requires the accessibility features of the vacant accessible unit and occupying a unit not having those accessibility features. If there is no current resident who requires the accessibility features of the vacant, accessible unit, the PHA will offer the vacant, accessible unit to an eligible, qualified applicant with disabilities who can benefit from the accessible features of the available, accessible unit.

If there is not an eligible qualified resident or eligible applicant with disabilities who wishes to reside in the available, accessible unit, then the PHA should offer the available accessible unit to an eligible applicant who does not need the accessible features of the unit. However, the PHA will require the applicant to execute a lease that requires the resident to relocate to a non-accessible unit within thirty (30) days of notice by the PHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.

The PHA may not prohibit an eligible disabled family from accepting a non-accessible unit for which the family is eligible that may become available before an accessible unit. The owner is required to modify such a non-accessible unit as needed, unless the modification would result in an undue financial and administrative burden.

**Moving Before the First Year (CFR 983.261. (d))**

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.



## **Chapter 22 Veterans Affairs Supportive Housing [24 CFR Part 982]**

### **INTRODUCTION**

The HUD-VASH program combines HUD HCV rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA) at its medical centers and in the community. Ongoing VA case management, health, and other supportive services will be made available to homeless veterans.

HUD-Veterans Affairs Supportive Housing (HUD-VASH) program will be administered in accordance with regular HCV program requirements (24 CFR Part 982), except as described below.

### **A. FAMILY ELIGIBILITY AND SELECTION**

The PHA will instead receive referrals from the Department of Veterans Affairs (VA) instead of pulling families from a waiting list. Written documentation of these referrals must be maintained in the tenant file at the PHA.

### **B. INCOME ELIGIBILITY**

The PHA must determine income eligibility for HUD-VASH families in accordance with 24 CFR §982.201 or a low-income family eligible for VASH and who needs the voucher as a reasonable accommodation. Families whose Annual Income exceeds the applicable income limit will be denied admission.

### **C. INITIAL TERM OF THE VOUCHER**

HUD-VASH vouchers are issued with an initial search term of 120 days. Extensions, suspensions, and progress reports will remain under the policies in the PHA's Administrative Plan, but will apply after the minimum 120-day initial search term.

### **D. INITIAL LEASE TERM**

Under the HCV program, voucher participants must enter into an initial lease with the owner for one year, unless a shorter term would improve housing opportunities for the tenant and the shorter term is a prevailing market practice.

### **E. PORTABILITY OF HUD-VASH VOUCHERS**

An eligible HUD-VASH voucher holder wishing to exercise portability to another jurisdiction must choose a location where there is a Veteran Affairs Medical Center (VAMC) to provide case management services with an available VASH voucher or portability is not allowed.

(1) Portability Moves Where Case Management is provided by the Initial PHA's Partnering VAMC.

If the family moves under portability, and the initial PHA's partnering VAMC will still be able to provide the necessary case management services due to its proximity to the partnering VAMC, the receiving PHA must process the move in accordance with the portability procedures of 24 CFR §982.355. If the receiving

PHA has VASH vouchers available, they may absorb or administer the voucher. Both the VAMC and the PHA must be in support of the family's relocation before approving the family to port.

(2) Portability Moves Where Case Management is provided by the Receiving PHA's Partnering VAMC.

If a family wants to move to another jurisdiction where it will not be possible for the initial PHA's partnering VAMC to provide case management services, the VAMC must first approve the family's relocation and then determine that the HUD-VASH family could be served by another VAMC that is participating in VASH and the receiving PHA must have a HUD-VASH voucher available for this family. In these cases, the families must be absorbed by the receiving PHA either as a new admission (if the family did not participate in the initial PHA's VASH program) or as a portability move-in (after an initial leasing in the initial PHA's jurisdiction). When the VASH voucher is absorbed by the receiving PHA, the initial PHA's HUD-VASH voucher will become available to lease to a new HUD-VASH eligible family, as determined by the partnering VAMC, and the absorbed family will count toward the number of HUD-VASH slots awarded to the receiving PHA.

If VASH case management services are no longer needed for the veteran and if an HCV tenant-based voucher is available the family may be offered a tenant-based voucher, provided the family meets all HCV eligibility criteria

#### **F. DENIAL OF ASSISTANCE**

At initial intake, the VASH family can only be determined ineligible due to:

- Income limitations or
- Having any member of the household subject to a lifetime registration requirement under a state sex offender registration program.  
A PHA cannot deny assistance to a Veteran that previously participated in a Public Housing program (Housing Choice Voucher or Conventional) and still owes money.  
In any case where the PHA decides to deny assistance to the family, the PHA must give the family written notice which states:
  - The reason(s) for the denial of assistance.
  - The family's right to request an informal review to be held before denial of assistance.
  - The date by which a request for an informal review must be received by the PHA.  
Once the applicant becomes a resident, the resident must follow all of the PHA rules including the family obligations. (See the section in Chapter 15 entitled "Family Obligations").

As a condition of HCV rental assistance, a HUD-VASH eligible family must receive the case management services from the VAMC. Therefore, a HUD-VASH family's HCV assistance must be terminated for failure to participate, without good cause, in case management as verified by the VAMC. However, a VAMC determination that the participant family no longer requires case management is not grounds for termination of assistance.

If VASH case management services are no longer required for the veteran and the family wants to port to another jurisdiction, the family may be offered a tenant based HCV voucher if it is available.

**G. VASH VOUCHER ISSUANCE**

Since VASH vouchers are for homeless Veterans, the VASH vouchers must always remain with the Veterans. In the case of divorce or separation, the voucher remains with the Veteran.

If the Veteran dies, the VASH voucher could remain with the remaining members of the tenant family. The family may continue to utilize the HUD-VASH voucher. If VASH case management services are no longer needed, and if a tenant-based voucher is available, the remaining family member(s) may be offered a tenant-based voucher, provided the family meets all HCV eligibility criteria.

This would allow the VASH voucher to again be utilized for another Veteran who needs case management services.

The Housing Authority may convert tenant based VASH vouchers to PBV's or apply directly to HUD for set-aside PBV vouchers which may be through a competitive process. The PHA will utilize a Housing First Model to house the VASH PBV families. Project-Based VASH Vouchers approved by HUD and the Veterans Administration will be administered in accordance with PIH 2009-011 dated March 16, 2009, PIH 2010-23 dated June 25, 2010, and PIH 2011-50 dated September 15, 2011, PIH 2016-11 dated July 1, 2016, and other subsequent notices that are released by HUD and 24 CFR part 983.

## **CHAPTER 23 PERFORMANCE PARTNERSHIP PILOTS FOR DISCONNECTED YOUTH (P3)**

The Performance Partnership Pilots Initiative Program (P3 or Program) was first authorized by Congress in 2014. The Program enables pilot sites to test innovative, outcome-focused strategies to achieve significant improvements in educational, employment, and other key outcomes for disconnected youth using the flexibility to blend existing federal funds and to seek waivers of associated program requirements.

The Sacramento P3 Program is a comprehensive service-delivery system that coordinates and integrates a multidisciplinary approach to providing services to 100 disconnected youth, especially foster youth, youth on probation, homeless youth and youth at risk of becoming homeless. The Program adopts a housing-first model to promote stability for participants. The federal regulation waivers granted under this program are designed to increase the efficiency of service delivery in two ways: 1) by removing barriers to housing and expanding housing eligibility; and, 2), by leveraging existing resources and increasing services to the target population. The Program is based on collaboration with local and state partners and coordination of currently funded services.

The Sacramento County Housing Authority applied for and was successfully awarded the P3 grant. P3 youth families will be issued a voucher and will follow all HCV program policies and regulations. 100 vouchers will be issued for this program.

### **FAMILY ELIGIBILITY AND SELECTION**

The PHA will receive referrals from an approved third party provider(s). Written documentation of these referrals must be maintained in the tenant file at the PHA.

Local Preferences:

- Referred by Coordinated Entry process (100 points)

### **MASTER LEASING**

Master leasing is an option that exists within the P3 program.

The PHA may procure a third party to manage the rental of several rental units, either at one site or at scattered sites. An owner/developer with project based vouchers may also choose to master lease some or all of the units at the site. The role of the master leasing agency is to:

- Issue leases with tenants
- Collect rent monthly
- Maintain and operate the property on behalf of the owner and/or property manager;
- Ensure that vacant units are leased timely by referring families/individuals to the waiting list in sufficient number to cover vacancies for 6 months
- Work with the PHA to ensure eligibility of families referred for housing
- Screen and select tenants
- Provide intervention and supportive services to residents to meet their needs

There will be a contract between the master leasing organization and the property owner and an additional contract between the master leasing organization and the Housing Authority.

## **CHAPTER 24 REASONABLE ACCOMMODATION POLICY AND PROCEDURES**

### **A. FAIR HOUSING POLICY**

It is the policy of the Public Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing fair housing and equal opportunity in housing and employment.

The PHA shall not deny any family or individual the opportunity to apply for or receive assistance under the Housing Choice Voucher programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability, sexual orientation, or gender identity.

To affirmatively further Fair Housing, the PHA has a commitment to full compliance with applicable civil rights laws. The PHA will provide Federal/State/local information to voucher holders regarding discrimination and any recourse available to them should they become victims of discrimination. Such information will be made available during the family briefing session and placed in their briefing packet. It will include information for applicants on how to file a fair housing complaint, including the provision of the toll-free number for the Fair Housing Complaint Hotline, 1-800-669-9777, and the Federal Information Relay Service at 1-800- 887-8339.

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, excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout the PHA's offices in such a manner as to be easily readable from a wheelchair.

The office of the Housing Choice Voucher & Application Division is accessible to persons with disabilities. Accessibility for the hearing impaired is provided via 711, a free relay service.

The PHA will provide and review information regarding fair housing rights and responsibilities during family briefing sessions.

### **B. REASONABLE ACCOMMODATION POLICY**

This policy is applicable to all situations described in this Administrative Plan, including but not limited to when a family initiates contact with the PHA, when the PHA initiates contact with a family, including when a family applies, during residency and when the PHA schedules or reschedules appointments.

An applicant or a participant with a disability must first request an accommodation before the PHA will deviate from standard practice. Most requests will be reviewed by a Reasonable Accommodation Committee.

The PHA's policies and practices are intended to afford persons with disabilities 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. To request a reasonable accommodation due to a disability, an applicant or participant must qualify under the following Americans with Disabilities Act (ADA) definition of disability:

- Have a physical or mental impairment that limits one or more of the major life activities of an individual;
- Have a record of such impairment; or
- Be regarded as having such impairment.

The PHA will fully comply with the obligations found in HUD Notices PIH 2010-26(HA) and PIH 2006-13 (HA) [Non-Discrimination and Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988].

The term “individual with disabilities” is referenced in 24 CFR §9.103(2).

#### **Methods Used to Certify a Person with a Disability and the Need for a Reasonable Accommodation**

Individuals with disabilities who request reasonable accommodations may submit requests either orally or in writing. They are not required to use a specific form in order to make such requests. However, the PHA has a standard Reasonable Accommodation Request form available in order to help expedite these requests.

A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability must provide written verification that the specific accommodation requested is due to the disability and the specific change is required for equal access to the housing program.

In order to appropriately review some requests (such as when a family requests an additional bedroom for medical equipment) a home visit may be conducted by the PHA. The PHA will provide a written decision to the person requesting the accommodation within a reasonable time. The PHA will engage in an interactive process before denial. When the request for accommodation is denied, the denial letter will indicate that the applicant or participant may contact staff to discuss alternative modifications. Additionally, the applicant or participant may submit another request for accommodation at any time. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing (which serves as a grievance hearing) to appeal the PHA's decision (please see Chapter 18 of the PHA Administration Plan).

A reasonable accommodation will be made for persons with a disability who requires an advocate. A designee will be allowed to provide information with the written permission of the person with the disability.

Reasonable accommodations will be made for persons requesting PHA mailings to be available in an accessible format.

#### **Undue Hardship**

A request for a reasonable accommodation for a person with a disability will be granted upon verification. The Reasonable Accommodation Committee will review the request to ensure that the request will meet a need and does not create an undue financial or administrative burden on the PHA. The PHA may deny the request and/or present an alternate accommodation that will still meet the need of the person. Prior to the decision, the RACC or the Receiver should interact with the requester.

An undue administrative burden is one that would require a fundamental alteration of the essential functions of the PHA or would pose a severe financial hardship on the PHA.

In determining whether an accommodation would create an undue hardship, the following guidelines will apply:

- The nature and cost of the accommodation needed;
- The overall current financial resources of the facility or facilities; and
- The number of persons currently employed at such facility;
- The number of families likely to currently need such accommodation;
- The effect on expenses and resources, or
- The likely impact on the operation of the facility as a result of the proposed accommodation.

**C. PROCEDURE FOR PROCESSING REQUESTS FOR REASONABLE ACCOMMODATION OF DISABILITIES**

This procedure establishes a framework for the receipt, processing, and final disposition of informal and formal client reasonable accommodation requests. While individual requests may require special handling, these guidelines are to be followed whenever possible. Proper documentation and tracking for each step in the process is essential.

A brochure has been developed explaining the process for requesting a reasonable accommodation which is distributed to families at initial intake and at annual re-certifications.

**Informal Reasonable Accommodation Requests**

When a client requests an accommodation which appears, on its face, to be reasonable in relation to the client's visible disability, staff should handle the request informally. "Informally," means that the request can be granted with only supervisory review and approval, without first submitting it to the Reasonable Accommodation Compliance Committee (RACC) for review (RACC review will take place after the fact).

Informal reasonable accommodation requests may be granted expeditiously.

Annual approvals for informal requests for reasonable accommodations will not be required during subsequent re-certifications. However, the PHA retains the right to re-evaluate the need for the RA at any time. The case worker will then require third party verification in order to verify the need for the RA.

Some examples of disabilities that may fit the informal approval procedure include:

- A person with quadriplegia requesting a front door ramp, wider doorways, grab bars, and reduced-height and cut-out kitchen cabinetry, or an additional bedroom for an existing live-in aide. The client's self-certification and the caseworker's observations are sufficient to informally grant the reasonable accommodation request when there is a nexus between the observed disability and the requested reasonable accommodation (for Public Housing).
- A visible disability or impairment which would require an accommodation wherein business will be conducted over the telephone, by home visits, or by other means not involving trips to the office.

The processing of Informal Reasonable Accommodation requests should be done promptly to reduce the time the client must wait to obtain their reasonable accommodation. When possible, housing staff should immediately begin the process of securing the requested reasonable accommodation.

Informal handling of Reasonable Accommodation requests should not be used as a "shortcut" to third party verification. If the disability is not visible, then it should be put through the formal process.

### **Formal Reasonable Accommodation Requests**

Formal processing of reasonable accommodation requests is required when:

- the disability and/or the need for a specific accommodation is not visible; or
- it is not clear how the requested accommodation is related to the disability, or
- the reasonable accommodation is unreasonable, cost prohibitive, or approval at the informal level is uncertain.

In these cases, a formal Reasonable Accommodation request must be submitted for the review of the RACC.

A client may submit the current SHRA Reasonable Accommodation forms or a current letter is received from a qualified professional requesting a reasonable accommodation that provides all the relevant information, the letter can be accepted as an option for the standard form.

The RACC reviews all completed reasonable accommodation requests regularly. The members are senior management from the Housing Choice Voucher and Public Housing Programs.

At least three (3) members are necessary to make a decision.

RACC members shall meet to review and evaluate the requested accommodations in light of the provider's verification of disability-related need and recommendations as to the needs for reasonable accommodations.

When reviewing the information submitted, the RACC is looking for a nexus between the requested accommodation and the disability-related need. The purpose of granting the accommodation is to either allow a disabled person access to the program or to allow a disabled person to obtain all of the same benefits of program participation as a non-disabled person.

If the information submitted by the health provider is incomplete, the RACC may follow up to request additional information or clarification.

The RACC shall determine whether the reasonable accommodation request is:

- Approved; or
- Denied

The RACC may also work interactively with the family to obtain additional information or to look at other alternatives through an interactive process before making a decision.

The Chair of the RACC is also the HUD Section 504 Coordinator for the PHA.

In the event that the qualified provider specified in the ARP is non-responsive a notification letter shall be issued saying that no response has been received from the specified provider. The notification letter shall specify that any additional information will be considered.

### **Interactive Process**

In those cases, where an evaluation of the qualified provider's recommendation indicates an alternate accommodation may be similarly effective, and based on the RACC's recommendation, the Reasonable



Accommodation Receiver, or designated staff, may engage in an interactive process with the client. This negotiation attempts to reach agreement between the original request and an alternate accommodation that would effectively address the disability-related need as stated by the provider. Note that the client must voluntarily agree to an alternate accommodation.

When requests are made for an additional bedroom for medical equipment, photos may be requested or a home visit may be scheduled to evaluate the size and quantity of the equipment to be accommodated.

**No Subsequent Third Party Verification for Formal Requests**

No further annual approvals for reasonable accommodations will be needed during subsequent re-certifications as long as the client's health care provider has previously certified that the condition is not expected to improve over the long term.

However, the PHA retains the right to re-evaluate the need for the RA at any time. Staff will then require third party verification in order to verify the need for the RA.

If it is believed the reasonable accommodation was granted under false pretenses, an interim examination and re-evaluation may be initiated with supervisory approval.

**Confirmation at Inspection**

When the RACC approves an additional bedroom for any purpose, the Agency will verify that the bedroom is continuing to be used for its approved purpose at the time of next HQS inspection. If the purpose of the bedroom has been changed from what was approved, the approval for the RA will be re-evaluated.

**Grievance or Appeal Process**

The family's right to appeal the RACC's determination to a third party, acting as a hearing officer, provided that the written request for an informal hearing is received within (30) days from the time they receive their determination letter. During the Informal Hearing the family may present their reasons for requesting the reasonable accommodation and any supporting documentation.

(For HCV, please refer to Chapter 18 for *Grievances and Appeals*).

## CHAPTER 25 INSUFFICIENT FUNDING

### INTRODUCTION

The regulation at 24 CFR §982.454 provides that the PHA may terminate HAP contracts, in accordance with HUD requirements, if the PHA determines that funding under the Annual Contributions Contract is insufficient to support continued assistance for families in the program. Before terminating HAP contracts on the basis of insufficient funding, the PHA will ensure that it has carefully considered all cost-savings measures and the impact such terminations will likely have on program participants.

### A. CURRENTLY ASSISTED FAMILIES

When the Housing Authority determines that it does not have sufficient funding to support continued assistance for families in the program, it will terminate the Housing Assistance Payments (HAP) contract for families that have most recently been admitted to the HCV program. Contracts will be terminated for the families with the newest admission dates until funding is sufficient to support continued assistance for the remaining families. The PHA will give both the families and owners 30 days advance notice of this action. Families whose contracts have been terminated due to lack of funding (they have “zero HAP”) will be eligible for assistance again as funds become available based on their admission date. Families with the oldest admission dates will be assisted first.

Families will be terminated from the program 180 days after contract termination (see Chapter 15). The PHA will issue such families a written 30-day notice of the program termination. These families will receive priority to be readmitted to the program before project-based families may move with tenant-based assistance and before new applicants are selected from the HCV waiting list. At the time a family is terminated as a result of insufficient funding, PHA staff shall add them to the HCV waiting list even if the waiting list is closed. These families will be given 30 preference points. Families must submit address changes in writing to ensure they receive notices from the PHA. Families will be selected to be readmitted to the HCV program in order based on their original admission date. Families with the earliest admission dates will be the first to be readmitted. The PHA will only verify income eligibility and conduct a criminal background check for all adult household members, but will not re-verify preferences for these families.

Project-based tenants are not subject to contract termination resulting from insufficient funding.

Should the PHA have to terminate families from its HCV program due to a funding shortfall, NED, VASH and FUP families that comprise the required number of families served (maximum allotted vouchers to the PHA) must be last to be terminated. (per PIH 2013-19).

Contracts will not be terminated in cases where families were residing in housing subject to disposition, pre-payment or opt-out and the families chose to receive a tenant based voucher and were admitted to the HCV program within the past 12 months. If these families were admitted to the HCV program more than 12 months prior to consideration of termination, their contract may be terminated as a result of insufficient funds. The PHA will make all reasonable efforts to prevent disruption of assistance, such as consideration of inter-program transfers (see Chapter 13).

**Moves With Continued Assistance [PIH 2011-28, 2012-42, PIH 2011-3]**

If the PHA has insufficient funding to support continued assistance for participating families, it may deny family requests to voluntarily move. The PHA will inform families submitting requests to move that voluntary moves are prohibited unless the family can show that the PHA will pay the same or lesser amount in subsidy than the current subsidy being paid. Voluntary moves outside of the PHA's jurisdiction will not be prohibited if the receiving PHA is absorbing. Requests to take the voucher to a higher cost area will be denied. Please see Glossary for definitions of higher cost area and higher cost unit. When funding is available and the PHA is allowing voluntary moves to higher cost areas, the PHA will provide such information on its website at [www.shra.org](http://www.shra.org).

Families who are involuntary movers will be permitted to move as described in Chapter 13. Families requesting to move in accordance with VAWA or as a Reasonable Accommodation shall not be denied a move; however, these requests will be reviewed and approved at the discretion of the PHA in accordance with PIH 2011-28, 2012-42, and 24 CFR §982.314(e)(1).

**B. APPLICANTS ISSUED VOUCHERS**

The PHA may over-issue vouchers only to the extent necessary to meet leasing goals. If the PHA finds it is over leased or has insufficient funding, it may stop issuing vouchers and/or cancel vouchers that have already been issued. In such cases, families with canceled vouchers would be returned to the waiting list and will be given preference points as described in Chapter 4. When funding becomes available and the PHA is able to select families from the waiting list again, the PHA will only verify income eligibility and conduct a criminal background check for all adult household members, but will not re-verify preferences for these families.

Families with PBV will be allowed to receive a tenant based voucher to move before applicant families who had their vouchers canceled.

Families who had their voucher canceled will be pulled from the waiting list in the order of their original voucher effective date.

**C. RESTORATION OF FUNDING**

When funding is available, vouchers will be issued in the following order to assist:

1. Participant families whose housing contracts were terminated due to insufficient funds;
2. Families who were terminated from the program due to insufficient funds;
3. Families eligible for special programs as determined by HUD;
4. PBV families who choose to move with a tenant based voucher;
5. Applicant families whose vouchers were canceled due to insufficient funds;
6. Other applicant families on the HCV waiting list.

## CHAPTER 26 MARIJUANA POLICY

The possession of medical marijuana is no longer a crime under California Law; however, its possession is illegal under federal law. When a state law is in conflict with a federal law, the federal law prevails. Thus, under federal law, possession of marijuana for medical and/or non-medical purposes constitutes a crime.

Marijuana use or possession includes the growing cultivating, selling, bartering, exchanging or other activity that furthers the proliferation and/or use of marijuana on or near your subsidized unit.

### **Admission**

All forms of marijuana possession, including the use of “medical marijuana” is illegal under federal law even if it is permitted under state law. HCV will deny admission to any household where there is, at the time of application or processing for admission, reasonable cause to believe they may have illegally used a controlled substance, as that term is defined by the Controlled Substances Act (CSA).

HCV will also deny participation to applicants where the PHA has reasonable cause to believe that any family member has illegal used or possessed marijuana or engaged in any drug-related or other criminal activity within the past three years.

### **Reasonable Accommodation**

A person who possesses marijuana for medicinal use is an illegal drug user under federal law. HCV will not approve any reasonable accommodation requests for the use of medical marijuana.

### **Medical Expense Deduction**

When calculating a participant’s adjusted income, HCV must deduct from annual income the “unreimbursed medical expenses of any elderly or disabled family” that exceed three percent (3%) of annual income. However, the IRS specifically states that an elderly or disabled person “cannot include in medical expenses amounts (paid) for controlled substances (such as marijuana, laetrile, etc.), in violation of federal law.”

The PHA will not include medical expenses used to pay for marijuana or its paraphernalia in the calculation of medical expense deductions.

### **Ending Program Participation**

If HCV has reasonable cause to believe a participant is using marijuana in, or in the immediate vicinity of, their subsidized unit they may have their participation proposed for termination.

## CHAPTER 27 LANGUAGE ACCESS PLAN

### Introduction

The PHA takes reasonable steps to ensure that individuals with Limited English Proficiency (LEP) are provided equal access to participation in its programs at the same level as native English speakers. This policy is in accordance with Title VI of the Civil Rights Act of 1964, which protects individuals from discrimination on the basis of national origin and Executive Order (EO) 13166, which directs all federal agencies including the Department of Housing and Urban Development (HUD) to ensure all programs receiving federal assistance provide meaningful access to LEP persons. In addition, this Plan is in accordance with HUD's Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, dated January 22, 2007.

The Agency's Language Access Plan (LAP) is primarily program-based; however, certain administrative functions may also need to serve LEP individuals, families, vendors, and the public. All SHRA departments and administrative functions will follow the standards set forth in SHRA's Language Access Plan.

### **A. Meaningful Access: The Four Factor Analyses**

Recipients of federal funds are required to take reasonable steps to ensure meaningful access to LEP persons to receive critical services while not imposing an undue financial burden on local government. SHRA's assessment of services provided in accordance with regulations and guidelines will be assessed using a Four Factor Analysis established by HUD.<sup>1</sup>

1. The number or proportion of LEP Persons served or encountered in the eligible service population;
2. The frequency with which LEP persons come into contact with the programs;
3. The nature and importance of the program, activity, or service provided by the Agency;
4. The resources available and cost.

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<sup>1</sup> U.S. Dep't. of Housing and Urban Dev., "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" 72 F.R. 2732 (Jan. 22, 2007).

**FACTOR 1. The number or proportion of LEP persons served or encountered in the eligible service population in Sacramento**

Persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be LEP, and may be entitled to language assistance with respect to a particular type of service, benefit or encounter. SHRA seeks to communicate effectively with LEP persons who may be seeking information about SHRA’s programs (HCV and public housing), applicants, tenants, and program participants, family members of applicants and participants, property owners/landlords, and contractors.

Analysis of the demographics from the most recent U.S. Census data from the American Community Factfinder survey, highlights the needs of Limited English Proficient individuals among Sacramento’s diverse population. According to 2014 data, 13% of Sacramento County’s population of 1,383,333 residents did not speak “English very well.” The percentage of LEP persons receiving assistance from SHRA programs is consistent with LEP data countywide. Combined program participants in 2015 totaled 15,410 with 14% or 2,213 individuals identified as LEP persons.

The top five languages spoken by LEP individuals in Sacramento County are indicated below.

**TABLE 1: Ranking Sacramento County LEP Languages**

<b>Rank</b>	<b>Language</b>	<b>Percent</b>	<b>Population</b>
	Spanish	4.8%	67,060
	Chinese	1.30%	18,623
	Russian	1%	14,197
	Vietnamese	1%	13,198
	Hmong	<1%	10,333

(A full list of languages spoken by LEP populations greater than 1,000 in Sacramento County is available in Table 5.)

Most of the federally funded services and programs at SHRA are targeted to low- and extremely low-income households; however, the U.S. Census LEP data is not cross-tabbed with household income to evaluate the potential income eligibility of LEP persons for HUD programs.

The Public Housing and the Housing Choice Voucher programs compared with the community percentage of each language yields the following. The top five languages served at SHRA are the same top five languages spoken by LEP persons in Sacramento County. However, SHRA strives to close the gap of services provided to Spanish-speaking LEP persons participating in, applying to, or requesting information about its programs.

From the data for both the larger applicant pool and the lottery pool, we can see that similar ethnic groups of families with limited English capabilities were selected. In 2015, there were a combined total of 81,047 families on all SHRA waiting lists. When these families are added to the number of families participating in HCV and those residing in Public Housing, the total number is 96,457, which yields the following percentages:

**TABLE 2: SHRA LEP Persons on Waiting lists and Existing Families**

Top Five Languages	# of Families on Waiting list	% of Families on Waiting list
1 Russian	437 299	0.82%
2 Vietnamese	418 83	0.22%
3 Hmong	355 69	0.19%
4 Ukrainian	176 47	0.13%
5. Farsi	147 42	0.12%

\*Total HCV and Public Housing waiting list applicant records is 42,773

**TABLE 3: Comparison of SHRA LEP Participants with Sacramento County LEP Individuals:**

Housing Authority Top 6 Languages	# Housing Authority Families*	% of Housing Authority Families*	Sacramento County Ranking	Sacramento County %
Russian	513	3.3%	4	<1%
Vietnamese	424	2.7%	3	1%
Hmong	351	2.2%	5	<1%
Chinese (Cantonese and Mandarin)	171	1.13%	2	1.3%
Spanish	176	1.1%	1	4.8%
Farsi	102	.77%	N/A	N/A

\*Total HCV and Public Housing LEP Participants

Based on 2015 participant data, approximately 15.81% of 12,529 participating families receiving HCV assistance identified as LEP persons (see APPENDIX A). Outreach to Asian-language speakers has been more successful and SHRA continues to improve outreach to Spanish speaking individuals and families to ensure that it is meeting the local housing needs of the County's largest identified LEP population.

In 2015, 2881 participant families received public housing assistance, with .08% identified as LEP persons. Nearly 520 or 18% of public housing households did not have any language (English or other) recorded in the database. However, this reporting has significantly improved over the last year due to training provisions to ensure accurate information is collected as part of the recertification/intake process in order to capture all LEP families living in Public Housing or participating in the HCV program.

**TABLE 4: Percentage of LEP Served by Program**

SHRA Program	Percentage of Top 5 Languages Served	
<b>HCV</b>	3.95%	Russian
	3.07%	Vietnamese
	2.74%	Hmong
	1.08%	Spanish
	.91%	Chinese
<b>Public Housing</b>	1.90%	Chinese
	1.45%	Spanish
	1.30%	Vietnamese
	0.48%	Russian
	.30%	Farsi

**FACTOR 2. The frequency with which LEP persons come into contact with the programs:**

On average, a family may come in contact with Housing Authority staff at least three times a year for various reasons. Initial applications for Public Housing and Housing Choice Vouchers are accepted online. Once selected for housing, the lease-up process may take two or three visits or interaction with SHRA staff. After that, there is the annual recertification process, the annual inspection process, as well as any required updates to family income or composition.

**FACTOR 3. The nature and importance of the program, activity, or service provided by the Agency:**

The provision of affordable housing and housing assistance meets a critical need in any community. In Sacramento County, there are more than 2,800 families living in Public Housing and more than 12,500 families participating in the Housing Choice Voucher Program. Based on the impact on thousands of families in Sacramento County, the importance of the Housing Choice Voucher and Public Housing programs is high and prevents many families from becoming homeless. In the most extreme cases, the number of individuals who will experience homelessness over the course of a year can be estimated based on Point-In-Time Count data, and for 2015, Sacramento’s annualized count was 5,218 persons.<sup>2</sup> SHRA strives to ensure affordable housing opportunities are available and accessible to all eligible families to prevent the risk of homelessness.

**Housing Choice Voucher**

To successfully participate in the HCV program, applicants and tenants must be able to participate in compulsory activities, such as the voucher briefing, the annual re-examination and inspection/re-inspection process, and attendance at informal reviews or hearings when a family is denied assistance or termination from the program is proposed. Being able to understand SHRA’s information is vital to obtaining a voucher, finding and moving into housing, remaining in the home, and remaining in the program through compliance with program requirements and regulations.

<sup>2</sup> Sacramento Steps Forward: 2015 Point-in-Time Homeless Count Report. July 16, 2015.



### **Public Housing**

To participate successfully in SHRA's public housing program, applicants and tenants must be able to complete the application, understand the occupancy policies and leases or rental agreements along with house rules so that they can enjoy residing in their homes while abiding by those rules. Additionally, it is crucial that residents of public housing understand written notices about the program and their continued participation in the program.

#### **FACTOR 4. The resources available and cost**

The Housing Authority is committed to spending the resources needed, within reason, to ensure that LEP families are accommodated. With approximately 2,200 documented LEP families (or 14% of combined program participants) coming into contact with Housing Authority staff approximately three times per year, more than 6,500 annual LEP contacts occur, mostly during inspections and annual recertifications.

SHRA has a contract with a vendor that provides interpretation and translation services in more than 180 languages. Telephonic interpretation is seen as the most appropriate, cost-efficient, and accurate service for SHRA's LEP families. During the past year, SHRA provided telephonic interpretation services for LEP participants in 15 different languages.

The Housing Authority is committed to translating vital documents when it is necessary for the family to have equal access to housing services; however, the current cost to provide translated documents in all of the languages spoken by LEP persons in populations exceeding 1,000 is disproportionate to the frequency of the contact between these populations and SHRA and their participation in its programs. Using vital documents translated by HUD is the most cost-effective option. However, there are still instances when documents must be customized to contain specific information detailing the participant's particular case. Protocol is in place to ensure these participants are aware of access to free language assistance.

Both the Housing Authorities of the City and County of Sacramento have approved the Agency's budget resolutions, which include annual funding to cover costs for on-call and translation services. In addition, SHRA has identified several bilingual staff members who are available to assist with translation and interpretation services in Spanish, Chinese (Cantonese and Mandarin), and Hmong.

Additionally, SHRA maintains positive relationships with social service agencies and community based organizations that can assist with informal translations in a variety of languages.

It is a priority to use limited funding to maximize access to as many vital documents as possible. An analysis of vital documents for translation in Appendix C identifies those documents that have already been translated by HUD or others, those documents for which the most vital information can be provided in a summary, rather than a translation of the entire document, and those documents where interpretation of the document will be available in multiple languages.

#### **The Language Access Plan (LAP)**

SHRA has prepared this LAP to address the identified needs of the LEP populations served or potentially served by its programs. In compliance with federal guidelines, SHRA will make reasonable efforts to provide free language assistance for LEP clients in all of its programs so as to ensure that these individuals have meaningful access to programs.

SHRA is committed to effectively serving LEP persons through this Administrative Plan, and will utilize bilingual staff, on-call telephone interpretations services, downloadable documents from websites, and other resources as necessary to meet the public’s LEP needs. Implementation of the LAP will continue to evolve over time in response to data such as the 2020 Census and new technology resources.

**Section One**

**B. How LEP Persons Are Identified**

An LEP person is an individual who does not speak English as his/her primary language and who has a limited ability to speak, read, write, or understand English at a level that permits him/her to communicate effectively in the course of applying for, or receiving, agency services or benefits.<sup>3</sup>

**Sacramento County Languages Spoken at Home**

Using U.S. Census data from the American Factfinder website provides information on adults who speak English “less than very well” in SHRA’s service area population. The service area is defined as Sacramento County. According to this data, Sacramento’s population in 2014 was 1,383,333 with 69% or 951,293 residents who spoke proficient English.

**TABLE 5: Ranking of LEP Languages in Sacramento County by Population Greater Than 1,000**

<u>Language</u>	<u>Percentage</u>	<u>Population</u>
Spanish	4.8%	67,060
Chinese	1.30%	18,623
Russian	1%	14,197
Vietnamese	1%	13,198
Hmong	<1%	10,333
Tagalog	<1%	9,353
Hindi	<1%	3,734
Arabic	<1%	2,553
Laotian	<1%	2,351
Japanese	<1%	1,804
Persian	<1%	1,715
Urdu	<1%	1,473
Armenian	<1%	1,306

\*This data relies on self-reporting and does not specify various dialects spoken within a language (e.g. for Chinese-speaking individuals, Mandarin, Cantonese, etc.).

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<sup>3</sup>U.S. Dep’t. of Housing and Urban Dev., “Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons” 72 F.R. 2732 (Jan. 22, 2007).

## Section Two

### **C. Points and Type of Contact with LEP Persons**

#### **Waiting Lists**

##### **Housing Choice Voucher**

The Housing Choice Voucher Program operates using a computerized and randomized lottery system. Waiting list times vary and, because the demand for vouchers far outweighs the supply, the waiting list is open only periodically.

##### **Public Housing**

The Public Housing program has site-based waiting lists. Various lists open and close at different times as the need for more applicants to occupy rental housing units arises.

##### **Online Waiting list Information**

When the waiting lists are open for Public Housing or Housing Choice Vouchers, applications are accepted electronically in several languages via a web portal at [www.sacwaitlist.com](http://www.sacwaitlist.com). This website has information in Spanish, Vietnamese and Russian indicating that assistance is available and how to contact the Agency. In addition to these languages, information on our website should also be provided in Chinese and Hmong.

When letters are mailed to families selected from the waiting list, they contain information urging those with language needs to contact the Agency for professional, reliable, and confidential language assistance.

Public Housing and the Housing Choice Voucher program disseminate information on waiting list opening and closing on the Sacramento Housing and Redevelopment Agency website at [www.shra.org](http://www.shra.org). This site is also accessible in Spanish, Russian, Vietnamese, Thai, Chinese and Korean. Additional languages may be added as necessary.

#### **Intake Appointments**

SHRA has combined Intake staff to process applications for Public Housing and Housing Choice Voucher programs. Intake staff has procedures to follow to help new LEP applicants. Intake staff members show the LEP applicant the Language Identification Flashcard so they may point to their preferred language of communication.

Once a client selects a language on the flashcard, Intake staff will contact the Housing Authority's professional, contracted language vendor to request telephonic interpretation in the client's preferred language.

A conference call can be facilitated by Intake staff so that the interpretation-assisted call can take place at the client's home or at SHRA's office. Intake staff facilitates calls with the professional interpreter, the resident or participant, and SHRA staff. This takes a high degree of coordination; however, the benefit is that it helps to make language interpretation available at a time and place that is convenient for the family.

Generally, to fill out a full application and sign other necessary paperwork, the telephonic interpreter will interact with the staff interviewer who will explain to the interpreter what is being asked, and the interpreter will communicate that to the LEP family in their preferred language during a three-way call facilitated by Intake

staff. When the LEP family responds in their preferred language, the interpreter then communicates the information to the Intake staff, who can transcribe information from the interpreter onto the English data form. The English data form is the official form.

Intake staff will, with the family's permission, have the family's language input into the housing software system, which has a searchable field for "language." This helps the Housing Authority determine how many families or individuals speak specific languages and better prepares for future communication with the family in their preferred language.

#### **Briefing Appointments**

Any family that wishes to be provided with interpretation services for a briefing appointment will be asked to provide the Housing Authority with 24-48 hours' notice so that contracted and qualified interpreters who speak the family's language can be scheduled. Sometimes, in-house staff interpreters are available to provide immediate assistance to the families. LEP families can be at home and ask questions of the staff person in real time over the phone with the help of the interpreter.

#### **Recertification Appointments**

Annual Recertification packets are mailed to each participant in the HCV program.

However, if LEP families need help completing the packet they can phone the Agency's call center or, for public housing, the property's office. Staff from either the call center or property site office can call the Agency's contract interpreter and they will place the family on a three-way phone call to explain the questions to LEP families in their native language. HCV call center staff or Public Housing property office staff can take the answers from the interpreter in English and complete the forms

Often, families use English-speaking third party contacts to complete their paperwork. All tenants or participants who indicate that they would like their third party contact to receive written correspondence from SHRA will receive notice that it is time to recertify for continued eligibility. This enables the third party to work with the family to complete the paperwork accurately and it is more likely to be on time.

**Section Three**

**D. Outreach and Language Assistance**

**Notice of Right to Language Assistance**

It is important for SHRA to let LEP persons know that language access services are available and that they are free of charge. Notices will be provided in the LEP individual's preferred language.

SHRA will inform LEP persons of language access services by:

- Posting signs in common areas, offices, and on the premises where applications are completed in person. These signs are posted in multiple languages and state that language services are free upon request;
- Stating in outreach materials that free language access services are available;
- Working with community organizations to inform LEP persons of the availability of language services;
- Updating the current phone system to include more language options for the languages most frequently requested;
- Informing LEP individuals online through the SHRA website that language-access assistance is available, posting identified documents in multiple languages.

**Additional Outreach for Housing Choice Voucher**

SHRA will provide notices on non-English speaking radio and television stations, and in non-English print media about available language assistance services and how to access them. Publicizing the opening of the HCV waiting list is conducted through news items in English and non-English media outlets prior to and during the opening of public housing and the Housing Choice Voucher Program waiting lists.

**Section Four**

**E. Staff Capacity and Training**

**Staff Capacity**

The Agency has designated a staff member for the Housing Choice Voucher and the Public Housing Programs to be Language Access Plan (LAP) Coordinator for these program duties. LAP Coordinator(s) are responsible for monitoring LEP activities in the HCV and Public Housing programs. Staff, residents, participants, and public suggestions to improve or revise efforts to accommodate LEP families' needs are directed to these LAP Coordinator(s). The two LAP Coordinators report directly to the Assistant Director for each program. The Assistant Directors have overall responsibility for ensuring that resources are available for program compliance and for coordination and cooperation between the programs. In addition to the contracted vendor, which can provide interpretation services in more than 180 languages, certain staff members have been identified for language interpretation to provide oral and/or written translation assistance.

**Staff Training**

Staff members who interact with clients receive training on using the "Language Identification Flashcards" and the Agency's translation services vendor. This training is documented so that new staff members are exposed to it as part of the orientation process in their departments. Existing staff members are also provided periodic refresher trainings on these procedures.

Staff training topics include:

- Discussion of the Language Access Plan and obligation to provide language assistance
- How to respond to LEP callers
- How to respond to written communications from LEP clients
- How to respond to in-person LEP clients
- How to use "Language Identification Flashcards"
- How to operate the on-call telephone interpretation services
- Becoming familiar with staff and outside vendors available for interpretation at appointments
- Becoming familiar with the location of translated documents
- How to correctly document language preference in SHRA's database

In accordance with 24 CFR §§982.54(d)(6) and 982.304, SHRA will educate Housing Choice Voucher Program staff of their obligation to assist families claiming that discrimination has prevented them from leasing a suitable unit by providing them information on how to complete and file a housing discrimination complaint.

**Section Five**

**F. Language Access Measures and Services Provided**

**Language Access Measures**

Language access includes interpretation and/or translation. SHRA identifies interpretation to be spoken language assistance, while translation refers to providing written information in the identified language that assistance is needed. However, there will be times when language assistance may include oral interpretation of a written document.

SHRA will determine when interpretation and/or translation are needed and reasonable. Staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance, and SHRA determines that the client is an LEP person, SHRA will make reasonable efforts to provide free language assistance. SHRA has the discretion to determine the type of language assistance necessary to provide meaningful access to its programs.

**Written Translation**

**Vital Documents**

HUD has defined “vital documents” as those forms or documents that are critical for ensuring meaningful access, or awareness of rights or services, or federally funded services or benefits. SHRA staff have reviewed forms and policy documents and identified those which would be classified “vital” for both HCV and public housing programs in Appendix C. HUD Guidance notes that “vital” information may include, for instance, the provision of information in appropriate languages other than English regarding where an LEP person might obtain an interpretation or translation of a document.

The list of vital documents may be revised to meet the needs of LEP families. Requests may come from staff, residents, participants, managers or executives and will be routed through the LEP Coordinators for each program. Documents in specific languages will be placed in a designated language folder in the appropriate Agency electronic library so that both programs may utilize documents originated by the other, as appropriate. Documents specific to each program may be kept in electronic folders in those department drives, filed by form or function.

SHRA will begin to phase in translated documents to be in compliance with the federal standard as required to translate those documents into at least several of the more frequently encountered languages and will set benchmarks for continued translations into the remaining languages over time. A phased strategic approach to translation is suggested within fiscal constraints by incorporating those forms or brochures that have been translated by HUD, and identifying those where a summary rather than the entire document may be sufficient. In the meantime, a cover sheet will be included with written materials for LEP participants that indicates that language access is available and how to obtain these services free of charge. As vital documents are phased into circulation, a cover sheet will be used to provide summary information of documents for participants. See APPENDIX C for a full list of vital documents.

A reasonable alternative to preparing written translation of all SHRA documents is providing oral interpretation of the document. In the Analysis of Vital Documents in Appendix C, staff has evaluated whether to translate the document in its entirety, translate a summary or highlights, use a translation available from other resources, or attach a cover sheet to the form offering oral translation. Based on analysis of Factors 1 and 2, the document

cover sheet with a statement that oral translation is available should be available in Spanish, Russian, Chinese, Vietnamese and Hmong.

SHRA is committed to providing translation of vital documents to LEP persons. According to the 2014 U.S. Census American Fact Finder data, there is not one single language in the LEP population that reaches the 5% threshold. However, this does not minimize the importance of ensuring that resources are available for LEP persons when a population threshold of 1,000 is met.

**TABLE 6: Safe Harbor Guidelines**

Size of Language Group	Recommended Provision of Written Language Assistance
1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents
More than 5% of the eligible population or beneficiaries <i>and</i> more than 50 in number	Translated vital documents
More than 5% of the eligible population or beneficiaries <i>and</i> 50 or less in number	Translated written notice of right to receive free oral interpretation of documents.
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required.

**Interpretation Services**

**Oral Language**

Oral interpretation can be provided by formal (e.g. contracted professional vendors) or informal interpreters (e.g. family member, friend or other individual fluent in English and the necessary language). SHRA is committed to accuracy in interpretation services provided to LEP persons.

**Formal Interpreters**

While many applicants, public housing residents, and Housing Choice Voucher participants prefer to bring relatives and friends to interpret English for them in their native language, SHRA employees are advised to use the SHRA’s professional language assistance contractor to ensure accurate translations are provided to the families on technical program issues.

Staff must advise LEP persons about the availability of free language services. Even if the applicant, resident, or participant is accompanied by a friend, relative, or caseworker fluent in his or her preferred language, SHRA reserves the right to have a housing authority-contracted professional interpreter assist in the process to ensure that the companion’s interpretation is accurate. The interpreter will not disclose non-public data without written authorization from the client.

**Informal Interpreters**

An LEP person may use an informal interpreter of his or her own choosing and at his or her own expense, either in place of, or as a supplement to, the free language assistance offered by SHRA. If possible, SHRA will accommodate an LEP client’s request to use an informal interpreter in place of a formal interpreter. There are



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some situations where family members or friends are not suitable translators (e.g. family members under 18 years of age who may not have the ability to translate technical terms or perpetrators of domestic violence, or elder abuse, or suspected perpetrators of program fraud who should not be allowed in the same room with the applicant, resident, or participant during the interpretation). There may also be issues of confidentiality, competency, or conflict of interest.

If an LEP client prefers an informal interpreter to interpret after SHRA has offered free interpretation services, the informal interpreter may interpret. In these cases, the client and interpreter may sign a waiver of free interpretation services or other documentation of the offer of formal interpreter services, the refusal, and SHRA's accommodation of the client's wishes. SHRA staff must be sensitive to the feelings of the LEP person, but personal safety must be a priority.

**Section Six**

**G. Monitoring and Updating the Language Access Plan (LAP)**

SHRA will monitor the impact of its LAP by seeking the feedback of those who use LAP services. Each program department at SHRA will participate in an annual review of the Language Access Plan to ensure that Agency actions are consistent with the Plan. Demographics and the need for LEP services will be updated at least every two years. Changes in procedures will be incorporated on an ongoing basis ensure that SHRA maintains consistency with the LAP Plan and that daily service efforts adequately serve LEP clients

SHRA will review the LAP periodically, but no less than every two years, to evaluate its overall effectiveness and any changes in the LEP populations or their needs. Modifications to the Plan may be based on:

- U.S. Census data
- Frequency of contact analysis of LEP clients and callers by staff
- Reports from SHRA's database system on the numbers of program participants who are LEP and listing the languages used by LEP clients
- Analysis of requests for interpreters and translation, as well as literacy skills of clients requesting language assistance: number of requests, languages requested, costs, etc.
- Assessment of whether existing language assistance services are meeting the needs of clients who are LEP
- Review of vital documents and appropriateness of translations available
- Assessment of whether staff members understand the LAP and procedures
- Nature and importance of activities and information to LEP clients
- Availability of resources
- Whether identified sources for assistance are still available

SHRA employees, program applicants, HCV program participants, or public housing residents who receive a report, or become aware, that a LEP person believes he/she has not been provided with language assistance services in accordance with this LAP should report that information to the LAP Coordinator(s). Incidents will be documented for response and will indicate if any immediate action is needed to update the LAP.

**APPENDIX A: 2015 SHRA HCV and Public Housing LEP Participants**

<b>Top Six Languages</b>	<b>Families</b>	<b>Percent</b>	<b>Program</b>
A-FARSI	79	0.63%	HCV
A-FARSI	9	0.38%	CNV
CA-CAMBODIAN	1	0.04%	CNV
C-CHINESE	55	2.33%	CNV
C-CHINESE CANTONESE	133	1.06%	HCV
CN-CANTONESE	1	0.04%	CNV
D-CHINESE MANDARIN	18	0.14%	HCV
F-FRENCH	1	0.04%	CNV
G-GERMAN	2	0.02%	HCV
H-HMONG	467	3.73%	HCV
H-HMONG	12	0.51%	CNV
HI-HINDI	1	0.04%	CNV
J-JAPANESE	1	0.01%	HCV
K-KOREAN	12	0.10%	HCV
K-KOREAN	2	0.08%	CNV
L-LAOTIAN	5	0.21%	CNV
L-SIGN LANGUAGE	13	0.10%	HCV
MA-Marshallese	1	0.04%	CNV
M-MIEN	23	0.18%	HCV
M-MIEN	4	0.20%	CNV
N-ROMANIAN	13	0.10%	HCV
O-PASHTO	3	0.02%	HCV
P-POLISH	1	0.01%	HCV
RO-ROMANIAN	4	0.20%	CNV
R-RUSSIAN	492	3.93%	HCV
R-RUSSIAN	19	0.80%	CNV
S-SPANISH	138	1.10%	HCV
S-SPANISH	62	2.62%	CNV
TO-TONGAN	1	0.04%	CNV
T-TAGALOG	1	0.04%	CNV
U-UKRANIAN	118	0.94%	HCV
U-UKRANIAN	1	0.04%	CNV
V-VIETNAMESE	468	3.74%	HCV

V-VIETNAMESE	52	2.20%	CNV
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**APPENDIX B: 2015 SHRA HCV and Public Housing Ranking of LEP Participant and Waiting list**

<b>HCV Program Languages</b>		
Total Number of Participants: 12,884		
<b>Top Six Languages</b>	<b># of HCV Families</b>	<b>Percent</b>
1 Russian	492	3.93%
2 Vietnamese	469	3.74%
3 Hmong	468	3.74%
4 Spanish	138	1.10%
5 Chinese Cantonese	133	1.06%
6 Ukrainian (Emerging)	118	0.94%

<b>Public Housing Program Languages</b>		
Total Number of Participants: 2,881		
<b>Top Five Languages</b>	<b># of HCV Families</b>	<b>Percent</b>
1 Spanish	62	2.62%
2 Chinese	55	2.33%
3 Vietnamese	52	2.20%
4 Russian	19	0.80%
5 Hmong	12	0.51%

<b>Combined Programs with Waiting lists</b>		
Total waiting list application records: 81,047		
<b>Top Five Languages</b>	<b># of Families on Waiting list</b>	<b>PHA Existing Families</b>
1 Spanish	437	0.54%
2 Russian	418	0.52%
3 Vietnamese	355	0.44%
4 Hmong	176	0.22%
5 Chinese	147	0.18%

<b>Applicant Pool</b>		
Total waiting list application records: 35,186		
<b>Top Five Languages</b>	<b># of Applicants</b>	<b>Percent</b>
1 Russian	307	0.87%
2 Other	250	0.71%
3 Vietnamese	241	0.69%
4 Spanish	229	0.65%
5 Hmong	138	0.39%

**APPENDIX C: Analysis of Vital Documents**

Keeping in the spirit of HUD's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", this is an expansive list of identified vital documents. However, this list is subject to change throughout a given year due to federal changes and guidelines.

<b>Phase 1: 2016-2019</b>					
<b>HCV Intake Forms, Letters and Notices</b>	<b>Translation of Full Document</b>	<b>Translation of Summary</b>	<b>Cover Sheet Offering Oral Translation</b>	<b>Translations Available</b>	<b>HUD Form Number</b>
Anticipated Withdrawal	X			CH, HMG, RUS, SP, VTN	
Informal Review (IR) request	X			CH, HMG, RUS, SP, VTN	
IR appointment		X		CH, HMG, RUS, SP, VTN	
IR rescission		X		CH, HMG, RUS, SP, VTN	
IR decision		X		CH, HMG, RUS, SP, VTN	
Prop term rescission		X		CH, HMG, RUS, SP, VTN	
Termination of Assistance	X			CH, HMG, RUS, SP, VTN	
Interview Invite		X		CH, HMG, RUS, SP, VTN	
Final Int. Invite (for Part B app)		X		CH, HMG, RUS, SP, VTN	
Interview attended letter		X		CH, HMG, RUS, SP, VTN	
Briefing Appt.	X			CH, HMG, RUS, SP, VTN	

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RA forms	X			CH, HMG, RUS, SP, VTN	
Port Denial	X			CH, HMG, RUS, SP, VTN	
Return to waiting list		X		CH, HMG, RUS, SP, VTN	
Remove from waiting list	X			CH, HMG, RUS, SP, VTN	
Voucher change		X		CH, HMG, RUS, SP, VTN	
Voucher extension		X		CH, HMG, RUS, SP, VTN	
2nd Voucher extension		X		CH, HMG, RUS, SP, VTN	
Voucher Expired	X			CH, HMG, RUS, SP, VTN	
Self-Termination		X		CH, HMG, RUS, SP, VTN	
Suspension of Process	X			CH, HMG, RUS, SP, VTN	
Zero Income Checklist		X		CH, HMG, RUS, SP, VTN	
Pre App update	X			CH, HMG, RUS, SP, VTN	
Pre App update confirmation letter		X		CH, HMG, RUS, SP, VTN	
Add on Request		X		CH, HMG, RUS, SP, VTN	
Denial from complex		X		CH, HMG, RUS, SP, VTN	

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Additional Info Requested	X			CH, HMG, RUS, SP, VTN	
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PBV Initial Interview Briefing	X			CH, HMG, RUS, SP, VTN	
PP - Second Interview Appointment	X			CH, HMG, RUS, SP, VTN	
Eligibility Denial Notice	X			CH, HMG, RUS, SP, VTN	
Notice Advising of Free Language Assistance	X			CH, HMG, RUS, SP, VTN	
Authorization for the Release of Information/Privacy Act Notice				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, TG, VTN	9886
A Good Place to Live (Housing Quality Standards)				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	HUD- 593-PIH
Certification of Domestic Violence, Dating Violence, or Stalking				HUD FORM	
Fair Housing Equal Opportunity for All				AR, CAMB, CH, KOR, RUS, SP, VTN	HUD- 1686-1- FHEO
Are You A Victim of Housing Discrimination?				AR, CAMB, CH, KOR, RUS, SOM, SP, VTN	HUD- 903.1

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<b>HCV Only</b>					
Application		X	X	CH, HMG, RUS, SP, VTN	
Voucher	X			AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52646
Statement of Homeowner Obligations				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52649
Family Self-Sufficiency Program Contract (Instructions and Attachment)				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52650
Family Self Sufficiency Program Escrow Account				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52652
Housing Assistance Payments Contract Section 8 Tenant-Based Assistance				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52641
Tenancy Addendum Section 8 Tenant-Based Assistance HCV Program				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52641-A
Supplement to Application for Federally Assisted Housing: Supplemental and Optional Contact Information				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	92006



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Fraud Notification					1141
Request for Tenancy Approval – HCV				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, TG, VTN	52517
HUD Allowances for Tenant-Furnished Utilities and Other Services				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52667
Contract Termination Notice			X	CH, HMG, RUS, SP, VTN	
Disposition Notice			X	CH, HMG, RUS, SP, VTN	
Exclusion of In-Home Supportive Services (IHSS) Income	X			CH, HMG, RUS, SP, VTN	
Family Obligations	X			CH, HMG, RUS, SP, VTN	
Informal Hearing Request	X			CH, HMG, RUS, SP, VTN	
Live-In Aide Yearly Certification Notice	X			CH, HMG, RUS, SP, VTN	
Mandatory Tenant Conference Disposition Notice (with WARNING for recertifications ONLY)			X	CH, HMG, RUS, SP, VTN	
Notice of Mandatory Tenant Conference			X	CH, HMG, RUS, SP, VTN	
Notice of Proposed Termination of HCV Eligibility			X	CH, HMG, RUS, SP, VTN	
Notice of Termination of Assistance			X	CH, HMG, RUS, SP, VTN	

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Recertification Notice			X	CH, HMG, RUS, SP, VTN	
Subsidy Adjustment Notice Homeownership Program			X	CH, HMG, RUS, SP, VTN	
Subsidy Adjustment Notice Housing Choice Vouchers (HCV)			X	CH, HMG, RUS, SP, VTN	
Voucher Expiration Notice	X			CH, HMG, RUS, SP, VTN	
Warning Notice			X	CH, HMG, RUS, SP, VTN	
Rescission of Notice of Proposed			X	CH, HMG, RUS, SP, VTN	
Termination of HCV Eligibility			X	CH, HMG, RUS, SP, VTN	
Notice of Termination of Assistance after 180 Days with Zero Housing Assistance Payment (HAP)			X	CH, HMG, RUS, SP, VTN	
Notice of Mandatory Tenant Conference (recertifications only)			X	CH, HMG, RUS, SP, VTN	
Mover Request Denial			X	CH, HMG, RUS, SP, VTN	
Mover Request Confirmation			X	CH, HMG, RUS, SP, VTN	
RFTA		X		CH, RUS, SP, VTN, HMG	
Affordability Worksheet		X		CH, RUS, SP, VTN, HMG	

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Abatement Letter		X		CH, RUS, SP, VTN, HMG	
RFTA Void	X			CH, RUS, SP, VTN, HMG	
<b>Public Housing Only</b>					
How Your Rent is Determined			X	SP, CH, KR, VTN	HUD Fact Sheet
Application		X	X	CH, RUS, SP, VTN, HMG	
Third Party Docs		X		CH, RUS, SP, VTN, HMG	
Anticipated Withdrawal	X			CH, RUS, SP, VTN, HMG	
Informal Review	X			CH, RUS, SP, VTN, HMG	
IR appointment	X			CH, RUS, SP, VTN, HMG	
Rescind IR (prop term)		X		CH, RUS, SP, VTN, HMG	
Termination of Assistance	X			CH, RUS, SP, VTN, HMG	
Interview Invite	X			CH, RUS, SP, VTN, HMG	

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Final Int. Invite (for Part B app)	X			CH, RUS, SP, VTN, HMG	
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Interview attended letter		X		CH, RUS, SP, VTN, HMG	
Return to waiting list		X		CH, RUS, SP, VTN, HMG	
Remove from waiting list	X			CH, RUS, SP, VTN, HMG	
Fingerprint invite	X			CH, RUS, SP, VTN, HMG	
Final Fingerprint invite	X			CH, RUS, SP, VTN, HMG	
Application		X	X	CH, RUS, SP, VTN, HMG	
Third Party Docs		X		CH, RUS, SP, VTN, HMG	
Anticipated Withdrawal	X			CH, RUS, SP, VTN, HMG	
Informal Review	X			CH, RUS, SP, VTN, HMG	
IR appointment	X			CH, RUS, SP, VTN, HMG	

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Rescind IR (prop term)		X		CH, RUS, SP, VTN, HMG	
*Leases			X	CH, RUS, SP, VTN, HMG	
3, 14, and 30 day Notices			X	CH, RUS, SP, VTN, HMG	
Hearing Notice			X	CH, RUS, SP, VTN, HMG	
Grievance Procedure			X	CH, RUS, SP, VTN, HMG	
Termination of Tenancy Procedures			X	CH, RUS, SP, VTN, HMG	
Termination letter for PH			X	CH, RUS, SP, VTN, HMG	
Full Move In Packet			X	CH, RUS, SP, VTN, HMG	N/A, PHA Generated
(The following documents are not PHA Generated.)					
Debts Owed to the PHA and Terminations					52675
Allowances for Tenant – Furnished Utilities and Other Service					52667
Family Report					50058
Authorization for the Release of Information/Privacy Notice					9886

Key: AM= Amharic, AR=Arabic, CAM= Cambodian, CREOLE=Creole, CH=Chinese, FR=French, HMG=Hmong, HND=Hindi, KOR=Korean, RUS=Russian, SOM=Somali, SP=Spanish, TG=Tagalog, VTN=Vietnamese

**\*Legal considerations of translated leases and documents:** HUD recommends that when leases are translated into languages other than English, Public Housing Authorities (PHAs) should only ask the tenant to sign the English lease. “The translated document would be provided to the tenant, but marked “For Information only.” HUD was asked whether leases, rental agreements and other housing documents of a legal nature are enforceable in U.S. courts when they are in languages other than English and responded generally that the English-language document prevails. The HUD translated documents may carry the disclaimer: "This document is a translation of a HUD-issued legal document. HUD provides this translation to you merely as a convenience to assist in your understanding of your rights and obligations. The English language version of this document is the official, legal, controlling document. This translated document is not an official document."<sup>4</sup>

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<sup>4</sup> HUD: Limited English Proficiency (LEP) Frequently Asked Questions  
([http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-faq](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq))

Violence Against Women Act & Domestic Violence

**CHAPTER 28 VIOLENCE AGAINST WOMEN ACT & DOMESTIC VIOLENCE**

**INTRODUCTION**

Title VI of the Violence Against Women Act (VAWA) adds a new housing provision that establishes several categories of protected individuals. Under the law victims of domestic violence, dating violence, stalking, and victims of sexual assault are granted protections, and cannot be denied or terminated from housing or housing assistance because of activity that is directly related to domestic violence.

**A. Purpose**

The purpose of this policy is to reduce domestic violence, dating violence, sexual assault, and stalking and to prevent homelessness by:

- protecting the safety of victims;
- creating long-term housing solutions for victims;
- building collaborations among victim service providers; and
- assisting the PHA to respond appropriately to the violence while maintaining a safe environment for the PHA, employees, tenants, applicants, Housing Choice Voucher participants, and others.

The policy will assist the Sacramento County Housing Authority and Sacramento City Housing Authority (PHA) in providing rights under the Violence Against Women Act to its applicants, public housing residents, Housing Choice Voucher participants and other program participants.

This policy is incorporated into the PHA's "Admission and Continuing Occupancy Policy", and "Housing Choice Voucher Program Administrative Plan" and applies to all PHA housing programs.

**B. Definitions**

The definitions in this Section apply only to this policy.

Actual or imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual or imminent threat, the factors to be considered include: The duration of the risk; the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual means a spouse, parent, brother, sister, child or a person to whom the tenant stands in the place of a parent or guardian, or any individual, tenant, or other lawful occupant living in the tenant's household.

Confidentiality: The PHA will not enter information provided to the PHA by a victim alleging domestic violence into a shared database or provide this information to any related entity.

Dating Violence: Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship.

#### Violence Against Women Act & Domestic Violence

**Domestic Violence:** Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim or intimate partner of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, committed by a person similarly situated to a spouse of the victim under the domestic or family violence laws of California, or committed by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of California.

The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

**Immediate Family Member:** A spouse, parent, brother or sister, or child of a victim or an individual to whom the affiliated individual; or any other person living in the household of the victim and related to the victim by blood or marriage.

**Perpetrator:** A person who commits an act of domestic violence, dating domestic violence or stalking against a victim.

**Safe Unit:** refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

**Sexual Abuse:** To cause substantial emotional or physical harm to the victim, an affiliated individual of the victim or the spouse or intimate partner of the victim.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Bona Fide Claim:** A bona fide claim of domestic violence, dating violence or stalking must include incidents that meet the terms and conditions in the above definitions.

#### **C. Certification and Confidentiality**

The person claiming protection under VAWA shall provide complete and accurate certifications to a PHA owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days a PHA owner or manager may take action to deny or terminate participation or tenancy. Mitigating circumstances will be considered in any case where the person or family did not submit or could not submit documentation timely. Additional time may be granted to a family on a case by case basis.

##### 1. Acceptance of Verbal Statement

PHAs are not required to ask for documentation when an individual presents a claim for VAWA protections; the PHA may instead choose to provide benefits to an individual based solely on the individual's verbal statement or other corroborating evidence. If the PHA decides to rely on such information, the PHA will document in a confidential manner, the individual's verbal statement or other corroborating evidence.



Violence Against Women Act & Domestic Violence

**D. HUD Approved Certification**

For each incident that a person is claiming as abuse, the person may certify to the PHA, owner or manager, their victim status by completing a HUD approved certification (form HUD-5382). The person shall certify the date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as a postal, e-mail or internet address, telephone or facsimile number or other identification if it is safe to provide and is known to the victim.

**E. Other Certification**

A person who is claiming victim status may provide to the PHA, an owner or manager: (a) documentation signed by the victim and an employee, agent or volunteer of a victim service provider, an attorney, record of administrative agency, mental health professional or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury the professional's belief that the incident(s) in question are bona fide incidents of abuse; or (b) a federal, state, tribal, territorial, local police or court record. Additional information may be requested for additional clarification purposes.

**F. Confidentiality**

The PHA and the owner and managers shall keep all information provided to the PHA under this section confidential. The PHA and owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- the victim requests or consents to the disclosure in writing;
- the disclosure is required for eviction from public housing and/or termination of Housing Choice Voucher assistance; or
- the disclosure is required by applicable law.

**G. Appropriate Basis for Denial of Admission, Assistance, or Tenancy**

PHA shall not deny participation or admission to a program on the basis of a person's abuse status, if the person otherwise qualifies for admission of assistance.

An incident or incidents of actual or threatened domestic violence, dating violence, stalking, or victims of sexual assault will not be a serious or repeated violation of the lease by the victim and shall not be good cause for denying to a victim admission to a program, terminating Public Housing assistance or occupancy rights, or evicting a tenant.

Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant's family is the victim of that domestic violence, dating violence or stalking.

Nothing in the previous sections shall limit the PHA's authority to propose termination of assistance of any participant for any violation of program Family Obligations not premised on the act or acts of violence against the participant or a member of the participant's household. However, the PHA may not hold a victim to a more demanding standard.

## Violence Against Women Act & Domestic Violence

Nothing in the previous sections shall limit the PHA's authority to propose termination of assistance, or deny admission to a program, if the PHA can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or others if the participant family is not terminated from assistance or denied admission.

Nothing in the previous sections shall limit the PHA's authority to deny admission or terminate the assistance of a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.

A Housing Choice Voucher participant who moves out of an assisted dwelling unit to protect their health or safety and who: (a) is a victim under this policy; (b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the Housing Choice Voucher program may receive a voucher and move to another Housing Choice Voucher jurisdiction.

### **H. Actions Against a Perpetrator**

The PHA may take action against a perpetrator of domestic violence; however, the survivor of domestic violence may take action to control or prevent the violence, sexual assault, dating violence, or stalking. The action may include but is not limited to: (a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator; (b) obtaining and enforcing a trespass against the perpetrator; (c) enforcing PHA or law enforcement's trespass of the perpetrator; (d) preventing the delivery of the perpetrator's mail to the victim's unit; (e) other reasonable measures.

### **I. Adverse Factors**

HUD PIH-2017-08 states On the surface, adverse factors may appear unrelated to domestic violence, dating violence, sexual assault, or stalking and may present legitimate reasons for denial, termination, or eviction. However, the presence of an adverse factor may be due to an underlying experience of domestic violence, dating violence, sexual assault, or stalking. An adverse factor may be present during much of an abusive relationship, or it may present itself only when a victim is attempting to leave, or has left, the abusive relationship. The following examples are provided to give PHAs and owners a sense of the many instances in which adverse factors might be the "direct result" of domestic violence, dating violence, sexual assault, or stalking. Please note that this list is neither exhaustive nor definitive.

- Poor credit history
- Poor rental history
- Criminal record
- Failure to pay rent

### **J. PHA Right to Terminate Housing and Housing Assistance Under this Policy**

Nothing in this Policy will restrict the PHA's right to terminate program assistance for program violations by a participant who claims VAWA as a defense if it is determined by the PHA that such a claim is not credible. Nothing in this policy will restrict the PHA's right to terminate program assistance if the participant (a) allows a perpetrator to violate a court order relating to the act or acts of violence; or (b) if the participant allows a perpetrator who has been barred from assisted unit to come onto the assisted unit including but not limited to the assisted unit's immediate vicinity under their control.

#### Violence Against Women Act & Domestic Violence

Nothing in this policy will restrict the PHA's right to terminate housing assistance if the participant who claims as a defense to an eviction or termination action relating to domestic violence has engaged in fraud and abuse against a federal housing program; especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was made. Such fraud and abuse includes but is not limited to unreported income; unauthorized household members; and/or ongoing violations of program Family Obligations.

#### **K. Statements of Responsibility of Participant, the PHA to the Victims, and to the Larger Community**

A participant has no less duty and responsibility under the program Family Obligations to meet and comply with the terms of the program than any other participant not making such a claim. Ultimately all participants must be able to take personal responsibility for themselves and exercise control over their households in order to continue their housing and housing assistance. The PHA will continue to address all participants who violate their Family Obligations including those who claim a defense of domestic violence. The PHA recognizes the pathologic dynamic and cycle of domestic violence and will work with victims of domestic violence partnering with other local victim support service providers and can refer the participant to the service providers when requested.

#### **L. Notice to Applicants, Participants and Tenants**

The PHA shall provide notice to applicants, participants, tenants, and managers of their rights and obligations under VAWA, including the right to confidentiality when a person is denied assistance, when a person is admitted, and when a tenant is notified of eviction or termination of housing benefits and within the 12 month period following December 16, 2016, either during the annual recertification process or lease renewal process, whichever is applicable. Tenant will also be provided with HUD form-5382 and Notice of Occupancy Rights Under VAWA.

#### **M. Reporting Requirements**

The PHA shall include in its 5-year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. PHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

#### **N. Conflict and Scope**

This Policy does not enlarge the PHA's duty under any law, regulation or ordinance. If this policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this policy conflicts with another PHA policy, this Policy will control.

#### **O. Emergency Transfers**

Sacramento Housing and Redeployment Agency (SHRA) is concerned about the safety of its participants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>5</sup> SHRA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender

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<sup>5</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

#### Violence Against Women Act & Domestic Violence

identity, or sexual orientation.<sup>6</sup> The ability of SHRA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SHRA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that ensures SHRA's covered housing programs comply with VAWA.

#### 1.) Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:

The tenant expressly requests the transfer; and

Either:

- a.) The tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit; or
- b.) If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

#### 2.) Emergency Transfer Request Documentation

To request an emergency transfer, tenants with rental assistance should submit their written request to the following:

SHRA Main Office: 630 I Street, Sacramento, CA 95814

The tenant will have the option of submitting HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (form HUD-5382). The tenant may submit one of the following types of third-party documentation:

- a) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency documenting the domestic violence, sexual assault or stalking.

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<sup>6</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

#### Violence Against Women Act & Domestic Violence

- Documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse in which the professional attests under the penalty of perjury to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse and that the victim of VAWA attests to the documentation.

SHRA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. If SHRA receives two or more completed form HUD-5382 that conflicts, SHRA can require the participant to submit third-party documentation within (30) calendar days. Given the third-party documentation submitted, SHRA will make a best judgment determination of which individual is the true victim in order to resolve the conflict. Lastly, SHRA will provide reasonable accommodations to this policy for individuals with disabilities.

#### Emergency Transfer Timing and Availability

SHRA will expedite any pending processes once a participant submits an Emergency Transfer due to VAWA.

##### A. Tenant- Based Assistance under the HCV program

SHRA will assist the tenant with their move to a safe unit by issuing a voucher quickly. If an emergency transfer request is received during the initial term of the lease the family will be issued a Mutual Agreement to terminate the contract. For guidance on Moves with Continued Assistance see Administrative Plan Chapter 13.

##### B. Project-Based Assistance

If the participant has not lived in the PBV unit for at least a year, SHRA will offer another PBV right sized unit, if available, and ready for move-in with 30-days. If a participant believes a proposed transfer would not be safe the participant may request a transfer to a different unit.

If SHRA has no available units for which a tenant who needs an emergency transfer is eligible, SHRA will issue a tenant based voucher. SHRA will also assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

If a participant makes an emergency transfer request and has been living in the PBV unit for one year or more, SHRA will offer another PBV right sized unit, if available, and ready for move-in within 30-days or upon the participant’s request SHRA will issue a tenant based voucher to move. For guidance on Moves with Continued Assistance see Administrative Plan Chapter 13.

SHRA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SHRA, however, will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability of a unit.

##### C. Moderate Rehabilitation (Mod Rehab)

#### Violence Against Women Act & Domestic Violence

If the victim is a participant in the Mod Rehab program and request an emergency transfer from the owner as described in this plan, the owner will assist the victim with the move to an available unit as quickly as possible. If a unit is not available for a tenant who qualifies for an emergency transfer, SHRA will:

1. Review the owner's (and other Section 8 Mod Rehab communities) existing inventory of units and determine when the next vacant unit may be available; and
2. Provide a listing of nearby HUD subsidized rental properties, with or without preference for persons who are victims of VAWA crimes domestic violence, dating violence, sexual assault, or stalking, and contact information for the local HUD field office

At the victim's request, SHRA will refer the victim to organizations that may be able to further assist the victim and provide a list of housing service providers in the community.

#### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>. Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

#### **Local Organizations offering Assisting Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact:

1. WEAVE 1900 K Street Sacramento, CA 95811 Phone number: (916)448-2321
2. A Community for Peace 6060 Sunrise Vista Drive #2240 Citrus Heights, CA 95610  
Phone number: (916)728-5613
3. My Sisters House 3053 Freepoint #120 Sacramento, CA 95818 Phone number: (916)930-0626

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>. For help regarding sexual assault, you may contact

1. WEAVE 1900 K Street Sacramento, CA 95811 Phone number: (916)448-2321
2. A Community for Peace 6060 Sunrise Vista Drive #2240 Citrus Heights, CA 95610  
Phone number: (916)728-5613
3. My Sisters House 3053 Freepoint #120 Sacramento, CA 95818 Phone number: (916)930-0626

Violence Against Women Act & Domestic Violence

Victims of stalking seeking help may contact

1. WEAVE 1900 K Street Sacramento, CA 95811 Phone number: (916)448-2321
2. A Community for Peace 6060 Sunrise Vista Drive #2240 Citrus Heights, CA 95610  
Phone number: (916)728-5613
3. My Sisters House 3053 Freeport #120 Sacramento, CA 95818 Phone number: (916)930-0626

**ADDENDUM #1: THE FAMILY SELF-SUFFICIENCY PROGRAM**

**Chapter 1**

**THE FSS ACTION PLAN**

**INTRODUCTION**

This chapter provides an overview of the family self-sufficiency (FSS) program and FSS action plan, including the purpose, organization, and required contents of the FSS action plan.

Part I: The Family Self-Sufficiency (FSS) Program and FSS Action Plan: This part provides an overview of the family self-sufficiency program and the purpose of the FSS action plan.

Part II: Requirements of the FSS Action Plan: This part covers action plan requirements, including development, revision, and contents of the action plan. It also contains information on family demographics, which is part of the required contents of the action plan.

**PART I: THE FAMILY SELF-SUFFICIENCY (FSS) PROGRAM AND FSS ACTION PLAN**

**1-I.A. OVERVIEW OF THE FAMILY SELF-SUFFICIENCY PROGRAM**

The origins of the FSS program are in two pilot projects implemented in 1986 and 1990, Project Self-Sufficiency and Operation Bootstrap, respectively. These projects were set up to test self-sufficiency programs for families with housing subsidies, and both demonstrated that families needed essential services in order to move toward economic self-sufficiency. These services include child care, transportation, medical care, and long-term education and training.

In the wake of the successful demonstration of these projects, family self-sufficiency became one of the initiatives under the Homeownership and Housing Opportunities for People Everywhere (HOPE) program enacted in 1990, and the FSS program was subsequently created under the National Affordable Housing Act the same year.

FSS built upon and refined both Project Self-Sufficiency and the bootstrap program. It remained a voluntary program in 1991 and 1992, but became mandatory in 1993 for any new increments of funding issued to PHAs. The 1993 regulations were further modified by the Quality Housing and Work Responsibility Act of 1998 (QHWRA).

The purpose of the FSS program is to coordinate housing assistance with public and private resources to enable assisted families to achieve economic self-sufficiency. The purpose and basic requirements of the FSS program are further elaborated upon in Chapter 2.

This family self-sufficiency program is administered by the Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento.

**1-I.B. APPLICABLE REGULATIONS**

Applicable regulations for public housing and HCV FSS programs include:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

24 CFR Part 902: Public Housing Assessment System



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24 CFR Part 903: Public Housing Agency Plans

24 CFR Part 945: Designated Housing

24 CFR Part 960: Public Housing Admission and Occupancy Policies

24 CFR Part 965: PHA-Owned or Leased Projects—General Provisions

24 CFR Part 966: Public Housing Lease and Grievance Procedures

24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

24 CFR Part 984: Section 8 and Public Housing Family Self-Sufficiency Program

**1-I. C. THE FAMILY SELF-SUFFICIENCY ACTION PLAN**

The family self-sufficiency (FSS) action plan is required by HUD. The purpose of the FSS action plan is to establish policies for carrying out the family self-sufficiency program in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's Agency Plan. This FSS action plan is a supporting document to the PHA Agency Plan, and is available for public review as required by 24 CFR Part 903.

This family self-sufficiency action plan is set forth to define the PHA's local policies for operation of the program in the context of federal laws and regulations. All issues related to FSS not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices, and other applicable laws. The policies in this FSS action plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

The PHA is responsible for complying with all changes in HUD regulations pertaining to the FSS program. If such changes conflict with this plan, HUD regulations will take precedence.

Administration of the FSS program and the functions and responsibilities of PHA staff shall be in compliance with the PHA's personnel policy and HUD's family self-sufficiency regulations, as well as all public housing and HCV regulations, in addition to federal, state, and local fair housing laws and regulations.

Addendum #1 – The Family Self-Sufficiency Program

**PART II. REQUIREMENTS OF THE FSS ACTION PLAN**

**1-II.A. OVERVIEW**

A PHA must have a HUD-approved action plan before implementing an FSS program, regardless of whether the FSS program is a mandatory or voluntary program. Further, this action plan must comply with the requirements specified for the plan in the regulations [24 CFR §984.201(a)].

The regulatory requirements dealing specifically with the FSS action plan itself largely involve the development, revision, and required contents of the action plan. This part covers those requirements.

**1-II.B. HUD APPROACH TO POLICY DEVELOPMENT**

In developing policy for the FSS action plan, PHAs need to be aware of the distinction HUD makes between mandatory and discretionary policies.

*Mandatory policies* are those driven by legislation, regulations, current handbooks, notices, and legal opinions.

*Discretionary policies* consist of those developed for areas in which the PHA has regulatory discretion, or with regard to optional, nonbinding guidance including guidebooks, notices that have expired, and recommendations from individual HUD staff.

HUD expects PHAs to develop policies and procedures that are consistent with mandatory regulations and to make clear the optional policies the PHA has adopted. The PHA’s FSS action plan is the foundation of those policies and procedures for the FSS program. HUD’s directions require PHAs to make policy choices that provide guidance to staff and consistency to program applicants and participants.

Following HUD guidance, even though it is not mandatory, provides a PHA with a “safe harbor.” HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If a PHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD’s safe harbor, but PHAs should carefully consider those decisions.

**1-II.C. FSS ACTION PLAN DEVELOPMENT AND REVISION**

**Development of Action Plan [24 CFR §984.201(b) and (c)]**

When developing an FSS action plan, a PHA must do so in consultation with the chief executive officer of the applicable unit of general local government and the program coordinating committee (PCC).

In addition, a PHA that is establishing its FSS program must submit an action plan to HUD for approval within 90 days after the PHA receives notice from HUD of approval of the PHA’s application for funding that establishes the obligation to operate an FSS program. This deadline is required unless the dates are extended by HUD for good cause.

For voluntary FSS programs, the PHA must submit its action plan and obtain HUD approval of the plan before it can implement the FSS program. This includes a voluntary program established because the PHA chose to implement an FSS program that exceeds the minimum size for a mandatory program (see Section 2-II.A. for a discussion of mandatory versus voluntary FSS programs).

## Addendum #1 – The Family Self-Sufficiency Program

### **Single Action Plan [24 CFR §984.201(f)]**

PHAs implementing both a Section 8 FSS program and a public or Indian housing FSS program may submit one action plan. In cases where the PHA decides to submit one plan for more than one program, the policies contained in the action plan would apply to both programs.

### PHA Policy

The PHA is implementing both an HCV FSS program and a public housing FSS program and will submit one action plan, the policies in which apply to both programs.

### **Revision to the FSS Action Plan [24 CFR §984.201(c)(2)]**

Following HUD's initial approval of the action plan, no further approval of the action plan is required unless the PHA proposes to make policy changes to the action plan or increase the size of a voluntary program, or to revise the FSS action plan as needed to comply with changes in HUD regulations. The PHA must submit any changes to the action plan to HUD for approval.

### PHA Policy

The PHA will review and update the action plan at least once a year, and more often if needed, to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation.

### **1-ILD. CONTENTS OF THE PLAN [24 CFR §984.201(d)]**

HUD regulations state that there are several components that must be included in the FSS action plan. At a minimum, the action plan must cover the policies and procedures of the PHA for operation of a local FSS program as follows:

Family demographics, including a description of the number, size, characteristics, and other demographics such as racial and ethnic data, in addition to the supportive service needs of the families expected to participate in the program. (Chapter 1)

Estimate of participating families, which means the number of families which can reasonably be expected to receive supportive services under the FSS program. (Chapter 2)

Eligible families from any other local self-sufficiency program who are expected to agree to execute an FSS contract of participation. (Chapter 2)

A statement of the PHA's FSS family selection procedures, including a description of how the procedures ensure that families are selected without regard to race, color, religion, disability, sex, familial status, or national origin. (Chapter 4)

A description of the incentives that the PHA intends to offer to families to encourage participation in the FSS program (an incentives plan), including the establishment of the escrow account. (Chapter 4)

Outreach efforts, which include a description of the PHA's efforts to recruit eligible families, the actions the PHA will take to ensure that both minority and nonminority groups are informed about the FSS program, and how the PHA will make this information known. (Chapter 4)

**Addendum #1 – The Family Self-Sufficiency Program**

A description of the FSS activities and supportive services to be provided by both public and private resources to FSS families, and identification of these public and private resources. (Chapter 4)

A description of the PHA's method for identifying family support needs, including how the PHA will identify the needs and deliver the services. (Chapter 4)

A description of the PHA's policies regarding program termination, withholding of services or terminating or withholding Section 8 assistance on the basis of a family's failure to comply with the FSS contract, and available grievance procedures. (Chapter 5)

Assurances of noninterference with rights of non-participating families which state that a family's election to not participate in the FSS program will not affect the family's admission to the public housing or HCV program, nor will it affect their right to occupancy in accordance with its lease. (Chapter 4)

Timetable for program implementation, including the schedule for filling FSS slots with eligible families. (Chapter 2)

Certification of coordination, which is a certification that the development of services and activities under the FSS program has been coordinated with the Workforce Investment Act (formerly JTPA), Workforce Investment Board and One Stop Centers (formerly JOBS program), and any other relevant employment, child care, transportation, training, and education programs in the applicable area, and that implementation will continue to be coordinated, in order to avoid duplication of services and activities. (Chapter 4)

Optional additional information, which involves such other information that would help HUD determine the soundness of the PHA's proposed FSS program.

Addendum #1 – The Family Self-Sufficiency Program

**1-II.E. FAMILY DEMOGRAPHICS [24 CFR §984.201(d)(1)]**

As part of the required contents of the FSS action plan, family demographics of the housing choice voucher and public housing program participants serve to provide a description of the number, size, characteristics, and other descriptive data (including racial and ethnic data of those participants). These data may later be used to help the housing authority and the program coordinating committee (PCC) to identify supportive service needs of the families expected to participate in the FSS program.

<b>Housing Choice Voucher/ Public Housing</b>	<b>CITY</b>		<b>COUNTY</b>	
	<b>Total Families</b>	<b>Percent of Total</b>	<b>Total Families</b>	<b>Percent of Total</b>
<b><u>All Families</u></b>	<b>43</b>		<b>110</b>	
Single	35	81	53	48
Female HOH	41	95	97	88
Male HOH	2	0.5	4	0.03
<b><u>Race</u></b>				
White	10	23	16	15
Black/African American	32	74	87	79
American Indian/Alaska Native	2	0.5	2	0.02
Asian	2	0.5	8	0.07
Native Hawaiian/Other Pacific Islander	2	0.5	2	0.02
<b><u>Ethnicity</u></b>				
Hispanic or Latino	<b>6</b>	13	9	0.08
Not Hispanic or Latino	<b>37</b>	86	101	92
<b><u>Income</u></b>				
Extremely Low-Income	32	74	69	63
Very Low-Income	8	19	27	25
Low-Income	3	0.6	12	11
HOH Income from Wages	30	70	63	57
Other Member Income from Wages	5	12	6	0.5
HOH Income from TANF	3	0.6	34	31
Other Member Income from TANF	3	0.6	0	0
HOH Income from SSI	6	14	11	0.1
Other Member Income from SSI	2	0.5	7	0.06
<b><u>Number of Children</u></b>	<b>83</b>			
0	2	0.04	19	17
1-2	23	53	53	48
3-4	50	116	60	55
5 or more	10	23	13	12

Addendum #1 – The Family Self-Sufficiency Program

<b>Total Number of Family Members</b>	<b>136</b>			
1-2	16	37	44	40
3-4	14	33	49	45
5 or more	13	30	17	15
<b>Persons with Disabilities</b>	6	14	23	21
HOH Person w/ Disabilities (HUD)	1	.2	7	0.06
Family Members w/ Disabilities	5	12	16	15

Addendum #1 – The Family Self-Sufficiency Program  
**Chapter 2**

**PURPOSE, SCOPE, AND APPLICABILITY OF THE  
FAMILY SELF-SUFFICIENCY PROGRAM**

**INTRODUCTION**

This chapter contains information about the FSS program’s purpose, size, and measurable objectives as well as information on program operation. This includes potential participant demographics, the program timetable, the number of families to be served, and the size of the PHA’s voluntary FSS program. This chapter also contains definitions of the key terms in this FSS action plan.

Part I: The Purpose and Basic Requirements of the FSS program: This part includes a description of the purpose of the FSS program on a national level—its intent, goal, and major strategies.

Part II: The Scope of the FSS program: This part contains information about the size of the PHA’s FSS program, an estimate of participating families, eligible families from other self-sufficiency programs, and eligibility for combined FSS programs.

Part III: Program Operation: This part specifies the requirements for FSS program operation, including the deadlines for program start-up and when the PHA is expected to have attained full enrollment.

Part IV: The Definitions of Terms Used in the PHA’s FSS program: This section contains both HUD and PHA definitions for terms used in this policy document.

**PART I: PURPOSE AND BASIC REQUIREMENTS OF THE FSS PROGRAM**

**2-1.A. PURPOSE**

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and housing assistance under the housing choice voucher program and the public housing program with public and private resources enabling families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency (24 CFR §984.101(a)(1)).

In addition to this broader national goal of the FSS program, the PHA also establishes a local goal consistent with the PHA’s mission statement to serve as a guide for establishing policy and implementing the FSS program.

PHA Policy

The Housing Authority of the City and County of Sacramento’s goal in operating an FSS program is to match housing-assisted families with existing services so that they may achieve self-sufficiency defined as completion of the contract of participation.

**2-1.B. PROGRAM OBJECTIVES (24 CFR §984.102)**

In order to reach the FSS national program goal, HUD has defined its FSS program objective as to reduce the dependency of low-income families on welfare assistance and on Section 8, public, or any federal, state, or local rent or homeownership subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling, and other forms of social service assistance while living in assisted housing so that they may obtain the education, employment, and business and social skills necessary to achieve self-

Addendum #1 – The Family Self-Sufficiency Program  
sufficiency. As with the goals of the program, FSS program objectives are defined on the national level through FSS regulation, and on the local level by PHA policy.

#### PHA Policy

On the local level, the PHA will achieve the national program objective by offering low-income families a broad range of services through partnering with the program coordinating committee (PCC). These services will provide long-term education, job training, counseling, and other forms of social service assistance so that families may achieve economic self-sufficiency, as defined in Section 2-I.A. of this document.

#### **2-I.C. BASIC REQUIREMENTS OF THE FSS PROGRAM (24 CFR §984.104)**

An FSS program established under 24 CFR Part 984 must operate in conformity with the regulations and this FSS action plan (as required in 24 CFR §984.201), provide comprehensive supportive services (as defined in 24 CFR §984.103), and operate in compliance with nondiscrimination and equal opportunity requirements.

### **PART II: SCOPE OF THE FSS PROGRAM**

#### **2-II.A. PHA'S REQUIRED TO OPERATE AN FSS PROGRAM**

Each PHA that received funding for public housing units under the FY 1991 and FY 1992 FSS incentive award competitions must operate a public housing FSS program. Each PHA that received funding for Section 8 rental certificates or vouchers under the combined FY 1991/1992 FSS incentive award competition also must operate a Section 8 FSS program.

In addition, unless the PHA receives an exemption under 24 CFR §984.105, each PHA for which HUD reserved funding (budget authority) for additional rental certificates or vouchers in FY 1993 through October 20, 1998, must operate a Section 8 FSS program. Each PHA for which HUD reserved funding (budget authority) to acquire or construct additional public housing units in FY 1993 through October 20, 1998, must operate a public housing FSS program as well.

#### **Mandatory Minimum Program Size (MMPS) [24 CFR 984.105]**

PHAs that must operate an FSS program under 24 CFR § 984.101 is subject to a minimum program size requirement.

#### PHA Minimum Program Size

The PHA's public housing program has no mandatory minimum program size requirement and operates a voluntary FSS program.

The PHA's housing choice voucher FSS MMPS is currently 38. The MMPS is determined by adding the number of housing choice voucher program units reserved under the combined FY 1991/1992 FSS incentive award competition to the number of additional rental voucher units reserved in FY 1993 through October 20, 1998 (not including the renewal of funding of units previously reserved), then subtracting the units that are excluded from the minimum program size (excluding funding for families affected by termination, expiration, or owner opt-out under Section 8 project-based programs; funding for families affected by demolition or disposition of a public housing project or replacement of a public housing project; funding for families affected by conversion of assistance from Section 23 leased housing or housing assistance payments programs to the



Addendum #1 – The Family Self-Sufficiency Program  
housing choice voucher program; funding for families affected by the sale of a HUD-owned project; and  
funding for families affected by the prepayment of a mortgage or voluntary termination of mortgage insurance).

***Maintaining Mandatory Minimum Program Size***

Although the discretion to do so ultimately rests with the PHA, mandatory minimum program size can decrease as FSS participants graduate. Per the regulation, for each family that graduates from the program by fulfilling its FSS contract of participation on or after October 21, 1998, the mandatory minimum program size for a PHA's public housing or housing choice voucher FSS program is reduced by one slot. However, If an FSS slot is vacated by a family that has not completed its FSS contract of participation obligations, the slot must be filled by a replacement family which has been selected in accordance with the FSS family selection procedures [24 CFR §984.105(b)(3)].

**PHA Policy**

The PHA will reduce the FSS mandatory minimum program size by one for each family that graduates from the program by fulfilling its FSS contract of participation.

***Option to Operate Larger FSS Program***

A PHA may choose to operate an FSS program of a larger size than the minimum required by HUD (24 CFR §984.105(a)(3)).

**PHA Policy**

The PHA's housing choice voucher program has a mandatory minimum program size of 38 and will operate a voluntary FSS program along with the public housing program over the mandatory program size for a total FSS program size of at least 150.

***Exception to Program Operation [24 CFR §984.105(c)]***

The requirement to establish and carry out a public housing or a housing choice voucher FSS program may be waived with approval from HUD. In order to waive the requirement, the PHA must provide a certification to HUD that the establishment and operation of an FSS program is not feasible because of a lack of accessible supportive services funding, including lack of the availability of programs under JTPA or JOBS; a lack of funding for reasonable administrative costs; a lack of cooperation by other units of state or local government; or a lack of interest in participating in the FSS program on the part of eligible families.

An exception will not be granted if HUD determines that local circumstances do not preclude the PHA from effectively operating an FSS program that is smaller than the minimum program size.

Addendum #1 – The Family Self-Sufficiency Program

***Reduction in Program Size***

Rather than a full exception to program operation, a PHA may also be permitted to operate a public housing or a housing choice voucher FSS program that is smaller than the minimum program size. As with the full exception, HUD may grant the PHA such a partial exception if the PHA provides to HUD a certification that the operation of an FSS program of the minimum program size is not feasible because of a decrease in or lack of accessible supportive services [24 CFR §984.105(d)].

***Expiration of Exception***

The approval for a full or partial exception to the FSS minimum program size requirement expires three years from the date of HUD approval of the exception. If a PHA seeks to continue an exception after its expiration, the PHA must submit a new request and a new certification to HUD for consideration [24 CFR §984.105(e)].

**2-II.B. ESTIMATE OF PARTICIPATING FAMILIES [24 CFR §984.201(d)(2)]**

The PHA must state the number of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program based on available and anticipated federal, tribal, state, local, and private resources

Estimate of Eligible Families

Two Hundred and ten eligible FSS families can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated federal, tribal, state, local, and private resources: a maximum of 50 for the Housing Authority of the City of Sacramento public housing, 50 for the Housing Authority of the County of Sacramento public housing, and 50 for the Housing Authority of the County of Sacramento Housing Choice Voucher Program.

**2-II.C. ELIGIBLE FAMILIES FROM OTHER SELF-SUFFICIENCY PROGRAMS**

**[24 CFR §984.201(d)(3)]**

If applicable, the PHA must enter the number of families, by program type, who are participating in any other local housing self-sufficiency program who are expected to agree to execute an FSS contract of participation.

PHA Policy

The PHA does not operate other self-sufficiency programs and therefore no additional families from other programs are expected to execute an FSS contract of participation.

**2-II.D. ELIGIBILITY OF A COMBINED PROGRAM [24 CFR §984.201(e)]**

A PHA that wishes to operate a joint FSS program with other PHAs may combine its resources with one or more PHAs to deliver supportive services under a joint action plan that will provide for the establishment and operation of a combined FSS program that meets the requirements of this part.

PHA Policy

The PHA will combine its resources with the City of Sacramento Housing Authority & the County of Sacramento Housing Authority to deliver supportive services under this action plan. This policy provides for the establishment and operation of combined FSS program with the City of Sacramento Housing Authority & the County of Sacramento Housing Authority.

Addendum #1 – The Family Self-Sufficiency Program

PART III: PROGRAM OPERATION

**2-III.A. OVERVIEW**

Federal regulations specify requirements for FSS program operation regarding deadlines for program start-up and when the PHA is expected to have attained full enrollment. A timetable illustrating when the PHA intends to meet these deadlines is included as part of the required contents of the action plan.

**2-III.B. PROGRAM IMPLEMENTATION DEADLINE**

The deadlines for program implementation differ depending on whether the FSS program is voluntary or mandatory.

**Voluntary Program (24 CFR §984.301(a)(1))**

There is no deadline for implementation of a voluntary program. However, a voluntary program may not be implemented before the requirements specified in 24 CFR §984.201 have been satisfied (see Sections 1-II.A.–1-II.D.). The PHA’s public housing FSS program of the City & County of Sacramento is a voluntary program.

**2-III.C. FULL ENROLLMENT AND DELIVERY OF SERVICE**

**[24 CFR §984.301(a)(2)(ii)]**

Unless the PHA is implementing a voluntary FSS program, the PHA must have completed enrollment of the total number of families required to be served under the program (based on the minimum program size), and must have begun delivery of the supportive services within two years from the date of notification of approval of the application for *new public housing units* for a public housing FSS program, *new rental certificates or rental vouchers* for a Section 8 FSS program, or HUD’s approval of funding that establishes the obligation to operate an FSS program.

**2-III.D. EXTENSION OF PROGRAM DEADLINES FOR GOOD CAUSE**

**(24 CFR §984.301(a)(2)(iii))**

HUD may extend the deadline for program implementation if the PHA requests an extension and HUD determines that despite best efforts on the part of the PHA, the development of new public housing units will not occur within the required deadlines, the commitment by public or private resources to deliver supportive services has been withdrawn, the delivery of such services has been delayed, or other local circumstances warrant an extension of the required deadlines.

**2-III.E. TIMETABLE FOR PROGRAM IMPLEMENTATION [24 CFR §984.201(d)(ii)]**

A timetable for implementation of the FSS program is part of the required contents of the FSS action plan. The timetable must comply with the requirements in 24 CFR §984.301 (see Section 2-III.B.–2-III.D.), including the schedule for filling FSS slots with eligible FSS families.

Addendum #1 – The Family Self-Sufficiency Program

PHA Policy

The PHA implemented its FSS program in 1993 and has met its former timetable deadlines.

The PHA implemented its FSS program according to the following timetable:

<b>Activity</b>	<b>Month and Date</b>
Establish PCC	1992
Conduct Program Needs Assessment	1992
Resource Identification	1992
Establish Policies	1992
Design Service Delivery	1992
Develop Administrative Procedures	1992
Begin Service Delivery	1992
Conduct Outreach	1992
Conduct Orientations	1992
Conduct Individual Needs Assessment	1992
Begin Contracting	1992
Complete Contracting	1992

**PART IV: DEFINITIONS**

**2-IV.A. DEFINITIONS [24 CFR 984.103]**

The terms *1937 Act*, *fair market rent*, *HUD*, *low-income family*, *public housing*, *public housing agency (PHA)*, *secretary*, and *Section 8*, as used in this document are defined in the 24 CFR Part 5.

The term *very low-income family* is defined in 24 CFR §813.102 and 24 CFR §913.102.

The terms used in this document have the following definitions as defined by 24 CFR 984.103 and this family self-sufficiency action plan.

*Certification* means a written assertion based on supporting evidence, provided by the FSS family or the PHA, which must be maintained by the PHA in the case of the family's certification, or by HUD in the case of the PHA's certification; made available for inspection by HUD, the PHA, and the public, as appropriate; and be deemed to be accurate, unless the secretary or the PHA determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.

*Chief executive officer (CEO)* means the CEO of a unit of general local government who is the elected official or the legally designated official having primary responsibility for the conduct of that entity's governmental affairs.

#### Addendum #1 – The Family Self-Sufficiency Program

*Contract of participation (COP)* means a contract in a form approved by HUD, entered into between a participating family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered into between the PHA and all members of the family who will participate in the FSS program, and which plans are attached to the contract of participation as exhibits. For additional detail, see 24 CFR 984.303.

*Earned income* means income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment. Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS escrow account established by a PHA on behalf of a participating family.

*Effective date of contract of participation* means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

*Eligible families* for the public housing FSS program means current residents of public housing, and for the housing choice voucher FSS program, means current housing choice voucher program participants. Eligible families also include current residents of public housing and participants in the housing choice voucher program who are participants in other local self-sufficiency programs.

*Enrollment* means the date that the FSS family entered into the contract of participation with the PHA.

*Family self-sufficiency program* or *FSS program* means the program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the 1937 Act.

*FSS account* means the FSS escrow account authorized by section 23 of the 1937 Act.

*FSS credit* means the amount credited by the PHA to the participating family's FSS account.

*FSS family or participating family* means a family that resides in public housing or receives assistance under the rental voucher programs that elects to participate in the FSS program and whose designated head of the family has signed the contract of participation.

*FSS-related service program* means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of *supportive services*.

*FSS slots* refer to the total number of public housing units or the total number of rental vouchers that comprise the minimum size of a PHA's respective public housing FSS program or HCV FSS program.

*FY* means federal fiscal year (starting with October 1, and ending September 30, and designated by the calendar year in which it ends).

*Head of FSS family* means the adult member of the FSS family who is the head of the household for purposes of determining income eligibility and rent.

*Housing subsidies* means assistance to meet the costs and expenses of temporary shelter, rental housing, or homeownership, including rent, mortgage, or utility payments.

*Individual training and services plan (ITSP)* means a written plan that is prepared for the head of the FSS family and each adult member of the FSS family who elects to participate in the FSS program, by the PHA in consultation with the family member, and which sets forth the supportive services to be provided to the family member, the activities to be completed by that family member, and the agreed upon completion dates for the services and activities. Each ITSP must be signed by the PHA and the participating family member, and is attached to and incorporated as part of the contract of participation. An ITSP must be prepared for the head of the FSS family.

Addendum #1 – The Family Self-Sufficiency Program

*JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)) now known as the Workforce Investment Act or WIA.*

*Knowledgeable professional* means a person who is knowledgeable about the situation, competent to render a professional opinion, and is not in a position to gain, monetarily or otherwise, from the PHA FSS program decision in the area to which they are certifying.

*Participating family* is defined as *FSS family* in this section.

*Program coordinating committee (PCC)* means the committee described in 24 CFR §984.202.

*Public housing* means housing assisted under the 1937 Act, excluding housing assisted under Section 8 of the 1937 Act.

*Self-sufficiency* means that an FSS family is no longer receiving Section 8, public, or Indian housing assistance, or any federal, state, or local rent or homeownership subsidies or welfare assistance. Achievement of self-sufficiency, although an FSS program objective, is not a condition for receipt of the FSS account funds.

*Supportive services* mean those appropriate services that a PHA will make available or cause to be made available to an FSS family under a contract of participation. These may include child care of a type that provides sufficient hours of operation and serves an appropriate range of ages; transportation necessary to enable a participating family to receive available services or to commute to their places of employment; remedial education; education for completion of secondary or post-secondary schooling; job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation; substance/alcohol abuse treatment and counseling; training in homemaking and parenting skills; household management; money management; counseling regarding homeownership or opportunities available for affordable rental and homeownership in the private housing market (including information on an individual's rights under the Fair Housing Act) and money management; and any other services and resources, including case management and reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

*Unit size* or *size of unit* refers to the number of bedrooms in a dwelling unit.

*Welfare assistance* means (for purposes of the FSS program only) income assistance from federal or state welfare programs and includes only cash maintenance payments designed to meet a family's ongoing basic needs. Welfare assistance does not include non-recurrent, short-term benefits that are designed to deal with a specific crisis situation or episode of need, or are not intended to meet recurrent or ongoing needs and will not extend beyond four months; work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training); supportive services such as child care and transportation provided to families who are employed; refundable earned income tax credits; contributions to, and distributions from, individual development accounts under TANF; services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement and other employment-related services that do not provide basic income support; transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Social Security Act, to an individual who is not otherwise receiving assistance; amounts solely directed to meeting housing expenses; amounts for health care; food stamps and emergency rental and utilities assistance; and SSI, SSDI, or social security.

Addendum #1 – The Family Self-Sufficiency Program  
**Chapter 3**

**PROGRAM ADMINISTRATION**

**INTRODUCTION**

This chapter discusses administrative policies and practices as they are relevant to the activities covered in this plan. The policies and practices are discussed in two parts:

Part I: Staffing, Fees and Costs, and On-Site Facilities: This part describes identifying appropriate staff and contractors to operate the FSS program and provide the necessary direct services to FSS families. In addition, it describes how administrative fees, costs, and supportive services will be funded, and defines the use of on-site facilities.

Part II: The Program Coordinating Committee: This part covers the establishment of a program coordinating committee (PCC), which is a regulatory requirement for the FSS program. It describes required and recommended PCC membership, in addition to the option for an alternative committee.

**PART I. STAFFING, FEES AND COSTS, AND ON-SITE FACILITIES**

**3-I.A. OVERVIEW**

Several functions of program administration are crucial to running an FSS program. A PHA may need to employ a program coordinator, or decide to contract with another organization to administer the program. In addition to staffing issues, PHAs should understand how program funding and expenses work in order to keep the program running smoothly. Finally, PHAs need to sort out whether and how to make common areas or unoccupied units to provide supportive services.

**3-I.B. PROGRAM ADMINISTRATION STAFF AND CONTRACTORS**

[24 CFR §984.301(b)]

PHAs have the choice between hiring their own staff and contracting with an outside organization to administer their FSS program. If the PHA should choose to employ its own staff, the staffing levels should be appropriate, and may include one or more FSS coordinators. If the PHA chooses to contract with an outside organization, the organization's staffing levels must likewise be appropriate to establish and administer the FSS program, and the organization's responsibilities would include managing the FSS account in accordance with federal regulations.

PHA Policy

The PHA will employ appropriate staff, including one or more FSS coordinators or program coordinators to administer its FSS program.

**3-I.C. ADMINISTRATIVE FEES AND COSTS**

In the past, the ways in which administrative fees and costs were funded were different for public housing and housing choice voucher FSS programs, and the use of such funding was restricted to the applicable program. In the Consolidated Appropriations Act of 2014, however, funding streams for the PH FSS and HCV FSS programs were combined, and all FSS funding is now awarded through one NOFA. Use of this funding is no longer restricted to the applicable program—funding now may be used to serve both PH and HCV FSS participants.

#### Addendum #1 – The Family Self-Sufficiency Program

Funding will be awarded through a Grant Agreement and disbursed through HUD's Line of Credit Control System (LOCCS), similar to previous PH FSS awards; instead of an amendment to the PHA's Annual Contributions Contract (ACC), which was previously used for HCV awards.

PH FSS and HCV FSS funds awarded in prior years are still restricted to the applicable program, Rental Assistance Demonstration (RAD) programs excepted. Funding differences regarding previous years' funding is specified below.

#### **Public Housing FSS Program**

For public housing FSS programs, the performance funding system (PFS), provided under section 9(a) of the 1937 Act provides for the reasonable and eligible administrative costs that the PHA incurs in carrying out the program only when funds have been appropriated. However, a PHA may use other resources for this purpose [24 CFR §984.302(a)].

In other words, the PHA may fund reasonable and eligible administrative costs in the FSS program from the Operating Fund. However, these expenses will only be reimbursed in the operating subsidy when a current appropriations act allows it. In addition, the PHA may fund reasonable and eligible administrative costs from the Capital Fund. Administrative staffing costs may also be funded through HUD or other grant or foundation sources. This includes FSS Coordinator grants when available.

#### **Housing Choice Voucher FSS Program**

In the housing choice voucher program, administrative fees are paid to PHAs for HUD-approved costs associated with the operation of an FSS program. These administrative fees are established by Congress and subject to appropriations [24 CFR §984.302(b)].

In addition, administrative fees for HUD-approved costs not specifically related to the operation of the FSS program may be used to cover these costs associated with the administration of FSS [see Notice PIH 93-24 E-7 and E-8].

#### **3-ID. SUPPORTIVE SERVICES FEES AND COSTS**

As with administrative fees and costs, funding for supportive services fees and costs are now combined under one funding stream. Supportive services fees and costs include childcare expenses, transportation funds, and the costs of training, work equipment, or GED classes, among others. As with administrative fees and costs, funding will be awarded through a Grant Agreement and disbursed through HUD's Line of Credit Control System (LOCCS), similar to previous PH FSS awards; instead of an amendment to the PHA's Annual Contributions Contract (ACC), which was previously used for HCV awards. Remember, however, that funds awarded in prior years are still restricted to the applicable program. Information for funds under previous years' awards follows.

#### **Public Housing Supportive Services**

In public housing, the PHA may fund reasonable and eligible FSS supportive service costs in the FSS program from either the Operating Fund or the Capital Fund. However, in the Operating Fund, the costs of FSS supportive services are only reimbursed through the operating subsidy when appropriations allow it.

In addition to the Operating Fund and Capital Fund, public housing supportive services can also be funded through HUD grants, other than FSS coordinator grants, when available.



Addendum #1 – The Family Self-Sufficiency Program

**Housing Choice Voucher Supportive Services**

In the housing choice voucher program, the PHA may fund reasonable and eligible FSS supportive service costs in the FSS program from unrestricted net assets [see Notice PIH 93-24, E-3].

In addition, the PHA may seek additional funds from HUD through submitting grant applications, or seek grants from other sources when available.

**3-1.E. ON-SITE FACILITIES**

Each PHA may, subject to the approval of HUD, make available and utilize common areas or unoccupied dwelling units in public housing projects to provide supportive services under an FSS program. This includes using such areas for participants in a housing choice voucher FSS program.

PHA Policy

The Housing Authority of the City and County of Sacramento will make office and community spaces available to provide services to FSS participants.

**PART II: PROGRAM COORDINATING COMMITTEE**

**3-II.A. OVERVIEW**

As another integral part of FSS program administration, each participating PHA must establish a program coordinating committee (PCC) whose functions will be to assist the PHA in securing commitments of public and private resources for the operation of the FSS program within the PHA's jurisdiction, including assistance in developing the action plan and in implementing the program [24 CFR §984.202(a)].

The PCC must consist of certain members, which are dependent upon whether the PHA is operating a public housing or housing choice voucher program. In addition to these required members, the PCC may also include additional members recommended by regulation.

**3-II.B. PROGRAM COORDINATING COMMITTEE MEMBERSHIP**

**Required PCC Membership [24 CFR 984.202(b)(1)]**

For a public housing FSS program, the PCC members required consist of representatives of the PHA and public housing residents. The public housing resident representatives on the PCC will be solicited from one or more of the following groups:

- An area-wide or city-wide resident council
- If the PHA will be transferring FSS participants to vacant units in a specific public housing development, the resident council or resident management corporation of the public housing development where the public housing FSS program is to be carried out
- Any other public housing resident group that the PHA believes is interested in the FSS program and would contribute to the development and implementation of the FSS program

For a housing choice voucher FSS program, the PCC membership must consist of representatives of the PHA and participants of the HCV program or HUD's public or Indian housing programs.

Addendum #1 – The Family Self-Sufficiency Program

PHA Policy

The PHAs representative to the program coordinating committee will be the Program Manager of the Public Housing Program. The FSS coordinators will serve as administrative support to this committee.

**Recommended PCC Membership [24 CFR §984.202(b)(2)]**

Membership on the PCC also may include representatives of the unit of general local government served by the PHA, local agencies (if any) responsible for carrying out employment training programs or programs funded under the Workforce Investment Act, and other organizations, such as other state, local, or tribal welfare and employment agencies, public and private education or training institutions, child care providers, nonprofit service providers, private business, and any other public and private service providers with resources to assist the FSS program.

PHA Policy

The PHA's FSS program coordinating committee membership will include leadership from the following organizations:

- Human service agencies
- State/City/County government
- Community colleges
- Financial institutions
- Mortgage Companies
- Private business sector
- Job training services
- Department of Workforce Services
- Nonprofit service providers
- A HCV client
- A Public Housing resident
- Housing Authority management team members

**3-II.C. ALTERNATIVE PCC COMMITTEE [24 CFR §984.202(c)]**

It is also possible for the PHA, in consultation with the chief executive officer of the unit of general local government served by the PHA, to use an existing entity as the PCC, as long as the membership of the existing entity consists or will consist of the individuals required by regulation (See section 3-II.B. above).

PHA Policy

The PHA will not utilize an existing entity as its program coordinating committee.

## Chapter 4

### SELECTING AND SERVING FSS FAMILIES

#### INTRODUCTION

FSS regulations require that the PHA include in its action plan a statement indicating how it will select families for participation in the FSS program. This includes outreach, waiting list management, and other selection procedures. When followed, the PHA's selection procedures ensure that families will be selected without regard to race, color, religion, sex, handicap, familial status, or national origin.

Once selected for participation in the FSS program, families are to be provided various activities and supportive services so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency. A description of such activities and supportive services is also a requirement of the FSS action plan.

This chapter contains three parts:

Part I: Incentives, Outreach, and Assurance of Noninterference: This part describes the incentives the PHA will offer and the outreach efforts the PHA will use in order to encourage participation and recruit eligible families for the FSS program. It also contains the required assurance of noninterference with the rights of nonparticipating families.

Part II: Family Selection: This part covers whether the PHA will use preferences for family selection and which preferences the PHA will employ if they choose to do so. In addition, this part describes the selection factors the PHA will use in screening families for participation in the FSS program.

Part III: Activities and Support Services: This part lists the activities and supportive services to be provided to families through both public and private resources, describes the method the PHA will use to identify family support needs, and covers the required certification of coordination.

#### PART I. INCENTIVES, OUTREACH, AND ASSURANCE OF NONINTERFERENCE

##### 4-1.A. OVERVIEW

The FSS program offers incentives such as the FSS escrow account, case management, and other supportive services that not only encourage participation, but also help families achieve self-sufficiency. In addition to encouraging program participation through such incentives, PHAs also conduct outreach to recruit FSS participants from among eligible families. As part of this process, families need to know that their choice as to whether to participate in the FSS program will not affect their admission to the public housing or housing choice voucher programs, nor will it affect their right to occupancy. This part describes the PHA's policies regarding these issues, all of which are required aspects of the FSS action plan.

##### 4-1.B. INCENTIVES FOR PARTICIPATION [24 CFR §984.201(d)(5)]

**Addendum #1 – The Family Self-Sufficiency Program**

By regulation, the FSS action plan must include a PHA’s incentives plan—a description of the incentives that the PHA intends to offer eligible families to encourage their participation in the FSS program. The incentives plan provides for the establishment of the FSS escrow account and any other incentives designed by the PHA.

PHA Policy

As part of the FSS program, SHRA offers incentives to encourage participation and enhance the participant’s ability to achieve self-sufficiency. The main incentive offered to all clients is the ability to build escrow money as eligible for deposits during participation in the FSS program. All escrow money earned shall be distributed to eligible clients (clients who have completed all goals outlined on the ITSP and are cash assistance free for the past 12 consecutive months at time of contract of Participation completion minus any monies owed to SHRA). FSS participants have access to financial counseling, credit repair, homeownership workshops and available resources about the home buying process.

FSS participants also have a number of personal incentives for involvement including structured goal planning, greater opportunity to increase their standard of living, an enhanced support system, and increased self-esteem. SHRA reserves the right to revise this plan when and if additional official incentives can be offered.

The PHA will offer the following services to its FSS participants as incentives to participate in FSS:

<b>Incentive</b>	<b>Provided By</b>	<b>Description</b>
FSS escrow account	SHRA	An interest-bearing account established by the PHA on behalf of the FSS family where deposits are made throughout the duration of the family's participation in the FSS program if and when a family's rent increases as a result of increased earned income of the FSS family.
Case management	SHRA staff	Assist participants access services they may need to overcome barriers to employment, strengthen their financial capability, and address other challenges holding them back from achieving their goals.
Information on and referrals to services	SHRA staff	Participants will receive a variety of referrals based on their individual needs and goals.

**4-I.C. OUTREACH EFFORTS [24 CFR §984.201(d)(6)(i)(ii)]**

In addition to offering incentives for FSS participation, PHAs also conduct outreach in order to recruit more FSS participants from eligible families. The FSS action plan must include a description of these efforts to recruit FSS participants, including notification and outreach, the actions the PHA will take to assure that both minority and non-minority groups are informed about the FSS program, and how the PHA will make this information known.

PHA Policy

**Addendum #1 – The Family Self-Sufficiency Program**

Efforts will be targeted equally to minority and non-minority families to ensure that non-English speaking families receive information and have the opportunity to participate in the FSS program. Efforts will also be made to serve persons with disabilities including, but not limited to, persons with impaired vision or hearing.

Publication and outreach efforts for the FSS program may include, but are not limited to, distribution of FSS program flyers in mass mailing of program information to current SHRA PH residents and HCV clients and distribution of materials to all eligible participants may occur at the discretion of the Program Manager of both PH and HCV and within the constraints of the SHRA budget.

**PHA Policy**

The PHA will notify eligible families about the FSS program using the following outreach locations, activities, methods, and languages, where appropriate. These points of contact and methods have been selected to ensure that both minority and nonminority groups are informed about the FSS program.

<b>Location/Activity</b>	<b>Staff/Partner</b>	<b>Method</b>	<b>Language</b>
Briefings/Orientations	PHA Staff Specialist	Flyer Presentation	English
Interims/Recertification's	PHA Staff Specialist	Flyer Posters Referral Form	English
Transfers/Portability	PHA Staff Specialist	Flyer Posters Presentation Referral Form	English
Lobby	PHA Staff Receptionist	Flyer Posters Video	English
Waiting Room	PHA Staff	Flyer Posters Video	English

**4-I.D. ASSURANCE OF NONINTERFERENCE WITH THE RIGHTS OF NONPARTICIPATING FAMILIES [24 CFR §984.201(d)(10)]**

A family's housing assistance or admission into assisted housing should never depend on whether they choose to participate in the FSS program, and PHAs need to make this known as part of the recruitment process. For this reason, the PHA's action plan must include an assurance that a family's decision to not participate in the FSS program will not affect the family's admission to the public housing or housing choice voucher programs, nor will it affect the family's right to occupancy in accordance with the lease.

**PHA Policy**

#### Addendum #1 – The Family Self-Sufficiency Program

Participation in the FSS program is strictly voluntary. Public housing residents and housing choice voucher program participants will be notified in all literature and media presentations related to the FSS program that should they decide not to participate in the FSS program it will not affect their public housing or HCV housing assistance. This material will also specify that the family will retain the right to occupancy according to their lease and family obligations contract.

## **PART II. FAMILY SELECTION**

### **4-II.A. OVERVIEW**

The FSS action plan is required to contain a statement indicating the procedures for selecting families for FSS program participation, including a description of how the PHA will do so without regard to race, color, religion, sex, handicap, familial status, or national origin. This part describes these procedures, taking into account whether the PHA will use preferences for family selection and which preferences the PHA will employ if they choose to do so, in addition to defining the factors the PHA will use in screening families for program participation.

#### PHA Policy

It is the policy of SHRA to comply with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. In addition, SHRA's FSS staff will, upon request, provide reasonable accommodation to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program. SHRA will not discriminate against any potential/current client based on disability (ies). SHRA will make all reasonable accommodations in order to allow client participation in the FSS Program. Should SHRA be unable to accommodate client, due to undue financial and/or administrative burdens, the client will be referred to other agencies that may be able to better assist the client's needs.

### **4-II.B. FSS SELECTION PREFERENCES**

As part of the process for selecting families for participation in the FSS program, the PHA may choose whether to employ the use of preferences. In particular, if the PHA so chooses, it has the option of giving a selection preference for up to 50 percent of its public housing FSS slots and 50 percent of its HCV program FSS slots, respectively, to eligible families who have one or more family members currently enrolled in an FSS-related service program or who are on the waiting list for such a program. Such a preference may be further limited to participants in and applicants for one or more specific eligible FSS-related service programs.

Should the PHA choose to adopt such a preference, it would need to include the following information in its action plan:

- The percentage of FSS slots, not to exceed 50 percent of the total number of FSS slots for each of its FSS programs, for which it will give a selection preference
- The FSS related service programs to which it will give a selection preference to the programs' participants and applicants
- The method of outreach to and selection of families with one or more members participating in the identified programs [24 CFR §984.203(a)]

A PHA may wish to adopt additional selection preferences as well [Notice PIH 93-24]

## Addendum #1 – The Family Self-Sufficiency Program

### PHA Policy

The PHA will not adopt the use of preferences when selecting families for participation in the FSS program.

The PHA will use the date the family expressed an interest in participating in the FSS program to fill the FSS slots for which the PHA chooses not to exercise the selection preference. In general, FSS clients will be selected on a first come first serve basis from active HCV Program participants and Public Housing Residents. Families will always be selected in a nondiscriminatory manner without regard to race, color, religion, sex, family status, national origin, sexual orientation or handicap, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended and Executive Order 11063.

For families or individuals whose potential enrollment is in question, the FSS staff will review the file in staff meeting to ensure that non-selection is not based on discriminatory factors before the final decision is made. Applicants will be notified in writing of the reason(s) that they were not selected for participation and will have the opportunity to appeal the decision.

Successful graduates of the FSS Program cannot re-apply and join the FSS Program a second time.

The PHA will encourage enrollment of FUP-eligible participants to the FSS program. FUP-eligible families and FUP-eligible youth that do not enroll in FSS will be added to the email list to be notified of FSS program workshops and opportunities to encourage the families to enroll in the FSS program.

### **4-II.C. SELECTION FACTORS**

Many factors contribute to whether a PHA may choose to select a family for participation in the FSS program. These selection factors can help the PHA screen families for admission, and ultimately contribute to the PHA's decision to either allow or deny a family's admission into the FSS program.

#### PHA Policy

The PHA will screen families for interest and motivation to participate in the FSS program by assigning a meeting or workshop which is the same type of meeting or workshop for each family. The PHA will only use the fact that the family attended as a screening factor, even if tasks or exercises are not completed in the meeting. In addition, if the family needs either childcare or transportation to be able to attend, or requests an accommodation for a disability, the PHA will either refer the family to available services or exempt the family from this screening factor.

#### **Motivation Selection Factors [24 CFR §984.203(c)(1)]**

A PHA may screen families for interest and motivation to participate in the FSS program provided that the factors utilized by the PHA are those which solely measure the family's interest and motivation to participate in the FSS program. For this reason, PHAs must only apply motivational screening factors that are permissible under the regulations.

#### ***Permissible Motivation Selection Factors***

Permitted motivational factors include requiring attendance at FSS orientation sessions or pre-selection interviews, and assigning certain tasks indicating the family's willingness to undertake the obligations that may be imposed by the FSS contract of participation. However, any tasks assigned should be readily accomplishable by the family based on the family members' educational level or disabilities, if any. Reasonable

**Addendum #1 – The Family Self-Sufficiency Program**

accommodations must be made for individuals with mobility, manual, sensory, speech impairments, mental, or developmental disabilities [24 CFR §984.203(c)(2)].

***Prohibited Motivation Selection Factors***

Prohibited motivational screening factors include the family’s educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors, such as sensory or manual skills, and any factors which may result in discriminatory practices or treatment toward individuals with disabilities or minority or nonminority groups [24 CFR §984.203(C)(3)].

**Other Selection Factors**

In addition to motivational screening, the PHA may also wish to screen families for other factors.

***PHA Debt Selection Factor***

The PHA may deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance [Notice PIH 93-24, B-18].

PHA Policy

The PHA will deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance. Families that owe money to a PHA who have entered into a repayment agreement and are current on that repayment agreement will not be denied FSS participation.

***Unavailable Support Services Selection Factor***

If the PHA determines, after consulting with the family, that a missing service is essential to the family’s needs, the PHA may skip that family (and other similar families) and offer the FSS slot to the next family for which there are available services [Notice PIH 93-24, B-8].

***Previous Participation Selection Factor***

If an open slot is available, any person who previously participated in the FSS Program, and self-terminated on their own or did not complete the program may re-apply for the program after a one year waiting period. If an open slot is not available, the family will be placed on the waiting list.

**PART III. ACTIVITIES AND SUPPORT SERVICES**

**4-III.A. OVERVIEW**

Once families are admitted to the FSS program, the PHA becomes responsible for making sure these families are adequately served. The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and assistance under the housing choice voucher programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency. As such, upon selection, families are matched



Addendum #1 – The Family Self-Sufficiency Program

with the appropriate activities and supportive services so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency. This is a vital element of the FSS program.

**4-III.B. METHOD OF IDENTIFYING FAMILY SUPPORT NEEDS**

**[24 CFR §984.201(d)(8)]**

Before a PHA can determine the services and activities it will provide to FSS families, it must identify the services and activities appropriate to each family. The action plan must contain a description of how the program will identify the needs of FSS families and deliver the services and activities according to these needs.

PHA Policy

Supportive services needs are identified by completion of a needs assessment with the FSS coordinator or case manager.

**4-III.C. FSS ACTIVITIES AND SUPPORT SERVICES DESCRIPTION**

**[24 CFR §984.201(d)(7)]**

As part of the required contents of the action plan, PHAs must both describe the activities and supportive services to be provided by public and private resources to FSS families, and identify the public and private resources that are expected to provide the supportive services.

Of course, this task assumes that the PHA has first identified the needed activities and supportive services.

PHA Policy

The PHA's FSS program, through its partners on the program coordinating committee, will provide the following activities and support services to FSS families

Addendum #1 – The Family Self-Sufficiency Program

<b>Support Service General</b>	<b>Support Service Specific</b>	<b>Source/Partner</b>
<b>Assessment</b>	Vocational Assessment Educational Assessment Vocational Planning Educational Planning Disability Assessment Disability Vocational Assessment/Planning Disability Educational Assessment/Planning Drug/Alcohol Assessment Drug/Alcohol Planning	Adult Basic Education Career Center Community College Community Based Organizations Career Center Community College Vocational Rehabilitation Health Department Career Center Community-based Organizations
<b>Education</b>	High School English as a Second Language GED Post-secondary College	High School Adult Basic Education Community College University
<b>Training</b>	Skills Training Emerging Technologies Training Biomedical Training On-the-Job Training Functional Context Training	Adult Basic Education Community College University Community-based Organizations Workforce Investment

Addendum #1 – The Family Self-Sufficiency Program

<b>Support Service General</b>	<b>Support Service Specific</b>	<b>Source/Partner</b>
<b>Job Search Assistance</b>	Resume Preparation Interviewing Skills Dress for Success Workplace Skills Job Development Job Placement	Adult Basic Education Community College University Community-based Organizations Workforce Investment
<b>Transportation</b>	Bus Train/Trolley	Metropolitan Transit
<b>Health Care</b>	Alcohol and Drug Prevention Alcohol and Drug Treatment	HMO Health Department Community Clinic General Hospital
<b>Mentoring</b>	Mentoring Match	Adult Basic Education Community College Workforce Investment Act Youth Programs Community-based Organizations
<b>Support Service General</b>	<b>Support Service Specific</b>	<b>Source/Partner</b>
<b>Micro and Small Business Development</b>	Training Planning Technical Assistance Mentoring	Microbusiness Assistance Program Small Business Administration Business Incubator
<b>Homeownership</b>	Training Planning Debt Resolution	Public Housing Authority Housing Counseling Organization Community-based Organizations
<b>Individual Development Accounts</b>	Match Savings Accounts Distribution of IDA Funds	Public Housing Authority TANF Office of Community Services in DHHS Office of Refugee Resettlement Beginner Farmers and Ranchers Community-based Organizations
<b>Child Care</b>	Infant Care Toddler Care Preschool Care Afterschool Care Homework Assistance	Child Care Resource Parks and Recreation

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<b>Support Service General</b>	<b>Support Service Specific</b>	<b>Source/Partner</b>
<b>Crisis Services</b>	Crisis Assessment Crisis Intervention Crisis Management Crisis Resolution	Crisis Team Senior Crisis Team Poison Center Domestic Violence Shelter
<b>Child/Adult Protective Services</b>	Needs Assessment Case Planning Information Referral Crisis Management	Senior Services Adult Services In-home Support Services Adult Abuse Hotline Child Abuse Hotline Foster Care Adoption Services
<b>Legal Services</b>	Representation Document Review Counsel or Advice	ACLU Legal Aid
<b>Debt Resolution</b>	Needs Assessment Case Planning Advocacy Negotiation	Consumer Credit Counselors

**4-III.D. CERTIFICATION OF COORDINATION [24 CFR §984.201(d)(12)]**

The FSS action plan is required to contain a certification that the development of the activities and services under the FSS program has been coordinated with the JOBS program (now Welfare to Work under TANF), the programs provided under the JTPA (now Workforce Investment Act programs), and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of the FSS program’s activities and services must continue to be coordinated as such in order to avoid duplication of activities and services.

PHA Policy

The PHA certifies that its FSS program has developed its services and activities in coordination with the Workforce Investment Act (formerly Job Training Partnership Act, JTPA), Workforce Investment Board and One Stop Centers, Welfare to Work (formerly JOBS program), and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of these activities and services will continue to be coordinated in this manner in order to avoid duplication of activities and services.

Addendum #1 – The Family Self-Sufficiency Program

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Chapter 5

**CONTRACT OF PARTICIPATION**

**INTRODUCTION**

Each family that is selected to participate in an FSS program must enter into a contract of participation with the PHA. This contract, which is signed by the head of the FSS family, sets forth the principal terms and conditions governing participation in the FSS program, including the rights and responsibilities of the FSS family and of the PHA, the services to be provided to the head of the FSS family and each adult member of the family who elects to participate in the program, and the activities to be completed by them. The contract also incorporates the individual training and services plan [24 CFR §984.303].

This chapter contains two parts:

Part I: Overview and Family Obligations: This part provides an overview of the form and content of the contract of participation and describes what the contract requires of FSS families.

Part II: Contract Specifications: This part explains the specifications of the contract, including terms and conditions, contract modification, contract terminations, and grievance procedures.

**PART I: OVERVIEW AND FAMILY OBLIGATIONS**

**5-I.A. OVERVIEW**

The purpose of the FSS contract of participation is to set forth the principal terms and conditions governing participation in the FSS program, including the incorporation the individual training and services plan (ITSP) as part of the contract's required contents. The ITSP is meant to establish goals for an FSS family to meet along the family's way to completing the contract and becoming self-sufficient. In addition to the goals specified in the ITSP, the contract also lists the responsibilities of the family and the PHA. This part covers the ITSP as part of the required contents of the contract of participation, and the family's obligations under the contract.

**5-I.B. CONTENTS OF THE CONTRACT OF PARTICIPATION**

**Individual Training and Services Plan**

As part of the required contents of the FSS contract of participation (COP), the individual training and services plan (ITSP) establishes specific interim and final goals by which the PHA and the family measure the family's progress toward fulfilling its obligations under the contract of participation and becoming self-sufficient. Interim and final goals will differ depending on the family's individual needs. Further, regulations require the establishment of an interim goal regarding independence from welfare assistance.

***Interim Goals***

For each participating FSS family that receives welfare assistance, the PHA must establish as an interim goal that the family become independent from welfare assistance and remain independent from welfare assistance for at least one year before the expiration of the term of the contract of participation, including any extension thereof [24 CFR §984.303(b)(2)].

At its discretion, the PHA may also elect to suggest this as an interim goal in the ITSP regardless of whether a family is receiving welfare assistance at the time the COP is developed.

## Addendum #1 – The Family Self-Sufficiency Program

### PHA Policy

The PHA requires that each family participating in the FSS program, regardless of whether the family is receiving welfare assistance at the time the contract of participation is being developed, that the family include an interim goal on its individual training and services plan for the family (entire household) to become independent from welfare assistance and remain welfare-free for at least one year (12 consecutive months) before the expiration of the term of the contract of participation.

### ***Individual Training & Service Plans for Other than FSS Head***

An individual training and services plan is only required for the head of the FSS family. This means that it is the PHA's decision, after consulting with the family, whether to create an ITSP and provide supportive services to other family members aged 18 or over if they want to participate in the FSS program and supportive services are available [Notice PIH 93-24, G-16].

### PHA Policy

The PHA will permit additional family members to have an ITSP.

## **5-I.C. FAMILY OBLIGATIONS**

### **Compliance with Lease Terms**

One of the obligations of the FSS family according to the contract of participation is to comply with the terms and conditions of the public housing lease or housing choice voucher program assisted lease [24 CFR §984.303(b)(3)].

Inability to comply with the lease represents an inability to comply with the contract, therefore regulations regarding noncompliance with the FSS contract apply [see 24 CFR §984.303(b)(5)]. It is up to the PHA to determine the plan of action for FSS families found in noncompliance with the lease and how the PHA will precisely define the term *comply with the lease*.

### PHA Policy

Comply with the lease means the FSS family has not been evicted for repeated or serious violations of the lease; or if they have been evicted for serious or repeated violations of the lease, the family has prevailed in either the grievance hearing or the informal hearing process (and has been allowed back into the program).

The PHA's FSS program will terminate the FSS contract of participation for failure to comply with the terms of the lease.

### **Employment Obligation [24 CFR §984.303 (b)(4)]**

Another obligation set forth by the contract of participation is for the head of the FSS family to *seek and maintain suitable employment* during the term of the contract and any extension. Although other members of the FSS family may seek and maintain employment during the term of the contract, it is only a requirement for the head of the FSS family.

#### Addendum #1 – The Family Self-Sufficiency Program

The obligation for the head of the FSS family to *seek employment* is defined in the regulatory language as meaning that the head of the FSS family has applied for employment, attended job interviews, and has otherwise followed through on employment opportunities. However, this definition still leaves room for policy decisions on the part of the PHA because it does not define the level of activity involved in “seeking.”

There is no regulatory definition of *maintain employment*. For this reason, it is up to the PHA to define the term.

In addition, there is no minimum period of time that an FSS head of household needs to be employed in order to meet its contract of participation requirements [Notice PIH 93-24, G-9].

According to regulation, the PHA makes a determination of *suitable employment* based on the skills, education, and job training of the FSS head of household, and based on the available job opportunities within the jurisdiction served by the PHA [24 CFR §984.303(b)(4)(iii)]. This means that the PHA has the ultimate responsibility for making the decision regarding the suitability of employment. However, this decision must be made in conjunction with the head of the FSS family [Notice PIH 93-24, G-3].

#### PHA Policy

For purposes of the PHA’s FSS program, *seek employment* means the head of household has applied for employment, attended job interviews, and otherwise followed through on employment opportunities as outlined in the individual training and services plan of his or her contract of participation.

*Maintain employment* means that the FSS head of household will complete all of the obligations outlined in the individual training and services plan in his or her contract of participation (COP) and be employed full-time on the last effective day of the COP; or, be employed part-time and enrolled, and participating as agreed, in a part-time education or training program on the last effective day of the COP. The PHA will require verification of this employment or enrollment.

*Suitable employment* generally refers to a job that offers wages comparable to your recent employment and duties that fit your education level and work experience.

#### **5-I.D. CONSEQUENCES OF NONCOMPLIANCE WITH THE CONTRACT**

Consequences apply for families who do not meet the terms and conditions of the contract. The regulations require that the contract of participation specify that if the FSS family fails to comply, without good cause, with the terms and conditions of the contract (including compliance with the public housing lease or the HCV-assisted lease), the PHA may:

- Withhold supportive services
- Terminate the family’s participation in the FSS program
- In an HCV FSS program, terminate or withhold the family’s HCV program assistance

However, the PHA may not terminate or withhold the family’s HCV program assistance if the only basis for noncompliance with the contract of participation is noncompliance with the lease or failure to become independent from welfare assistance. Still, failure to become independent from welfare assistance because of failure of the head of household to meet the employment obligation specified in the contract, or failure of the FSS family to meet any other obligation under the contract of participation (except the interim goal concerning welfare assistance) is grounds for the PHA to terminate or withhold HCV program assistance [24 CFR §984.303(b)(5)]. PHA policy regarding termination of HCV program assistance due to failure to comply with the requirements of the COP without good cause is found in Section 5-II.G. of this action plan.



## Addendum #1 – The Family Self-Sufficiency Program

### PHA Policy

The contract of participation (COP) will be terminated before the expiration of the contract term if the participant fails to meet, without “good cause,” their obligations as outlined in the COP. If the participant fails to meet its obligations outlined in the COP, the FSS coordinator, or their designee, will first meet with the family to reassess the need for supportive services or a change in the individual training and services plan (ITSP). Then, if a reassessment of supportive services or a change in the ITSP is not successful in bringing the family in compliance, the FSS coordinator will withhold supportive services for no more than 90 days until the participant meets their obligations outlined in the COP. Finally, if neither of these alternatives is successful, the FSS coordinator will terminate the COP for failure to complete the tasks, interim goals, or final goals of the ITSP in a timely manner, and thus failure to complete the obligations outlined in the COP.

The FSS coordinator will make an exception to the actions in terminating the COP if the participant can demonstrate “good cause” for the failure to meet its obligations as outlined in the COP.

For purposes of the PHA FSS program, *good cause* includes:

#### Family circumstances

- Death in the family
- Serious illness
- Medical emergency
- Mandatory court appearances
- Involuntary loss of employment
- Loss of head of household through death, incarceration, or removal from lease
- Change in the ITSP improving progress toward economic self-sufficiency

#### Community circumstances

- Significant reduction in workforce (over 20 percent reduction in employment field)
- Significant interruption in service delivery (over 3 month interruption)
- Provider noncompliance with regulation
- Provider unable/unwilling to provide service
- Provider offering inferior service

## **PART II. CONTRACT SPECIFICATIONS**

### **5-II.A. OVERVIEW**

In addition to making clear the family’s obligations under the program, the contract of participation contains specific terms and conditions, including those governing contract modifications, terminations, and grievance procedures. This part describes those specifications and associated policy.

Addendum #1 – The Family Self-Sufficiency Program

**5-II.B. CONTRACT TERM [24 CFR §984.303(c)]**

The contract term is five years. This means that the family has no more than five years from the effective date of the contract of participation (COP) to fulfill their obligations as specified in the contract. This five-year term requirement will be specified in the COP.

**Contract Extension [24 CFR §984.303(d)]**

While the term set forth in the contract of participation is for five years, contract extensions are possible. According to regulation, PHAs will for “good cause” extend the term of the contract for a period not to exceed two years for any FSS family that requests an extension of the contract in writing. The family’s written request for an extension must include a description of the need for the extension. *Good cause* means circumstances beyond the control of the FSS family, as determined by the PHA, such as a serious illness or involuntary loss of employment (further defined by PHA policy in Section 5-I.D.). Extension of the contract of participation will entitle the FSS family to continue to have amounts credited to the family’s FSS account.

**5-II.C. MODIFICATION OF THE CONTRACT**

The contract of participation (COP) does have the ability to be modified, as long as the PHA and the FSS family mutually agree to modify it. This includes modifications in writing with respect to the individual training and services plans (ITSPs), the contract term (See Section 5-II.B. above), and designation of the head of the family [24 CFR §984.303(f)].

In addition, the PHA may also delete the line in the COP under “Corrective Actions to Meet Family Responsibilities” stating that if the family is participating in the HCV program, the PHA may terminate HCV assistance when allowed by HUD requirements. Mutual agreement is not needed for this modification [Notice PIH 95-5]. Termination of HCV assistance is covered in further detail in Section 5-II.G. The conditions under which the PHA will modify the contract are set forth in the policy below.

PHA Policy

In the PHA’s FSS program, the COP will be modified by mutual agreement between the PHA and the head of household:

When modifications to the ITSP improve the participant’s ability to complete their obligations in the COP or progress toward economic self- sufficiency.

When the designated head of the FSS family ceases to reside with other family members in the assisted unit, and the remaining family members, after consultation with the public housing or HCV program representative, designate another family member to be the head of household and receive escrow funds

When a relocating family is entering the FSS program of a receiving PHA and the start date of the COP must be changed to reflect the date the new COP is signed with the receiving PHA

The PHA will also remove the line under “Corrective Actions to Meet Family Responsibilities” stating that if the family is participating in the HCV program, the PHA may terminate the assistance when allowed by HUD requirements.

No goals can be changed within the last six months of the contract or unless approved by a reasonable accommodation.

**5-II.D. COMPLETION OF THE CONTRACT**

By regulation, the contract of participation is considered to be completed, and a family’s participation in the FSS program is considered to be concluded when one of the following occurs [24 CFR §984.303(g)]:

Addendum #1 – The Family Self-Sufficiency Program

- The FSS family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof.
- 30 percent of the monthly adjusted income of the FSS family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSS family qualifies based on the PHA's occupancy standards. The contract of participation will be considered completed and the family's participation in the FSS program concluded on this basis even though the contract term, including any extension thereof, has not expired, and the family members who have individual training and services plans have not completed all the activities set forth in their plans.

Policies on verifying completion of the contract of participation can be found in Section 6-I.C. of this action plan.

**5-II.E. TRANSITIONAL SUPPORTIVE SERVICE ASSISTANCE**

Even after a family has completed the contract of participation, a PHA may continue to offer appropriate FSS supportive services to a former FSS family whose head of family is employed. If the family still resides in public housing, or HCV-assisted housing, these supportive services would be offered for becoming self-sufficient. If the family no longer resides in public housing, HCV-assisted housing, or other assisted housing, these supportive services would be offered for remaining self-sufficient [24 CFR §984.303(j)].

PHA Policy

The PHA may continue to offer supportive services to a former FSS family who has completed its contract of participation, and whose head of family is employed at the family's request.

**5-II.F. TERMINATION OF THE CONTRACT**

The contract of participation may be terminated before the expiration of the contract term and any extension of the contract by the following [24 CFR §984.303(h)]:

- Mutual consent of the parties
- Failure of the FSS family to meet its obligations under the contract of participation without good cause, including in an HCV FSS program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA
- The family's withdrawal from the FSS program
- Such other acts as is deemed inconsistent with the purpose of the FSS program
- Operation of law

PHA Policy

The COP will be terminated before the expiration of the contract term, and any extension thereof, for any of the following reasons:

Mutual consent of the parties

Failure of the FSS family to meet its obligations under the contract of participation without good cause

In an HCV FSS program, failure to comply with the contract requirements because the family has moved outside the jurisdiction of the PHA without continued assistance under portability

Family's withdrawal from the FSS program

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Such other acts as is deemed inconsistent with the purpose of the FSS program

Operation of law

If the FSS family faces termination due to failing to meet, without good cause, its obligations under the COP, the PHA will follow the relevant policy specified in Section 5-I.D. of this action plan.

*Good cause* for the purposes of the FSS program is also defined in Section 5-I.D.

In addition, the contract of participation is automatically terminated if the family's HCV assistance is terminated in accordance with HUD requirements [24 CFR §984.303(h)].

**5-II.G. OPTION TO TERMINATE SECTION 8 HOUSING AND SUPPORTIVE SERVICE ASSISTANCE [24 CFR §984.303(i)]**

As touched upon in Section 5-I.D. of this action plan, the PHA has the option to terminate or withhold HCV housing assistance, supportive services, and the FSS family's participation in the FSS program, if the PHA determines (in accordance with the hearing procedures provided in 24 CFR §982.555) that the FSS family has failed to comply without good cause with the requirements of the contract of participation.

PHA Policy

The PHA will not withhold or terminate HCV housing assistance and/or Public Housing Lease if the PHA determines that the FSS family failed to comply without good cause with the requirements of the COP unless the actions prompting termination of the FSS COP would also, independently, prompt termination of the HCV voucher.

**5-II.H. NULLIFICATION OF CONTRACT FOR UNAVAILABILITY OF SUPPORTIVE SERVICES [24 CFR §984.303(e)]**

In addition to termination, the contract of participation can also be ended ahead of time as a result of integral supportive services being unavailable. This, however, should only occur as a last resort:

- If a social service agency fails to deliver the supportive services pledged under an FSS family member's individual training and services plan (ITSP), the PHA must make a good faith effort to obtain these services from another agency.
- If the PHA is unable to obtain the services from another agency, the PHA must reassess the family member's needs and determine whether other available services would achieve the same purpose.
- If other available services would not achieve the same purpose, the PHA shall determine whether the unavailable services are integral to the FSS family's advancement or progress toward self-sufficiency.
- If the unavailable services are not integral to the FSS family's advancement toward self-sufficiency, the PHA must revise the ITSP, delete these services, and modify the contract of participation to remove any obligation on the part of the FSS family to accept the unavailable services.
- If the unavailable services *are* determined to be integral to the FSS family's advancement toward self-sufficiency (which may be the case if the affected family member is the head of the FSS family), the PHA shall declare the contract of participation null and void.

Nullification of the contract of participation on the basis of unavailability of supportive services shall not be grounds for termination of HCV assistance.

Addendum #1 – The Family Self-Sufficiency Program

**5-III. GRIEVANCE PROCEDURES**

When adverse action is taken by the PHA against a family, the PHA is required to provide a grievance hearing in the public housing program, or an informal hearing in the housing choice voucher program [24 CFR §966 subpart B, 24 CFR §982.554].

According to regulatory requirements, the FSS action plan must contain the grievance and hearing procedures available for FSS families against whom the PHA has taken adverse action with regards to FSS [24 CFR §984.201(d)(9)].

PHA Policy

The grievance and informal hearing procedures for the FSS program will be the same as the grievance and hearing procedures adopted for the public housing and housing choice voucher programs in the PHA's admissions and continued occupancy policy and administrative plan, respectively:

Housing Choice Voucher Program- Administrative Plan 2019- Informal Hearing Procedures is located in Chapter 18-3

Public Housing- Admissions and Continued Occupancy Policy 2019 – Informal Hearing Procedures is located in Chapter 16

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**Chapter 6**

**ESCROW ACCOUNT**

**INTRODUCTION**

The establishment of an escrow account is offered as a financial incentive to families for participation in the FSS program. Generally, under this incentive, the amount of an increase in family rent resulting from an increase in earned income is escrowed. That is, usually a family's rent or share of the rent goes up when the family experiences an increase in earned income. In the FSS program, this is still the case, but the part of the rent representing the increase is deposited into an account as an escrow credit. The funds from this escrow account then become available to FSS families upon successful completion of their contracts of participation.

This chapter explains how the FSS escrow account works, including calculating the amount of the escrow credit and disbursing the funds, and also covers the proper way for the PHA to manage and report on the account.

This chapter contains two parts:

Part I: The Escrow Account: This part provides an overview of how the escrow account works, including calculating the escrow credit and disbursing the funds upon completion of the contract of participation.

Part II: Escrow Fund Accounting and Reporting: This part describes the requirements for managing the escrow account, including both accounting and reporting requirements.

**PART I. THE ESCROW ACCOUNT**

**6-1.A. OVERVIEW**

As an integral incentive to the FSS program, it is very important to have clear-cut policy spelling out how the escrow account works. This includes policy regarding the calculation of the FSS credit amount, the disbursement of FSS account funds, the use of account funds for homeownership, and forfeiture of the FSS escrow account.

**6-1.B. CALCULATING THE FSS CREDIT AMOUNT**

For FSS families who are very low-income families, the FSS credit is the lesser of 30 percent of current monthly adjusted income less the family rent, or the current family rent less the family rent at the time of the effective date of the contract of participation. The family rent is obtained by disregarding any increases in earned income (as defined in 24 CFR §984.103) from the effective date of the contract of participation. For FSS families who are considered low-income families but not very low-income families, the FSS credit is calculated in the same manner but cannot exceed the amount computed for 50 percent of the median income [24 CFR §984.305(b)(1)].

FSS families who are not low-income families are not entitled to any FSS credit [24 CFR §984.305(b)(2)].

**Determination of Family Rent and Total Tenant Payment**

For purposes of determining the FSS credit, *family rent* for the public housing program is the total tenant payment as defined in 24 CFR Part 5, subpart F. For the HCV program, *family rent* is 30 percent of adjusted monthly income [24 CFR §984.305(b)(1)].

Total tenant payment for a family participating in the public housing FSS program is determined in accordance with the regulations set forth in 24 CFR Part 913.

Addendum #1 – The Family Self-Sufficiency Program

**Increases in FSS Family Income [24 CFR §984.304]**

As described in the FSS credit calculations above, any increases in family earned income resulting in increases in family rent become deposited in the escrow account. For this reason, and because of the nature of the FSS account, any increase in the earned income of an FSS family during its participation in an FSS program may not be considered as income or a resource for purposes of eligibility of the FSS family for other benefits, or amount of benefits payable to the FSS family, under any other program administered by HUD, unless the income of the FSS family equals or exceeds 80 percent of the area median income (as determined by HUD, with adjustments for smaller and larger families).

**Cessation of FSS Credit [24 CFR §984.305(b)(3)]**

The PHA will not make any additional credits to the FSS family's FSS account when the family has completed the contract of participation, or when the contract of participation is terminated or otherwise nullified.

**6-I.C. DISBURSEMENT OF FSS ACCOUNT FUNDS**

**Disbursement at Completion of Contract [24 CFR §984.305(c)(1)]**

When the contract has been completed according to regulation, the amount in an FSS account in excess of any amount the FSS family owes to the PHA will be paid to the head of the FSS family. However, in order to receive the disbursement, the head of the FSS family must submit a certification (as defined in 24 CFR §984.103) to the PHA at the time of contract completion that, to the best of his or her knowledge and belief, no member of the FSS family is a recipient of welfare assistance.

**Disbursement before Expiration of Contract Term**

FSS account funds may also be disbursed before the end of the contract term. If the PHA determines that the FSS family has fulfilled its obligations under the contract of participation before the expiration of the contract term and the head of the FSS family submits a certification that, to the best of his or her knowledge, no member of the FSS family is a recipient of welfare assistance, the amount in the family's FSS account in excess of any amount the family owes to the PHA will be paid to the head of the FSS family [24 CFR 984.305(c)(2)(i)].

In addition, the PHA may at its sole option disburse FSS account funds before completion of the contract if the family needs a portion of the funds for purposes consistent with the contract of participation and the PHA determines that the FSS family has fulfilled certain interim goals established in the contract of participation. Such cases could include using the funds to assist the family in meeting expenses related to completion of higher education (e.g., college, graduate school) or job training, or to meet start-up expenses involved in creation of a small business [24 CFR §984.305(c)(2)(ii)].

PHA Policy

The PHA will disburse a portion of the FSS escrow account funds before completion of the Contract of Participation (COP) when the family has met all its obligations under the COP to date, including the completion of all ITSP interim goals and tasks to date, and:

The PHA will disburse a portion of up to 50% of the FSS escrow account funds before completion of the COP when the family has met all its obligations under the COP to date, including all its ITSP interim goals and tasks to date, and requested funds are needed in order to complete an interim goal or task within the COP and are not ongoing expenses and/or the family has demonstrated that the need for one-time payment of otherwise ongoing expenses such as rent, utilities, telephone, cell phone, pager, car payments, car maintenance, insurance, or childcare is needed to complete an interim goal, a final goal, or a task related to such goals.

## Addendum #1 – The Family Self-Sufficiency Program

### **Verification of Family Certification at Disbursement**

Interim disbursement may only occur after the family has completed certain interim goals and funds are needed in order to complete other interim goals. Final disbursement can only occur after the family has completed the contract of participation and all members are welfare-free as defined by regulation. Because of this, it follows that the PHA may require verification for the completion of interim goals or the contract of participation.

Before final disbursement of the FSS account funds to the family, the PHA may verify that the FSS family is no longer a recipient of welfare assistance by requesting copies of any documents which may indicate whether the family is receiving any welfare assistance, and by contacting welfare agencies [24 CFR §984.305(c)(3)].

HUD provides verification guidance in Notice PIH 2010-19. This guidance is mandatory for the public housing and housing choice voucher programs. The PHA's ACOP and/or Administrative Plan must contain verification policies following the hierarchy in this notice. The policies contained in the PHA's ACOP and Administrative Plan cover verification policies related to the FSS program in general. However, determining the need for interim disbursements may require more clarification as to what constitutes an acceptable third-party source.

#### PHA Policy

The PHA will require verification that the FSS family has completed certain interim goals, or has completed the contract of participation, and that the FSS family is no longer a recipient of welfare assistance, as relevant, before making interim and final disbursements.

The PHA will follow HUD's verification hierarchy set forth in Notice PIH 2010-19 to make these verifications. However, the PHA will use a *knowledgeable professional* as a third-party source to verify the need for interim disbursements.

### **Verification of Family Certification at Disbursement**

The PHA will require verification that the FSS family has completed certain interim goals, or has completed the contract of participation, and that the FSS family is no longer a recipient of welfare assistance, as relevant, before making interim and final disbursements.

What will the PHA accept as verification for disbursement?

The PHA will follow HUD's verification hierarchy set forth in Notice PIH 2010-19 to make these verifications. However, the PHA will use a *knowledgeable professional* as a third-party source to verify the need for interim disbursements.

### **Succession to FSS Account [24 CFR §984.305(d)]**

FSS account funds should be disbursed to the head of the FSS family. However, if the head of the FSS family no longer resides with the other family members in the public housing or the HCV-assisted unit, the remaining members of the FSS family, after consultation with the PHA, have the right to designate another family member to receive the funds.

### **6-I.D. USE OF FSS ACCOUNT FUNDS FOR HOMEOWNERSHIP**

According to regulation, a public housing FSS family may use its FSS account funds for the purchase of a home, including the purchase of a home under one of HUD's homeownership programs, or other federal, state, or local homeownership programs, unless the use is prohibited by the statute or regulations governing the particular homeownership program [24 CFR §984.305(e)].



#### Addendum #1 – The Family Self-Sufficiency Program

Homeownership is just one option for use of the FSS account funds. PHAs may not restrict the use of escrow funds at contract completion [Notice PIH 93-24, C-13].

#### **6-I.E. FORFEITURE OF FSS ACCOUNT FUNDS**

Amounts in the FSS account will be forfeited when the contract of participation is terminated, or when the contract of participation is completed by the family (see Section 5-II.D. of this action plan) but the FSS family is receiving welfare assistance at the time of expiration of the term of the contract of participation, including any contract extension [24 CFR §984.305(f)(1)].

#### **Treatment of Forfeited FSS Account Funds**

Treatment of forfeited FSS account funds differ depending on the type of FSS program the PHA operates. For public housing FSS programs, FSS account funds forfeited by the FSS family will be credited to Other Income and will become part of Unrestricted Net Assets. Forfeited FSS account funds will be counted as other income in the determination of operating subsidy eligibility for the next budget year [24 CFR §984.305(f)(2)(i)].

In the housing choice voucher program, forfeited FSS account funds will be treated as program receipts for payment of program expenses under the PHA budget for the program, and will be used in accordance with HUD requirements governing the use of program receipts [24 CFR §984.305(f)(2)(i)].

### **PART II. ESCROW FUND ACCOUNTING AND REPORTING**

#### **6-II.A. OVERVIEW**

Regulations set forth specific requirements involving the accounting and reporting for the FSS escrow account. This part describes those requirements and the PHA policy necessary for managing the account from the PHA perspective.

#### **6-II.B. ACCOUNTING FOR FSS ACCOUNT FUNDS**

When establishing FSS escrow accounts, the PHA must deposit the FSS account funds of all families participating in the PHA's FSS program into a single depository account for each (public housing or HCV) program. In addition, the funds held in this account must be invested in one or more of the HUD-approved investments [24 CFR §984.305].

The total of the combined FSS account funds will be supported in the PHA accounting records by a subsidiary ledger showing the balance applicable to each FSS family. During the term of the contract of participation, the PHA periodically, but not less than annually, credits the amount of the FSS credit (see Section 6-I.B.) to each family's FSS account [24 CFR §984.305(a)(2)(i)].

#### PHA Policy

The PHA will credit the amount of the FSS credit(s) to each family's account on a monthly basis.

#### **Proration of Investment Income [24 CFR §984.305(a)(2)(ii)]**

Because the FSS account funds are to be invested, the investment income for those funds in the FSS account will also need to be credited to each family's account. By regulation, these funds are to be prorated and credited to each family's FSS account based on the balance in each family's FSS account at the end of the period for which the investment income is credited.

Addendum #1 – The Family Self-Sufficiency Program

PHA Policy

Each month the full amount of the investment income for funds in the Public Housing and Housing Choice Voucher FSS account will be prorated and created to each family's subsidiary line item after this line item has been reduced by the amount of unpaid rent and other amounts due under the Public Housing and HCV assisted lease.

**Reduction of Amounts Due by FSS Family [24 CFR §984.305(a)(2)(iii)]**

If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the public housing or HCV-assisted lease, the balance in the family's FSS account shall be reduced by that amount (as reported by the owner to the PHA in the HCV FSS program) before prorating the interest income. If the FSS family has fraudulently underreported income, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

**6-II.C. REPORTING ON THE FSS ACCOUNT**

Each PHA is required to make a report, at least once annually, to each FSS family on the status of the family's FSS account.

At a minimum, the report must include [24 CFR §984.305(a)(3)]:

- The balance at the beginning of the reporting period
- The amount of the family's rent payment that was credited to the FSS account, during the reporting period
- Any deductions made from the account for amounts due the PHA before interest is distributed
- The amount of interest earned on the account during the year
- The total in the account at the end of the reporting period

PHA Policy

The PHA will provide FSS participants an annual statement on the status of their FSS escrow account.

## Chapter 7

### PORTABILITY IN HOUSING CHOICE VOUCHER FSS PROGRAMS

#### INTRODUCTION

PHAs operating HCV FSS programs must be familiar with the rules and regulations regarding portability under the housing choice voucher program. As with the case of portability in the HCV program in general, the FSS family may move outside the initial PHA jurisdiction under portability procedures after the first 12 months of the FSS contract of participation [24 CFR §984.306].

In the event that an FSS family chooses to exercise portability, certain special requirements regarding the FSS program would apply. This chapter describes the obligations of the initial PHA, the receiving PHA, and the FSS family under portability, in addition to any special stipulations regarding portability in the FSS context. This chapter contains two parts:

Part I: Portability in the FSS Program: This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

Part II: The Effects of Portability on FSS Regulations and Policy: This part describes the specific ways in which portability affects different aspects of the FSS program, including the escrow account, program termination, loss of the FSS account, and termination of HCV program assistance. **PART I:**

#### PORTABILITY IN THE FSS PROGRAM

##### 7-1.A. OVERVIEW

Portability is a statutory feature of the housing choice voucher program—it is included in the law. As such, PHAs operating an HCV FSS program need to understand the effects that portability will have on HCV FSS families and program operation. This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

##### 7-1.B. DEFINITIONS

For the purposes of portability with regards to the FSS program, the following definitions will be used [24 CFR §982.4, 24 CFR §984.306].

- *Initial PHA* means both:
  1. A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
  2. A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.
- *Receiving PHA* means a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA either absorbs the family into its program, including issuing a voucher and providing rental assistance to the family, or bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher.
- *Relocating FSS Family* refers to an FSS family that moves from the jurisdiction of a PHA at least 12 months after signing its contract of participation.

Addendum #1 – The Family Self-Sufficiency Program

**7-I.C. RESIDENCY REQUIREMENTS**

Families participating in an HCV FSS program are required to lease an assisted unit within the jurisdiction of the PHA that selected the family for the FSS program for a minimum period of 12 months after the effective date of the contract of participation. However, the initial PHA may approve a family's request to move outside its jurisdiction under portability during this period [24 CFR §984.306(b)(1)].

PHA Policy

The PHA will approve a family's request to move outside its jurisdiction under portability during the first 12 months after the effective date of the contract of participation if needed for training, education, employment, support services, or to meet personal family needs. After the first 12 months of the FSS contract of participation, the FSS family may move outside the initial PHA jurisdiction under portability procedures regardless of PHA approval [24 CFR §984.306(b)(2)].

**7-I.D. CONTRACT OF PARTICIPATION**

Once a family moves outside the initial PHA's jurisdiction, a determination will need to be made regarding whether the family will continue to participate in the initial PHA's FSS program or whether it will participate in the FSS program of the receiving PHA.

**Continued Participation in the FSS program of the Initial PHA**

A relocating FSS family may continue in the FSS program of the initial PHA if the family demonstrates to the satisfaction of the initial PHA that, notwithstanding the move, the relocating FSS family will be able to fulfill its responsibilities under the initial or modified contract of participation at its new place of residence. For example, this could mean that the FSS family may be able to commute to the supportive services specified in the contract of participation, or the family may move to obtain employment as specified in the contract [24 CFR §984.306(c)].

PHA Policy

The PHA will approve a relocating family's request to continue in its FSS program if the family demonstrates to the PHA's satisfaction that, notwithstanding the move, the relocating FSS family will be able to fulfill its responsibilities under the existing or modified contract of participation at its new place of residence.

Should the relocating family stay in the initial PHA's FSS program, there will be only one contract of participation. This will be the same contract as originally executed by the initial PHA [24 CFR §984.306(c)(2)].

**Participation in the FSS Program of the Receiving PHA**

When a family moves into the jurisdiction of another PHA, the relocating FSS family may participate in the FSS program of the receiving PHA if the receiving PHA allows the family to do so. However, a PHA is not obligated to enroll a relocating FSS family in its FSS program [24 CFR §984.306(d)(1)].

## Addendum #1 – The Family Self-Sufficiency Program

### PHA Policy

The PHA, as the receiving housing authority, will allow a relocating FSS family to participate in its FSS program so long as an open FSS slot exists. The PHA, as the receiving housing authority, will allow a relocating FSS family to participate in its FSS program so long as there is a(n):

- Open slot in the FSS program.
- The family does not owe money to any PHA.
- The essential services are available in its community.

In cases where the receiving PHA allows the relocating FSS family to participate in its FSS program, the receiving PHA will enter into a new contract of participation with the FSS family for the term remaining on the contract with the initial PHA. The initial PHA will then terminate its contract of participation with the family [24 CFR §984.306(d)(2)]

## **PART II: THE EFFECTS OF PORTABILITY ON FSS REGULATIONS AND POLICY**

### **7-II.A. OVERVIEW**

The regulations set forth under the FSS program will sometimes be affected by the regulations of the public housing and housing choice voucher (HCV) programs. Portability, as an integral part of the housing choice voucher program, is an excellent example of how HCV regulations can in turn affect FSS program operation. This part describes the specific ways in which portability affects different aspects of the FSS program, including the escrow account, program termination, loss of the FSS account, and termination of HCV program assistance.

### **7-II.B. PORTABILITY AND THE ESCROW ACCOUNT [24 CFR §984.306(e)]**

The escrow account is one aspect of the FSS program that could present an issue if a participant family decides to move under portability because the family's account is administered by the initial PHA. Regardless of whether the relocating FSS family remains in the FSS program of the initial PHA or is enrolled in the FSS program of the receiving PHA, FSS regulations specify that there will be a single FSS account to be maintained by the initial PHA so long as the initial PHA is ultimately paying the housing assistance payment. However, when an FSS family is absorbed by the receiving PHA, the initial PHA transfers the family's FSS account to the receiving PHA, and the receiving PHA begins administering the account.

### **7-II.C. PROGRAM TERMINATION, LOSS OF FSS ACCOUNT, AND TERMINATION OF SECTION 8 ASSISTANCE**

Another point of consideration for PHAs is noncompliance with the contract of participation when the FSS participant family moves outside of the PHA's jurisdiction. In such cases, noncompliance with the contract is treated the same under portability as it is if the noncompliance occurred in the initial PHA's jurisdiction. According to the regulatory language, if an FSS family that relocates to another jurisdiction is unable to fulfill its obligations under the contract of participation (or any modifications to the contract), the PHA administering the contract may either terminate the FSS family from the FSS program and the family's FSS account will be forfeited; or, the PHA may terminate the FSS family from the FSS program and the family's FSS account will be forfeited, **and** terminate the FSS family's HCV program assistance on the grounds that the family failed to meet its obligations under the contract of participation [24 CFR §984.306(f)(1)].

Addendum #1 – The Family Self-Sufficiency Program

PHA policy regarding the consequences of noncompliance with the FSS contract of participation can be found in Section 5-I.D. of this action plan. *Good cause* is likewise defined in this section.

PHA policy regarding the termination of HCV program assistance due to failure to comply with the contract of participation is written in Section 5-II.G. of this action plan.

In the event of forfeiture of the family's FSS account, the funds in the family's FSS account will revert to the PHA maintaining the FSS escrow account for the family [24 CFR §984.306(f)(2)]

## GLOSSARY

### A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual Adjustment Factor
ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations
CR	Contract Rent
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GR	Gross Rent
HAP	Housing Assistance Payment
HCDCA	Housing and Community Development Act
HO	Home Ownership
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
IRA	Individual Retirement Account
OIG	Office of Inspector General
PHA	Public Housing Authority
PBVP	Project-Based Voucher Program
PS	Payment Standard
QC	Quality Control
RFTA	Request for Tenancy Approval
RFP	Request for Proposals
SHRA	Sacramento Housing and Redevelopment Agency
SRO	Single Room Occupancy
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING**

**ABATEMENT:** Permanent withholding of the HAP for the duration that the assisted unit is not in compliance with Housing Quality Standards after the initial thirty-day repair timeframe.

**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:** 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.

**ADJUSTED INCOME:** Annual income, less allowable HUD deductions.

**ADMINISTRATIVE FEE:** Fee paid by HUD to the PHA for administration of the program.

**ADMINISTRATIVE FEE RESERVE:** Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

**ADMINISTRATIVE PLAN:** The HUD required written policy of the PHA governing its administration of the Housing Choice Voucher program. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD.

**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.

**ADULT:** A Person aged 18 years or older.

**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 ADJUSTED INCOME:** 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.

**APPOINTMENT:** An in-person or virtual meeting between SHRA staff and an applicant or participant.

**"AS-PAID" STATES:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS:** (See Net Family Assets.)



## Glossary

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**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 the Housing Choice Voucher 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 PROGRAM:** Rental certificate program.

**CHILDCARE 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.

**CITIZEN:** A citizen or national of the United States.

**CODE OF FEDERAL REGULATIONS:** Commonly referred to as "the regulations" or "CFR". The CFR is the compilation of Federal rules, which are first published in the Federal Register and define and implement a statute.

**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/Partner and; a Co-head is never a Dependent).

**CONGREGATE HOUSING:** Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing

**COOPERATIVE:** A dwelling unit owned and or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

**CONTIGUOUS MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

**CONTINUOUSLY ASSISTED:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program.

**CONTRACT:** (See Housing Assistance Payments Contract.)

**CONTRACT AUTHORITY:** The maximum annual payment by HUD to a PHA for a funding increment.

**CONTRACT RENT:** In the Housing Choice Voucher Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.

**COVERED FAMILY:** A family that receives welfare benefits or other public assistance from a state or local agency which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

**CURRENT:** A debt is considered "current" if there is a repayment agreement, the family has made at least one payment and there are no past due payments.

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**DEPENDENT:** A member of the family household (excluding foster children) other than the family head or spouse/partner, 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.

**DES:** Designated Housing Vouchers: DES vouchers are made available for non-elderly, disabled families who are living in elderly only public housing or who are on the public housing waiting list. Also see NED.

**DHS:** Department of Homeland Security (formerly known as INS)

**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 PERSON:** A person who is any of the following:

- (1) A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C. §423).
- (2) A person who has a physical, mental, or emotional impairment that:
  - (a) Is expected to be of long-continued and indefinite duration
  - (b) Impedes his or her ability to live independently
  - (c) Is of such a nature that ability to live independently could be improved by more suitable housing conditions
- (3) A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. §6001(7)).

**DISABLED FAMILY:** A family where the head (including co-head) spouse/partner, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

**DISPLACED FAMILY:** A family in which each member, or whose sole member, is a person:

- (1) displaced by governmental action resulting from the:
  - (a) prepayment of a mortgage or
  - (b) voluntary termination of a mortgage insurance contract or
  - (c) termination from housing due to a lack of funding or
  - (d) demolition or disposition of a public or Indian housing project, or
  - (e) a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief (24 CFR §5.403)

**DOMICILE:** The legal residence of the household head or spouse/partner 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)).

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**DUPLICATE PRE-APPLICATION:** Multiple pre-applications in which the head of household name and social security number are the same. The first pre-application will be accepted for its date and time however the address and other updated information will be used to update the current record.

**ECONOMIC SELF-SUFFICIENCY PROGRAM:** Is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workforce, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

**EIV:** Enterprise Income Verification System is a HUD computer system used to verify income for program participants.

**ELDERLY HOUSEHOLD:** A family whose head (including co-head), spouse/partner or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

**ELDERLY PERSON:** 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.

**EMANCIPATED MINOR:** A person under the age of 18 who is no longer subject to the laws governing parental responsibility. Emancipated minors are seen as legal adults under most circumstances.

**EMERGENCY:** Any documented and verifiable situation endangering the life or health and safety of the family including impending homelessness as a result of reduced funding for the HCV program or other sequestration of funds.

**EXCEPTION RENT:** In the certificate program an initial rent (contract rent plus any utility allowance) in excess of the published FMR. In the certificate program the exception rent is approved by HUD, or the PHA under prescribed conditions, and is used in determining the initial contract rent. In the voucher program the PHA may adopt a payment standard up to the exception rent limit approved by HUD for the PHA certificate program.

**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 (ELI) FAMILY:** A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. PHA Voucher Programs must admit at least 70% of new applicants who are ELI families.

**FAIR MARKET RENT:** The rent, including the cost of basic utilities (not telephone, internet or cable), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest

## Glossary

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(non-luxury) nature with suitable amenities. In this document, this includes Small Area Fair Market Rents also.

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

- (1) A single person, who may be an elderly person, displaced person, disabled person, near elderly person or any other single person: or
- (2) A group of persons residing together, and such group include, but are not limited to:

A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

Elderly family;

A near-elderly family;

A disabled family;

A displaced family; and

The remaining member of a tenant family.

**FAMILY OF VETERAN OR SERVICE PERSON:** A family is a "family of veteran or service person" when:

(1) The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

(2) The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse/partner has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM):** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services. Refer to the 2012 Family Self Sufficiency Action Plan for additional information on the program.

**FAMILY SHARE:** The amount calculated by subtracting the housing assistance payment from the gross rent.

**FAMILY UNIT SIZE:** The size of the Certificate or Voucher issued to the family based on the PHA's subsidy standards.

**FEDERAL PREFERENCE:** A preference under Federal law for admission of applicant families.

**FEDERAL PREFERENCE HOLDER:** An applicant that qualifies for a Federal preference.

**FMR:** Fair Market Rent. In this document, it also means SAFMR.

**FOSTER CHILDCARE 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 full time student is a person who is enrolled in at least 12 or more units at 1 (one) or more educational, technical or vocational institutions. An adult member of the household

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enrolled full-time in high school will also be considered a full-time student upon receipt of verification of continued enrollment.

**FUNDING INCREMENT:** Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

**GOOD CAUSE:** a substantial and compelling reason for missing an appointment or deadline to submit paperwork or to provide other information

**GOOD STANDING:** A family which does not owe an outstanding debt to any PHA; is not delinquent on a repayment agreement; is not subject to an action by the PHA that would require, under this Plan, the PHA to mail a Notice of Mandatory Tenant Conference or Notice of Proposed Termination of HCV Eligibility to the family; has not been evicted from federally subsidized housing; or been terminated from the HCV program within the last three years.

**GROSS RENT:** The sum of the Contract Rent and the utility allowance. If there is no utility allowance, Contract Rent 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 adult member of the family who assumes legal and financial responsibility for the household and is listed on the application as head.

**HIGHER COST AREA OR HIGHER COST UNIT:** For moves within the initial PHA's jurisdiction, a "higher cost unit" is defined as a unit in which the PHA would have to pay a higher subsidy amount. For portability moves, a "higher cost area" is defined as an area where a higher subsidy amount will be paid for a family because of higher payment standard amounts or "more generous" subsidy standards (e.g., the receiving PHA issues a 3-bedroom voucher to a family that received a 2-bedroom voucher from the initial PHA). (See PIH 2011-3).

### **HOMELESS:**

#### **a. Individuals and families who are homeless**

The meaning of "homeless" is as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

*Homeless* means:

(1) 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;
- (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements

## Glossary

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(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.

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

- (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- (ii) No subsequent residence has been identified; and
- (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing.

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

- (i) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- (ii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
- (iii) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

### **b. Individuals or families who are at-risk of homelessness**

The meaning of “at-risk of homelessness” is as such term is defined in section 401(1) of the McKinney-Vento

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Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

*At risk of homelessness.*

(1) An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition above; and
- (iii) Meets one of the following conditions:
  - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (B) Is living in the home of another because of economic hardship; Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
  - (C) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
  - (D) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
  - (E) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - (F) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

**c. Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking**

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This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90- day period preceding the date of the request for transfer.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship),
- b. a person with whom the victim shares a child in common,
- c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating violence** means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  1. The length of the relationship;
  2. The type of relationship; and
  3. The frequency of interaction between the persons involved in the relationship.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person’s individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

**Human trafficking** includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as:

*Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (and)



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*Labor trafficking* means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

### **d. Individuals or families who are recently homeless**

*Recently homeless* is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

as defined in the HEARTH Act:

**Homeless means:**

**(1) 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;**

**(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;**

**(2) An individual or family who will imminently lose their primary nighttime residence, provided that:**

**(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;**

**(ii) No subsequent residence has been identified; and**

**(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith based or other social networks, needed to obtain other permanent housing;**

**(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:**

**(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. §5732a), section 637 of the Head Start Act (42 U.S.C. §9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. §14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7**

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~~U.S.C. §2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. §1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11434a);~~

~~(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;~~

~~(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and~~

~~(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or~~

~~(4) Any individual or family who:~~

~~(i) 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;~~

~~(ii) Has no other residence; and~~

~~(iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.~~

**HOMELESS PREFERENCE:** The homeless preference may be verified by self-certification.

**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:

(1) A payment to the owner for rent to the owner under the family's lease.

(2) An additional payment to the family if the total assistance payment exceeds the rent to the 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 AUTHORITY:** A state, county, municipality or other governmental entity or public body authorized to administer the program. The term "PHA" includes an Indian Housing Authority (IHA).

**HOUSING QUALITY STANDARDS (HQS):** The HUD minimum quality standards for housing assisted under the tenant-based programs.

**HUD:** Department of Housing and Urban Development.

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**HUD REQUIREMENTS:** HUD requirements for the Housing Choice Voucher 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 multiplied by total cash value of assets. Calculation used when assets exceed \$5,000.

**IMPUTED WELFARE INCOME:** The amount of annual income, not actually received by a family, as a result of a specified benefit reduction

**INITIAL PHA:** In portability, the term refers to both:

- (1) A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
- (2) 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 THE OWNER:** The rent to the owner at the beginning of the HAP contract term.

**INCOME:** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY:** Annual Income.

**INDIAN HOUSING AUTHORITY (IHA):** A housing agency established either:

- (1) By exercise of the power of self-government of an Indian Tribe, independent of State law, or
- (2) By operation of State law providing specifically for housing authorities for Indians.

**INTEREST REDUCTION SUBSIDIES:** The monthly payments or discounts made by HUD to reduce the debt service payments and the rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**JURISDICTION:** The area in which the PHA has authority under State and local law to administer the program.

**LEASE:**

- (1) 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
- (2) 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:** In the lease between the tenant and the owner, the lease language required by HUD.

**LIVE-IN AIDE:** A person who resides with an elderly person or disabled person and who:

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- (1) Is determined to be essential to the care and wellbeing of the person.
- (2) Is not obligated for the support of the person.
- (3) Would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE:** A mechanism used to prioritize eligible households for placement on a PHA's waiting list.

**LONG-TERM PLACEMENT:** Is defined as six or more months in the household

**LOW-INCOME FAMILY:** A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger 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 prevailing comparable rent being charged in the rental area. Factors considered are unit type, size, age, location, amenities and provided services.

**MEDICAL EXPENSES:** A deduction for Disabled and/or Elderly Households only: those total medical expenses, including medical insurance premiums, which are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. 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/partner who is under 18 years of age.

**MIXED FAMILY:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status as defined in 24 CFR §5.504(b)(3)

**MONTHLY ADJUSTED INCOME:** 1/12th of the Annual Adjusted Income.

**NATIONAL:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NED:** Non-elderly, disabled person. Also see DES above.

**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.

**NON-PARENT:** A person who is not the biological mother or father of a child

**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.

**ORIGINAL HOUSEHOLD MEMBER:** A household member, who was a part of the original application and who has not resided outside of the home for more than 180 days.

**OTHER CRIMINAL ACTIVITY:** Other Criminal Activity is criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity or criminal activity which may threaten the health and safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, sub-contractor or agent), which may include but is not limited to: theft, vandalism, unlawful entry, burglary, etc.

**OWNER:** 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. The persons or entity having the legal right to lease a unit to a participant.

**PARTICIPANT:** A family that has been admitted to the PHA's Housing Programs. 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:** T The maximum subsidy payment for a family.

**PERMANENT SUPPORTIVE HOUSING:** Housing model that combines low barrier affordable housing and supportive housing to help individuals and families lead more stable lives.

**PERSONS WITH DISABILITIES:** Individuals with any condition or characteristic that renders a person an individual with a handicap as defined in 24 CFR §8.3.

**PORTABILITY:** Renting a dwelling unit with the Housing Choice Voucher tenant-based assistance outside the jurisdiction of the initial PHA

**PROJECT:** The units as defined in Attachment A of a Project-based voucher contract.

**PRE-APPLICANT (or Pre-Applicant Family):** A family that has submitted a pre-application to be placed on a waiting list, but has not yet completed an application to qualify for the program.

**PREMISES:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**PREVIOUSLY UNEMPLOYED:** This includes a person with disabilities who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

**PRIVATE SPACE:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**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 AUTHORITY:** A state, county, municipality, or other governmental entity or public body authorized to administer the programs.

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**REASONABLE CAUSE:** Applied to a set of facts or actions to prove whether a reasonable person would have come to the same conclusion or acted in the same way given the totality of the circumstances.

**REASONABLE RENT:** A rent to the owner that is not more than rent charged:

- (1) For comparable units in the private unassisted market; and
- (2) 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 certificate or voucher and provides program assistance to the family.

**RECERTIFICATION:** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

**RELATIVE:** Any person related by blood, adoption or marriage.

**REMAINING MEMBER OF TENANT FAMILY:** Person left in assisted housing after other family members have left and become unassisted.

**RENT TO THE OWNER:** The total monthly rent payable to the owner under the lease for the unit. Rent to the owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

**SAFMR:** Small Area Fair Market Rents. Used interchangeably with FMR.

**SECRETARY:** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT:** Any advance payment, other than an advance for the first month's rent or a deposit for a key or any special equipment

**SERIOUS LEASE VIOLATIONS:** The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- (1) If the owner terminates tenancy for serious or repeated violations of the lease.
- (2) If there are police reports, neighborhood complaints or other third party information, that has been verified by the PHA.
- (3) Nonpayment of rent is considered a serious violation of the lease.

**SERVICE PERSON:** A person in the active military or naval service (including the active reserve) of the United States.

**SINGLE PERSON:** A person living alone or intending to live alone.

**SMALL AREA FAIR MARKET RENTS (SAFMR):** Fair Market Rents published by zip codes. HUD typically publishes SAFMRs annually in October.

**SPECIAL ADMISSION:** Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

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**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).

**SPORADIC INCOME:** Income received less than three pay periods in the year

**SPOUSE/PARTNER:** A spouse/partner may be a person who is a boyfriend, girlfriend, significant other, spouse, or intimate partner. A household may only have one approved spouse/partner at a time.

**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:

- (1) 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
- (2) Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
- (3) Direct loans pursuant to Section 202 of the Housing Act of 1959; or
- (4) 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;
- (5) 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;
- (6) A Public Housing development.

**SUBSIDY STANDARDS:** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**SUBSTANTIALLY COMPLY WITH HUD'S HOUSING QUALITY STANDARDS:** The housing unit will pass housing quality standards (HQS) without the infusion of more than \$5,000 in rehabilitation.

**SUSPENSION/TOLLING:** Stopping the clock on the term of a family's certificate or 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.

**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 PHA-approved rent to the owner

**TOTAL TENANT PAYMENT (TTP):** The highest of 30% of the monthly-adjusted income, 10% of total monthly income, or the minimum rent.

**UIV:** Up-Front Income Verification. Refer to EIV (above)

**UNIT:** Residential space for the private use of a family.

**UTILITIES:** Utilities means water, electricity, gas, other heating, cooking fuels, trash collection and sewage services. Telephone, cable and internet services are not considered utilities.

**UTILITY ALLOWANCE:** An average estimated utility cost for the type, size and utility combination that the tenant would be responsible to pay.

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**UTILITY REIMBURSEMENT PAYMENT:** The amount, if any, by which the Utility Allowance for the selected unit or authorized voucher size (whichever is less), if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VACANCY LOSS PAYMENTS:**

MOD-REHAB PROGRAM [24 CFR §882.411]

See Chapter 19, MOD REHABILITATION PROGRAM, Vacancy Loss.

PROJECT-BASED PROGRAM [24 CFR §983.352]

See Addendum #2, PROJECT-BASED PROGRAM, Vacancy Loss.

**VAMC:** Veterans Affairs Medical Center.

**VERY LOW-INCOME FAMILY (VLI):** 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 Voucher Program.

**VETERAN:**

a person who has served in the active military, who was called to active duty by a federal order of the United States at any time and who was discharged or released under conditions other than dishonorable.

**VETERAN FAMILY PREFERENCE:** A preference will be provided to a household containing a veteran as defined in this Glossary.

**VIOLENT CRIMINAL ACTIVITY:** Violent criminal activity is any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**VOUCHER HOLDER:** A family holding a voucher with unexpired search time.

**WAITING LIST ADMISSION:** An admission from the PHA waiting list.

**WAITING LIST:** A list of families organized according to HUD regulations and PHA policy that are waiting for subsidy to become available.

**WELFARE ASSISTANCE:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local governments.





**The Housing Authority  
of the  
City of Sacramento  
2023  
Admissions and  
Continued Occupancy Policy  
(ACOP)**

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# Chapter 1: STATEMENT OF POLICIES AND OBJECTIVES

## INTRODUCTION

The U.S. Housing Act of 1937 created the low rent Public Housing program. Administration of the Public Housing program and the functions and responsibilities of the Public Housing Agency (PHA) of the City of Sacramento staff shall be in compliance with the PHA's *Personnel Policy*, any union agreements of the PHA, and this *Admissions and Continued Occupancy Policy (ACOP)*. The administration of this PHA's housing program will also meet the requirements of the Department of Housing and Urban Development (HUD). Such requirements include any Public Housing regulations, handbooks, and applicable notices. All applicable federal, state and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in 24 CFR (Code of Federal Regulations), Parts 1, 5, 8, 100 and 900-966.

### **A. *Public Housing Agency Mission Statement***

The mission of the PHA is to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

Our mission is to assist families in obtaining affordable housing. Our task is to determine what we can and must do to achieve that goal fairly and with the highest degree of integrity.

We will perform our mission with:

- Dignity - allowing each applicant and participant a sense of pride
- Fairness - remaining objective at all times, remembering that there are two sides to every story
- Respect - treating others as we would like to be treated, in a non-judgmental manner
- Sensitivity - demonstrating empathy (not sympathy) by ensuring that program information provided is complete, accurate, and offers positive solutions when possible.

### **B. *Local Objectives***

- To provide improved living conditions for very low and low-income families while maintaining rent payments at an affordable level
- To operate a socially and financially sound Public Housing Agency that provides decent, safe, and sanitary housing within a drug free, suitable living

- environment for residents and their families, ensuring that all units meet the Uniform Physical Condition Standards (UPCS)
- To avoid concentrations of economically and socially deprived families in any one, or all of the PHA's public housing developments
  - Promote a safe environment by denying initial or continued assistance to families who have demonstrated a pattern (meaning more than one incident during the previous eighteen (18) months) or history of violent, criminal, and/or drug-related criminal activity
  - To house a resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the PHA's jurisdiction
  - To provide opportunities for upward mobility for families who desire to achieve self-sufficiency
  - To facilitate the judicious management of the PHA inventory and the efficient management of the PHA staff
  - To ensure compliance with Title VI of the Civil Rights Act of 1964, and all other applicable federal laws and regulations so admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability or familial status.

### **C. Purpose of the Policy**

The purpose of the ACOP is to establish policies for the PHA staff to follow in determining eligibility for admission 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 PHA Board of Commissioners will approve the original policy and significant amendments. Required portions of this plan will be provided to HUD.

### **D. Fair Housing Policy**

It is the policy of the PHA to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The PHA shall not deny any family or individual the opportunity to apply for or receive assistance under the Conventional/Public Housing programs on the basis of race, color, sex, religion, creed, national or ethnic origin, ancestry, source of income, veteran status, age, familial or marital status, handicap/disability, sexual orientation, or gender identity. To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide federal/state/local information to voucher holders and public housing residents regarding discrimination and recourses available to them. The PHA provides and reviews information regarding Fair Housing rights and responsibilities during family briefing sessions. Such information will be made available during the family briefing session in each briefing packet.



Except as otherwise provided in 24 CFR §§ 8.21, 8.24, 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed and/or available in binders and posted at locations throughout the PHA. Information is displayed in conspicuous locations that are accessible to and usable by people with disabilities.

The Housing Choice Voucher and Conventional Housing Intake Department office are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by 711 (previously TTD/TDY) telephone service provider.

### ***E. Reasonable Accommodation Policy***

This policy is applicable to all situations described in this ACOP when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies for housing, and when the PHA schedules or reschedules appointments of any kind.

An applicant and participant with a disability must first ask for a specific accommodation for their disability before the PHA will deviate from standard policies. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so they may have full and equal access and utilize the housing program and related services. The availability of request for accommodation will be made known by including notices on PHA forms and letters. 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. This is applicable to all situations described in this ACOP. The PHA utilizes organizations that provide assistance for disabled persons when needed.

Individuals with disabilities who request reasonable accommodations may make such requests either orally or in writing and are not required to use a specific form in order to make such requests. However, the PHA has a standard Reasonable Accommodation Request form available in order to help expedite these requests.

The PHA will fully comply with the obligations found in HUD Notice PIH 2002-01 (HA) [Accessibility Notice: Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988]. To request a reasonable accommodation due to a disability, an applicant or participant must qualify under the following American with Disabilities Act (ADA) definition of disability:

- A physical or mental impairment that limits an individual's ability to participate in major life activities
- A record of such impairment, or
- Being regarded as having such impairment.

Notwithstanding any other provision of law no individual shall be considered disabled for the purpose of eligibility for low-income housing solely on the basis of any current drug use or alcohol dependence.

**REASONABLE ACCOMMODATION ( 24 CFR§5.403) (HUD General Counsel Opinion On Medical Marijuana, 1/20/2011)**

Federal and state nondiscrimination laws do not require housing authorities to accommodate requests by current or prospective residents with disabilities to use medical marijuana. The PHA may not permit the use of medical marijuana as a reasonable accommodation because such accommodations are not reasonable under the Fair Housing Act and would constitute a fundamental alteration in the nature of the operations of the program (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pgs1-2*).

*Medical Marijuana Use as a Reasonable Accommodation*

Person(s) seeking a reasonable accommodation to allow the use of medical marijuana are not "individuals with a disability" under Section 504 or the ADA and therefore do not qualify for a reasonable accommodation to allow the use of medical marijuana. Furthermore, because such requests are tantamount to requests to become an illegal drug user, the PHA is prohibited from granting such a request (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pg 6*).

**METHODS USED TO CERTIFY A PERSON WITH A DISABILITY**

To verify that an applicant or program participant is a person with a disability, PHA staff will first check to see whether the applicant is under the age of sixty-two (62) and receives either Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) Disability income.

Some residents or applicants may be persons with disabilities even though they do not have such income. In these cases, a verification form will be sent to a qualified professional with knowledge of the person's disability who can verify the individual's disability status.

**METHODS USED TO CERTIFY THE NEED FOR A REASONABLE ACCOMMODATION**

Once the person's status as a qualified person with a disability is confirmed, the PHA will require that a professional third party, competent to make the assessment, provide 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 (refer to Chapter 7, *Verification Procedures*).

The PHA will provide a written decision to the person requesting the accommodation within a reasonable time period. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, he or she may request a formal hearing to review the PHA's decision (refer to Chapter 13, *Complaints, Grievances and Appeals*). Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All PHA mailings will be made available in an accessible format, upon request, as a reasonable accommodation.

All PHA communities and programs are open to all eligible persons without regard to race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or gender identity. A reasonable accommodation will be made in policies, practices, and services, when such accommodation may be necessary to afford a disabled person equal opportunity to fully access and utilize housing programs and related services, unless such accommodation will impose an undue financial or administrative burden on the PHA, or will require a fundamental alteration in the nature of its program.

### **UNDUE HARDSHIP**

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that the accommodation meets the need presented by the disability. The accommodation must not create an undue financial and/or administrative burden. The PHA will deny the request and/or present an alternate accommodation that will still meet the need of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (e.g. waiving a family obligation). An undue financial burden is one that when considering the available resources of the agency as a whole the requested accommodation would pose a severe financial hardship on the PHA.

In determining whether an accommodation would create an undue hardship, the following guidelines will apply:

- The nature and cost of the accommodation needed
- The resources of the Agency in the provision of the reasonable accommodation; and
- The number of people currently employed at such facility, the number of families likely needing such accommodation, the effect on expenses and resources, or the likely impact on the operation of the Agency as a result of the accommodation.

## **F. Translation of Documents and Plans for Language Assistance**

It is the goal of the PHA to be accessible to all residents of Sacramento County, regardless of race, color, religion, national origin, source of income, veteran status, ancestry, familial status, sexual orientation, gender identity, or the presence of a qualified disability. Therefore, we will endeavor to provide all families the same high quality customer service no matter what language they speak. In order to serve limited English proficiency (LEP) families, the PHA implements the following activities:

- When the adult members of the family are LEP, staff will show them the *Language Identification Flashcard* created by the Census Bureau so the family can identify what language they speak. The PHA has identified members who speak Spanish, Vietnamese, Mandarin, Cantonese, Chinese, and Hmong to assist with these languages. For these and other languages, an interpreter will be called to assist the staff person in serving the family at no cost to them.
- All LEP families will be identified on the computer and in their file indicating their primary language so that appropriate resources can be identified in advance of the family's needing assistance with an appointment.
- When the number of families speaking one non-English language exceeds five percent (5%) of the eligible population, the PHA will translate "important" documents into this language. "Important" is defined as those documents addressing safety, participant rights, participant obligations, or communication regarding the loss of housing (e.g., eviction or program termination).
- When the number of families speaking one non-English language exceeds five percent (5%) of the eligible population, the PHA will actively recruit staff members who speak, read, and write this language.
- The PHA will post signs in public spaces, in languages known to be spoken by LEP families involved with the agency, informing them that help is available in their preferred language at no cost to them.
- The PHA will provide training to current and new staff on an annual basis about the resources available for LEP families and how to utilize these resources for applicants and participating families.

## **G. Family Outreach**

The PHA will publicize and disseminate information on the availability of housing assistance, and related services, for low-income families on a regular basis. When the PHA's waiting list is open, the PHA will publicize the availability, and nature of housing assistance for low-income families, in newspapers of general circulation, minority media sources, and other suitable means.

To reach persons who cannot read the newspaper, the PHA will distribute fact sheets to the broadcast media and initiate personal contacts with members of the news media and community service personnel. The PHA will also utilize public service announcements and its website to relay such information.

The PHA will communicate the status of housing availability to other service providers in the community and advise them of housing eligibility factors/guidelines to allow them to make proper referrals for housing assistance.

## **H. Privacy Rights**

All adult applicants and participants are required to sign HUD form 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.

The PHA's policy regarding release of information is in accordance with state and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential". The personal information in this folder must not be released except on an "as needed" basis in cases where a reasonable accommodation request is under consideration. Designated staff must approve all requests for access and granting of accommodations based on this information.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location accessible by authorized staff only.

PHA staff will not discuss family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether he/she has relatives living in public housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

The staff person who is utilizing a file is responsible for its security. Files will never be left unattended in common areas.

## **I. Posting of Required Information**

The PHA will maintain posted notices in a conspicuous area of each Area Management Office lobby that specifies where the following documents are located:

- Statement of policies and procedures governing ACOP or a notice of where the policy is available
- A notice of where the PHA 5-Year Plan and PHA Annual Plans are available
- Information on application process
- Directory of the PHA's housing sites including names, address of offices, and office hours at each facility
- Income limits for admission
- Current schedule of routine maintenance charges
- A copy of the lease

- The PHA's grievance procedures
- A Fair Housing poster
- An Equal Opportunity in Employment poster
- Current resident notices
- Required public notices.

Site developments with Community Rooms and no site office will maintain a bulletin board in a conspicuous place which will contain:

- Resident selection policies [24 CFR §§ 960.202 and 960.203]
- Information on application process
- Income limits for admission
- Current schedule of maintenance charges
- Copy of lease
- PHA's grievance procedures
- Fair Housing poster
- Equal Opportunity in Employment poster
- Current resident notices.

**J. *Public Housing Management Assessment System (PHAS) Objectives***

The PHA operates its Public Housing program with efficiency and can demonstrate to HUD or independent auditors that the PHA is using its resources in a manner that reflects its commitment to quality and service. The PHA policies and practices are consistent with the Public Housing Assessment System (PHAS) outlined in 24 CFR Parts 901 and 902. The PHA continuously assesses its program and strives to make improvements.

The PHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. The PHA intends to diligently manage its current program operations and continuously makes efforts to be in full compliance with PHAS. The policies and procedures of this program are established so the standards set forth by PHAS are demonstrated and can be objectively reviewed by an Auditor whose purpose it is to evaluate performance.

PHAS is the system HUD uses to assess the PHA's performance in managing its low rent public housing programs. PHAS uses a 100 point scoring system based on the following indicators:

- |  |           |
|--|-----------|
| • PASS (Physical Assessment subsystem)   | 40 points |
| • FASS (Financial Assessment subsystem)  | 25 points |
| • MASS (Management Assessment subsystem) | 25 points |
| • CFP (Capital Fund Program)             | 10 points |

An explanation of each indicator is listed below:

PASS includes the physical condition of:

- Housing communities/units.
- Building exteriors.
- Building systems.
- Common areas.

FASS includes financial data:

- As reported by SHRA Finance

MASS includes the management of:

- Occupancy and Vacancy rates.
- Accounts Receivables processed in a timely manner.
- Accounts Payables processed in a timely manner.

CFP

- Ensuring funds for Capital projects are encumbered timely and as projected.

### ***K. Disclaimer***

The PHA will consider mitigating circumstances in the application of all rules and actions contained in this document. Giving serious consideration to mitigating circumstances may or may not be sufficient to change an outcome or decision. All PHA staff involved in the management and administration of the Public Housing program will weigh any mitigating circumstances in the application of the rules and provisions contained herein.

## **Chapter 2: ELIGIBILITY FOR ADMISSION**

### **INTRODUCTION**

This chapter defines HUD's and the PHA's criteria for admission and denial of admission to the program. The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate applicants. The PHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, as needed, and to receive an explanation of the basis for any decision made by the PHA pertaining to their eligibility.

### **A. *Factors Affecting Admission***

The family's initial eligibility for Conventional Public Housing will be made in accordance with the eligibility factors which will be verified before the family is admitted to the program. The PHA only accepts applications from families whose head or spouse is at least eighteen (18) years of age or an emancipated minor under state law. To be eligible for participation an applicant must meet HUD's criteria as well as any permissible additional criteria established by the PHA.

### **HUD QUALIFICATION FACTORS**

An applicant is qualified when they meet the following criteria:

- Are a "family" as defined in this chapter;
- Has at least one member of the applicant family who is either a U.S. citizen or has eligible immigration status before the PHA may provide any financial assistance;
- Has an annual income at the time of admission that does not exceed the low income limit for occupancy established by HUD and posted separately in the PHA offices; and
- Provides a Social Security number for all family members, except as otherwise provided in Section D of this chapter.

In accordance with 24 CFR 982.553(a)(2), the PHA must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

The PHA will permanently deny admission to any person who has been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing in violation of any federal or state law.



## **AGENCY DISQUALIFICATION FACTORS**

The PHA will apply the following eligibility criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program when:

- The family fails to furnish declaration of citizenship or eligible immigrant status and verification where required.
- The family has any outstanding pay or unresolved debt owed to the PHA, or any other PHA, as a result of prior participation in any federal housing program. The PHA will give the family thirty (30) days to prove that they have resolved the debt. A family that has been approved for Chapter 7 bankruptcy does not owe any debt to the PHA, provided that the PHA was listed in the bankruptcy or the debt was incurred before the bankruptcy.
- The family owes any previous landlord money, as determined by a court, within the last three (3) years. (Consideration will be given to assist the family if the family is under a repayment agreement with that landlord prior to being selected from the waitlist and the payments are current or if the debt was incurred as a result of financial hardship or disability, the family has not been able to repay the landlord as a result of financial hardship or disability, or if other mitigating circumstances justify admission to the program).
- Any member of the family fails to sign and submit consent forms for obtaining information required by the PHA, including Form HUD-9886.
- Any member of the family has been evicted from federally assisted housing for a serious violation of a lease within the last three years. The PHA will consider mitigating circumstances in such cases.
- The family has violated any family obligation during a previous participation in a federally assisted housing program within the last three (3) years. The PHA will consider mitigating circumstances in such cases.
- Any member of the family has been convicted of drug-related criminal activity (see Criminal Screening Criteria below) within the last three (3) years. The PHA will consider mitigating circumstances in such cases.
- Any member of the family has been convicted of violent criminal activity (see Criminal Screening Criteria below) within the last three (3) years. The PHA will consider mitigating circumstances in such cases.
- Any member of the family has engaged in criminal activity, illegal drugs, or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of other residents.
- Admission of applicants with any current criminal charges will be delayed pending final disposition of the charges (e.g. dismissal or conviction). After final disposition of the case the applicant will be reviewed to determine whether they meet all admission criteria.
- Meets or exceeds the resident selection and suitability criteria set forth in this chapter.

Where finger printing is not an option, the PHA will ask the prospect to list all convictions that have occurred in the past three (3) years. If the prospect neglects to list a past

conviction, the PHA may elect to continue to process the prospect. If a prospect is able to be finger printed, the PHA will not ask the prospect to list any convictions.

All convictions that fall in the above categories will be reviewed through an individualized screening process where mitigating circumstances will be considered prior to proposed denial from the program.

### **CRIMINAL SCREENING CRITERIA**

The PHA may deny families for any felony convictions for the following offenses:

- Assault and battery
- use of a firearm against a person
- armed robbery
- robbery offenses with no weapon involved
- intentional homicides
- manslaughter
- kidnapping and abduction
- stalking
- arson
- burglary
- breaking and entering
- fraud, or
- possession of drugs and weapons offenses.

The PHA may deny families for any felony and misdemeanor convictions for the following charges:

- Domestic violence
- sex offenses
- manufacturing, distributing or possession of drugs with the intent to distribute, or
- driving under the influence (of alcohol/drugs).

All convictions that fall in the above categories will be reviewed through an individualized screening process in which the PHA will consider mitigating circumstances prior to proposed denial from the program.

The PHA may elect to continue to process the prospect if during the application process, they neglect to list a past conviction and the conviction is not for:

- Drug related criminal activity
- Violent criminal activity
- Criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

- Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).

Admission of applicants with any current criminal charges may be delayed pending a final court decision on the charges or other disposition of the case (e.g. by plea bargain). After the final court decision, the applicant's case will be reviewed to determine whether the applicant meets all admission criteria.

All families must meet or exceed the resident selection and suitability criteria set forth in this chapter.

The PHA will not consider any convictions that are more than three years old, provided no other criminal activity has taken place in the interim.

### ***B. Family Composition (HUD 24 CFR §5.403) Definition of "Family" at Admission***

A family is a person or a group of persons, as determined by the PHA consistent with 24 CFR §5.403, approved to reside in a unit with assistance under the program. The applicant must qualify as a family. The PHA defines a group of persons as two or more persons who intend to share residency, whose income and resources are available to meet the family's needs, and who will live together in PHA housing. Discrimination on the basis of familial status is prohibited and a group of persons may not be denied solely on the basis that they are not related to one another by blood, marriage, or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship (see Chapter 5 *Occupancy Guidelines*).

HUD defines elderly, disabled, and displaced families (see Glossary in this policy for definitions). The PHA further defines a family as:

All of the federally defined families, including elderly family, near-elderly family, disabled family, displaced family, remaining member of a resident family, and a single person and two or more persons related by blood, marriage, adoption or other operation of law, or two or more persons who are not so related but who will live together in a stable relationship and share resources.

#### **TEMPORARY ABSENCE OF CHILD**

The temporary absence of a child from the home due to placement in foster care is defined as a period of time that is anticipated to be less than six (6) months from the time the family is determined eligible for admission to the program. The child who is temporarily absent from the home due to placement in foster care shall be considered part of the family in determining the family composition and unit size. All temporary absences will be verified through the appropriate agencies. Any child absent for a period exceeding six (6)

months will be considered permanently absent from the home. The child may be added to the family composition when the PHA receives documentation from the court or social services agency that the child has been returned to the home.

### **OCCUPANCY BY POLICE OFFICERS**

In order to provide an increased sense of security for public housing residents, the PHA may allow public housing units to be occupied by police officers. Police officers are not required to be income eligible to qualify for admission to the PHA's public housing program.

### **HEAD OF HOUSEHOLD**

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under state or local law.

Emancipated minors who qualify under state law will be recognized as head of household if there is a court order recognizing them as an emancipated minor. Persons who are married are legally recognized as adults under state law.

### **SPOUSE/PARTNER OF HEAD**

There may only be one spouse/partner in the household. (see the Glossary for the definition of spouse/partner).

### **Co-head**

A co-head is an individual in the household who is equally responsible for the lease with the head of household. A head of household may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

When a prospect lists a co-head on the application, at the time of the application process, the PHA will ask the prospect to define the relationship with the co-head. If the co-head is a spouse/partner, the co-head will be treated the same as a spouse/partner and will not be counted in the bedroom size. If they are anything other than in a spousal relationship, staff will include the co-head in the rest of the bedroom size calculation.

### **Student Eligibility**

Students who meet any of the following may qualify for housing assistance, provided that they meet all other eligibility requirements:

- The individual is twenty four (24) years of age or older by December 31st of the award year;
- The individual has legal dependents other than a spouse;

- The individual is a graduate or professional student;
- The individual is a veteran as defined in the Glossary;
- The individual is married;
- The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was thirteen (13) years of age or older;
- The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence;
- Is otherwise individually eligible, or has parents who, individually or jointly, are eligible on the basis of income to receive assistance;
- The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in the McKinney-Vento Homeless Assistance Act) at (42 United States Code (USC) §11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by— (i) a local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act; (ii) the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; (iii) the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or (iv) a financial aid administrator; and
- The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

Independent status must be verified by:

- Reviewing and verifying previous address information to determine evidence of a separate household or verifying the student meets the U.S. Department of Education's definition of "independent student";
- Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of "independent student"; and
- Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income.

### **Live-In Aides**

A household may include a live-in aide provided that such live-in aide:

- Is determined by the PHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities;
- Is not obligated to support the person(s) (e.g. parent or legal guardian);
- Would not be living in the unit except to provide care for the person(s);
- Is not considered to be an assisted family member and has no rights or benefits under the program;
- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
- May not be a spouse/partner or co-head;
- Must not be in a spousal relationship with any member of the household;
- Must be at least 18 years old, unless they are an emancipated minor, and
- Is approved by the PHA after normal screening criteria.

### Other Live-In Aides Considerations

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides are not considered a “remaining member” of the resident family and have no rights to the unit. For example, if the head of household is the only other family member and he or she dies, the live-in aide will not “inherit” the unit and will have no rights to the unit or to other assistance from the PHA. Live-in aides may remain in the unit for up to 30 days provided that they are in compliance with the lease as per the Live-in Aide Occupancy Agreement.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit, provided that doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A live-in aide may only reside in the unit with the approval of the PHA (the PHA approval will be conducted through the Reasonable Accommodation Committee [RAC]) after normal criminal background screening criteria is met. Written verification certifying that a live-in aide is needed for the care of the family member who is elderly, near-elderly or disabled will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker.

After a Reasonable Accommodation (RA) request for a live-in aide is approved by the RAC, a letter will be sent an approval letter. The letter will inform the family that they must submit a written request to add a live-in aide within one hundred twenty (120) days of the approval letter. If the family fails to request to add the live-in aide during this one hundred twenty (120) day time period, the request will become void. If the family still requires the accommodation of a live-in aide, they must restart the process by submitting a new RA request for a live-in aide.

The PHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. If the live-in aide or their family members participate in drug-related or criminal activity, the PHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

The PHA has the right to disapprove a request for a live-in aide based on the "Other Criteria for Admission" described in this chapter.

A live-in aide who is an applicant to the conventional housing program may not be approved for their own conventional housing unit while maintaining a bedroom in the conventional or Housing Choice Voucher (HCV) housing unit of another resident. Once an applicant who is residing as a live-in aide with an existing conventional or HCV housing resident receives their own low income or subsidized housing, he or she must immediately be removed from the residence of the existing conventional or HCV housing program participant.

A person who is or will receive housing assistance as a primary participant or family member will not be approved as a live-in aide.

### **Split Households Prior to Being Housed**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation and the new families both claim placement on the waiting list, the PHA will place both families on the appropriate sized wait list based on the split family composition, the date they applied, and any preferences for which they are eligible. Duplicate applications including applications from a segment of an applicant household will not be accepted.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation they may be denied placement on the waiting list for failure to supply information requested by the PHA.

### **MULTIPLE FAMILIES IN THE SAME HOUSEHOLD**

When applicant families consist of two families living together (such as a mother and father and a daughter with her own husband or children) and they apply as a family unit they will be treated as a family unit.

### **Applicants with Minor Children and only one Parent in the Household:**

An applicant household who wishes to include a child or children must provide documentation proving they have majority (more than fifty percent [50%]) or full legal custody or guardianship of the child(ren). Documentation may include, but is not limited to :

- A court-ordered guardianship;
- A notice from the county welfare department verifying that the child is in the home of the applicant;
- A letter from each school-aged child's school verifying the address at which the child is registered and the identity of the person who is listed is the legal guardian;
- A notarized letter from the missing parent of the child stating the applicant has been granted custody of the child; or
- Other verifiable documents which establish the child as a member of the household.

Mitigating circumstances will be considered in situations where majority legal custody or guardianship of children may not be clear (e.g. cases in which there is no custody order granting one parent more than fifty percent [50%] legal and physical custody).

### **JOINT CUSTODY OF CHILDREN**

Children who are subject to an equal joint legal and physical custody order or agreement, but who live with one parent at least fifty-one percent (51%) of the time will be considered members of that household. Fifty-one percent (51%) of the time is defined as one hundred eighty three (183) days of the year, and do not have to run consecutively.

### **APPLICANTS WITH NON-BIOLOGICAL MINOR CHILDREN:**

An applicant who wishes to include non-biological child(ren) must provide documentation that he or she is authorized to act as a legal guardian to the child or children. Appropriate documentation of legal guardianship may include:

- A court-ordered guardianship order (letters of guardianship issued by the court);
- A notice from the county welfare department verifying the child resides with the applicant and the applicant has care, custody and control of the child(ren);
- A letter of placement from a foster care or adoption agency;
- A notarized letter from the absent parent of the child stating the applicant has been granted custody/guardianship of the child;
- A letter from each school-aged child's school verifying the address at which the child is registered as well as the identity of the person who is listed as the legal guardian of the child; or
- Other verifiable documents which establish the child as a member of the household.

If PHA receives contradictory information or documentation related to the custody of the child(ren), PHA may refuse to add the child(ren) until it receives conclusive evidence of majority legal guardianship or custody. Documentation may include letters of guardianship from the courts or a letter from an agency known to provide such verification, such as the Department of Human Assistance (DHA).



### **C. Income Limitations**

Only low-income families are eligible for admission to a PHA's public housing program. HUD establishes income limits annually (by family size) for the area in which the PHA is located. Those considered low-income have income that is eighty percent (80%) or below the median income for that area. Annual income is compared to the income limit and is applied only at admission as a test for eligibility. Once admitted, a family is no longer subject to initial income limit requirements in order to retain eligibility or for unit transfers.

HUD also publishes over-income limits annually, but these are not used at admission. Over-income limits are discussed in Chapter 12 – *Lease Terminations*.

### **D. Social Security Numbers**

All applicants and persons who are later added to the household are required to disclose their Social Security Number (SSN), with the exception of the following individuals:

- Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
- A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.
- A family that consists of two or more household members and at least one household member that has eligible immigration status is classified as a mixed family and is eligible for prorated assistance in accordance with 24 CFR 5.520. The PHA may not deny assistance to mixed families due to nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.
- Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid (PHAs may confirm HUD's validation of the participant's SSN by viewing the household's Summary Report or the Identity Verification Report in the EIV system).
- Existing program participants as of January 31, 2010, who are sixty-two (62) years of age or older and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

### **SSN DOCUMENTATION**

Acceptable evidence of the SSN consists of:

- An original SSN card issued by Social Security Administration (SSA);

- An original SSA-issued document, which contains the name and SSN of the individual; or
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

### **INDIVIDUALS WITHOUT AN ASSIGNED SSN**

Some individuals do not have a SSA-assigned SSN. Below is a listing of such individuals, which is not all-inclusive:

- Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth);
- Non-citizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA confirmation of the individual's Department of Homeland Security (DHS) documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance benefits that they already have qualified for);
- Non-citizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN).

The PHA will require citizens and lawfully present non-citizens who state that they have not been assigned a SSN by the SSA to sign a written declaration of such a status under the penalty of perjury to the PHA. The PHA should maintain the declaration in the resident file.

The PHA will use the Alternate ID (ALT ID) generator within the Public and Indian Housing information Center (PIC) to generate a unique identifier for those individuals who do not have or are unable to disclose a SSN.

Once an individual discloses a SSN, the PHA will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within thirty (30 calendar days of receipt of the SSN).

### **REJECTION OF SOCIAL SECURITY NUMBER DOCUMENTATION**

The PHA may reject documentation of the SSN provided by the applicant or participant for the following reasons only:

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

The PHA will explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to the PHA within a specified time frame.

### **ADDITION OF A NEW HOUSEHOLD MEMBER**

When a participant requests to add a new household member to the family who is six (6) years of age or under and has an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in item 6 of this notice at the time of such request or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN the PHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member who is under the age of six (6) and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in Section 6 of this Notice within ninety (90) calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within ninety (90) calendar days the PHA will grant the family an additional ninety (90)-day period to comply with the SSN disclosure and documentation requirement if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The PHA should generate an ALT ID as referenced in Section 9 of this Notice. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the entire family's assistance, tenancy, or both.

If a minor under the age of six (6) years is part of the applicant's household and is missing their Social Security number, the applicant may become a participant, so long as the Social Security number is received within ninety (90) days.

If SHRA determines at its discretion that the applicant family could not supply the Social Security documentation through no fault of their own, they may grant the applicant family an additional ninety (90) days to provide this documentation. If the family fails to supply the required documentation at the end of the given time frame (ninety [90] or one hundred eighty [180] days), the applicant or participant family will be removed from the program and offered an informal review if they are still an applicant family, or the applicable due process if they are a participant family.

## **PENALTIES FOR FAILURE TO DISCLOSE AND/OR PROVIDE DOCUMENTATION OF THE SSN**

The following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

- a. Applicants: The PHA must deny the eligibility of an applicant if he/she (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN.

Applicants to the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals, under 24 CFR 882 may be admitted to the program without providing the requested documentation (prior or at admission); however, the individual must provide the PHA with such documentation within ninety (90) calendar days from the date of admission. The PHA may grant the individual one (1) ninety (90)-day extension, at its discretion, if it determines that the individual's failure to comply with the SSN documentation requirement was due to unforeseen circumstances outside the control of the family. If upon the expiration of the time period allowed, the individual fails to comply with the SSN disclosure and documentation requirements the PHA must terminate the individual's tenancy, or assistance, or both.

- b. Participants: The PHA will terminate the assistance of the entire household if each member of the household required to disclose their SSN does not disclose their SSN nor provide the required documentation.

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

1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide documentation of the SSN by the deadline.

If the family is unable to comply with the requirements by the specified deadline the PHA must terminate the housing assistance of the entire family.

## ***E. Citizenship/Eligible Immigration Status***

In order to receive assistance, a family member must be either a U.S. citizen or an eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories specified by HUD. For the citizenship/eligible immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

### **MIXED FAMILIES**

A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed families". Such applicant families will be given notice that their income-based assistance will be prorated and that they may request a hearing if they contest this determination (see Chapter 6 - Proration of Assistance for "Mixed" Families). If such a family chooses flat rent, the flat rent will not be prorated if it is greater than the Public Housing Maximum Rent. If the Public Housing Maximum Rent is greater than the flat rent and the family chooses flat rent, then the family's maximum subsidy will be calculated and prorated.

### **NON-ELIGIBLE MEMBERS**

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an Informal hearing.

### **NON-CITIZEN STUDENTS**

Non-citizen students, as defined by HUD in the non-citizen regulations, are not eligible for assistance even if they marry an eligible individual.

### **VERIFICATION OF STATUS BEFORE ADMISSION**

The PHA will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

Assistance to a family may not be delayed, denied, or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both Immigration and Naturalization Services (INS) and PHA procedures, except for a pending PHA hearing.

## ***F. Other Criteria for Admission***

In developing its admission policies, the aim of the PHA is to attain a resident population comprised of families with a broad range of incomes whose habits and practices will not be a detriment to other residents, and/or the surrounding community. Therefore, it is the policy of the PHA to deny admission to applicants whose present or past habits and

practices may reasonably be expected to increase the likelihood of interference with other residents' right to peaceful enjoyment of the premises or may have an adverse effect on the health, safety and welfare of other residents.

All applicants will be screened in accordance with HUD's regulations and the PHA's Applicant Screening process. The regulations require an assessment of the behavior of each applicant with respect to the essential obligations of tenancy as expressed in the PHA's lease as summarized below.

In compliance with the Violence Against Women Act (VAWA), no applicant for the public housing program who has been a victim of domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program if they are otherwise qualified. SHRA will provide all applicants and participants information about their rights under VAWA in the application.

All applicants must demonstrate through an assessment of current and past behavior the ability:

- To pay rent and other charges as required by the lease in a timely manner;
- To care for and avoid damaging the unit and common areas;
- To use facilities, appliances, and equipment in a reasonable way;
- To refrain from creating health or safety hazards and to report maintenance needs in a timely manner;
- To refrain from interfering with the rights of other residents to quiet and peaceful enjoyment of the property, and to avoid damaging others' property;
- To prevent guests and visitors under the applicant's control from engaging in any activity that could or does threaten the health, safety, or right to peaceful enjoyment of other residents or staff;
- To refrain from engaging in criminal activity or alcohol abuse that could or does threaten the health, safety, or right to peaceful enjoyment of other residents or staff, and to avoid engaging in any drug-related or violent criminal activity on or off the PHA premises;
- To comply with the rules and program requirements of HUD and the PHA; and
- To comply with local health and safety codes.

An applicant must be in good standing with all other federal housing programs in which he or she previously participated. If a debt is owed to another PHA as a result of participation in any other Federal Housing programs the applicant may be denied assistance. The PHA receives information about applicants' history with other federal programs from the Enterprise Income Verification (EIV) system. If an applicant's participation has been terminated as a result of any violation of a family obligation, they may be denied assistance. If a family incurred a debt to a previous federal housing program, the PHA will deny assistance until the family proves that they are in good standing with that program (e.g. that there is a repayment plan in place with the former PHA and that the family is in compliance with the agreement). Outstanding debt and

termination information will be maintained in EIV for a period of up to ten (10) years from the end of the program participation date.

The head of household, spouse, or co-head is responsible for the entire debt(s) owed to other PHA(s). Children of the head of household, spouse, or co-head who incurred a debt to a PHA will not be held responsible for the previous debt unless they resided in the unit as an adult during the time period the debt was incurred. Debt as a result of unreported income is also due and payable only by the party who did not report the income.

The PHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Interview responses will be subject to third-party verification.

Applicants must be able to demonstrate their ability and willingness to comply with the terms of the lease, either with or without assistance at the time of admission to the program. The availability of assistance is subject to verification by the PHA.

The PHA does not permit a parent or legal guardian to co-sign a lease on behalf of an applicant's family if the head of household is under eighteen (18) and under state/local law, does not have the legal capacity to enter into a legally binding contract.

As a part of the final eligibility determination the PHA will screen each applicant household to assess their suitability as renters. The PHA shall rely upon sources of information which may include, but are not be limited to:

- PHA and HUD records;
- Personal interviews with the applicant or resident;
- Credit checks and unlawful detainer reports;
- Interviews with current and previous landlords, employers, family, social workers, clinics, physicians, parole officers, or law enforcement (e.g. the police or sherriff's department);
- Criminal and court records; or
- Home visits.

Home visits may be conducted at the current residence of all applicants, as the PHA deems necessary, whenever there is the potential for instability, unfavorable landlord feedback, or lack of prior landlord history. Applicants will have at least two working days advance written notice of home visits. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant are likely to negatively impact the health, safety, or welfare of other residents or interfere with other residents' quiet use and enjoyment of the property.

The PHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially with respect to rent and utilities.
- Eviction or a record of disturbance of neighbors sufficient to warrant the involvement of law enforcement, destruction of property, or living or housekeeping habits at current or prior residences which may adversely affect the health, safety, or welfare of other residents or neighbors.
- History or pattern of repeated acts of criminal activity on the part of any applicant family member, including violent or drug-related criminal activity.
- History or pattern of repeated acts of violence on the part of an individual or a pattern of conduct constituting a danger or interfering with the peaceful occupancy of neighbors.
- History of initiating threats or behavior indicating intent to assault employees or other residents.
- History or pattern of repeated acts of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the property by other resident; or
- Violations of any family obligations under the rules of any Public Housing Authority.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the PHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
- Adversely affect the physical environment or financial stability of the project.
- Violate the terms and conditions of the lease; and
- Require services from PHA staff that would alter the fundamental nature of the PHA's program.

## **RENT PAYING HABITS**

The PHA will examine any records from a prior tenancy and will request written references from the applicant's current landlord and may request written references from former landlords.

Based upon these verifications, the PHA will determine whether the applicant was chronically late with rent payments, was evicted at any time for nonpayment of rent, or had other legal actions initiated against him/her for debts owed to other PHAs. Any of



these circumstances may be grounds for an ineligibility determination, however, the PHA, will take into account mitigating circumstances in making such determination.

The PHA will not deny admission an applicant solely because they were late with rent payments, fell behind on rent, or were evicted for nonpayment of rent due to the impacts of COVID-19.

### **SCREENING APPLICANTS WHO CLAIM MITIGATING CIRCUMSTANCES**

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior which when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the previous unsuitable rental history and behavior is no longer in effect or is under control and the applicant's prospect for lease compliance is an acceptable one.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the PHA's screening assessment of the applicant, any mitigating circumstances the applicant asserts in his or her case must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition, or course of treatment, the PHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstances. The PHA will also have the right to request further information as reasonably needed to verify the claimed mitigating circumstances. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify the need for a reasonable accommodation.

#### **Examples of Mitigating Circumstances**

- Evidence of successful rehabilitation;
- Evidence of the applicant family's participation in and completion of social services or other appropriate counseling services approved by the PHA; or
- Evidence of successful and sustained modification of previous disqualifying behavior.

The PHA's consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission.

### **Consideration of Rehabilitation**

When making determinations concerning applicant eligibility, the PHA may consider whether the applicant household member in question can demonstrate that:

- They have successfully completed a supervised drug or alcohol rehabilitation program, are no longer engaging in illegal use of a controlled substance or abuse of alcohol, and have been “clean and sober” for a period of no less than twelve (12) months; or
- The PHA may make inquiries to a drug abuse treatment facility that are solely related to whether the applicant household member in question is currently engaging in the illegal use of a controlled substance in cases where:
  - The Authority receives information from the criminal record of the applicant that indicates evidence of a prior conviction for such offense; or
  - The Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with another resident’s right to peaceful use and enjoyment of the premises.

Persons previously evicted from public housing for drug-related or violent criminal activity must provide the PHA with verifiable evidence that the circumstances leading to the eviction no longer exist.

### **Documenting Findings**

An authorized representative of the PHA shall document any pertinent information received relative to the following:

- Criminal Activity includes the activities listed in the definition of criminal activity in this chapter.
- Pattern of Criminal Activity includes evidence of repeated criminal activities on the part of an individual, or a pattern of conduct, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Pattern of Violent Behavior includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.
- Pattern of Drug Use includes a determination by the PHA that the applicant has exhibited repeated acts of illegal use of a controlled substance, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Drug Related Criminal Activity includes a determination by the PHA that the applicant has been involved in the illegal manufacture, sale, distribution, use, or possession of a controlled substance
- Pattern of Alcohol Abuse includes a determination by the PHA that the applicant's repeated abuse of alcohol could interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Initiating threats or behaving in a manner which indicates intent to assault employees or other residents.

- Abandonment of a public housing unit without providing notice to PHA officials (to allow staff to secure the unit and protect its property against vandalism or other damage).
- Non-Payment of Rightful Obligations including rent and/or utilities and other charges owed to the PHA or any other PHA or housing provider.
- Falsifying an Application for Leasing including verbalizing or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false or misleading statements or factual omissions.
- Record of disturbances of neighbors, destruction of property or other disruptive or dangerous behavior consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility. This includes behavior which damages the equipment or premises in which the applicant resides, or which is seriously disturbing to neighbors or disrupts family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Furthermore, it includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, that have resulted in the repeated disturbance of neighbors.
- Unsanitary or Hazardous Housekeeping includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials. It also includes serious damages to property, fixtures, or equipment. When it is determined that the family is responsible for conditions that may affect neighbors by causing vermin infestation and/or foul odors or depositing garbage in halls or other neglect of the premises, this may also be cause for denial. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.
- Whether the applicant or resident is capable of maintaining the responsibilities of tenancy. In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in aide may also be considered in making this determination.

If the PHA receives unfavorable information about an applicant the PHA will consider the timing, nature, and extent of the applicant's conduct. The PHA will also consider factors indicating a reasonable probability of favorable future conduct or financial prospects.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reasons for the denial. The PHA will provide applicants the opportunity to request an informal review of the denial (see Chapter 13 - *Complaints, Grievances, and Appeals*).

## **G. Denial of Admission for Drug Related and/or Other Criminal Activity**

### **PURPOSE**

Federally assisted housing is intended to provide a place for residents to live and raise families, not a place to commit crime, to use or sell drugs or to threaten, intimidate, harm, or terrorize neighbors. It is the intent of the Housing Authority of the County of Sacramento to fully endorse and implement a policy designed to help create and maintain a safe, crime- and drug-free community and protect program participants against threats to their personal and family safety.

### **ADMINISTRATION**

All screening procedures shall be administered fairly and will not discriminate on the basis of race, color, nationality, religion, sex, familial status, disability, sexual orientation, gender identity or other legally protected groups, or violate applicants' privacy rights.

To the maximum extent possible the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be posted on the bulletin boards of the PHA's area management offices and copies will be available to applicants and residents upon request.

### **Screening for Drug Abuse and Other Criminal Activity**

In an effort to prevent drug, violence related, or other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety, or the right to peaceful enjoyment of the premises by other residents, the PHA will endeavor to screen applicants thoroughly and fairly. The PHA may consider relevant and mitigating circumstances in screening applicants.

#### **Examples of Mitigating Circumstances**

- Evidence of successful rehabilitation;
- Evidence of the applicant family's participation in and completion of social services or other appropriate counseling services approved by the PHA; or
- Evidence of successful and sustained modification of previous disqualifying behavior.

Obtaining summary criminal history information for the purpose of screening a prospective participant/applicant includes evaluating:

- Any information about applicants' criminal convictions within the last three years, and any information regarding a pattern or repeated acts of criminal or drug-related activity that within the last three years.

- Any felony offense involving criminal activity related to controlled substances within the last three years (reference California Penal Code § 11105.03).
- In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or the likelihood of favorable conduct in the future (which could be supported by evidence of rehabilitation).

### **SECURITY AND CRIMINAL BACKGROUND CHECK**

The PHA will verify any involvement in criminal activity on the part of any applicant family or household member who intends to reside in the PHA leased premises:

- Applicants will be advised at the time of intake and at the start of the screening interview that criminal behavior will jeopardize admission to a PHA program. Criminal activity that occurs while an applicant's family is on the PHA's waiting list may result in the PHA's decision to reject an applicant family.
- Involvement in criminal activity by any member of an applicant family or household member that would adversely affect the health, safety, or welfare of other residents will be verified using information from the criminal records system of the City of Sacramento, the State of California, and the federal National Crime Information Center (the "NCIC"). The PHA will also examine criminal histories provided by other States or municipalities, court records, and other evidence that might document any criminal activity. In addition, the current and former landlords and housing providers will be asked to indicate problems during the applicant's tenancy. The Authority will review police reports for any criminal activity during the three-year period prior to consideration for admission.
- The PHA will use a third party service to check criminal history.
- The PHA will use the criminal records system of the City and County of Sacramento, the State of California, the NCIC, Department of Justice (DOJ), and other states and/or municipalities to check all applicants for any evidence of:
  - (1) Any and all information relative to any criminal convictions within the past three (3) years;
  - (2) Any and all information relative to any criminal charges that are currently pending before the court of the State of California or any jurisdiction, including the federal courts;
  - (3) . In accordance with 24 CFR 982.553(a)(2), the PHA must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

- The criminal records system will be used to assess the applicant's past behavior - especially the commission of violent crimes, drug related criminal activity of any kind, disturbance of neighbors, or destruction of property.
- Without substantial evidence of mitigating circumstances (including serving jail time and rehabilitation) the PHA may not admit persons engaging in any criminal activity in violation of state and/or federal law.
- In applying the above provisions, the PHA will consider the nature of the offense and any mandatory penalties in accordance with state and federal law, as well as any mitigating circumstances.

### **Standard for Violation**

The PHA will deny admission to the program to applicants for three years from the date of an eviction if a household member has been evicted from public housing for drug-related criminal activity. However, the PHA may admit the household if the PHA determines:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA and has met the rehabilitation standard set forth in this policy;
- The circumstances leading to eviction no longer exist; or
- There are other mitigating circumstances.

The PHA will deny admission to the program to applicants for three (3) years from the date of conviction, or, if the applicant has been incarcerated for one year or more, one year from the date the applicant is released from incarceration, based on drug-related and other criminal activity that may pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents.

The PHA will deny participation in the program to applicants where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity.

The PHA will deny participation in the program to applicants if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern or repeated acts of alcohol abuse.

The PHA will consider alcohol abuse to be a pattern if there is more than one incident during the previous eighteen (18) months.

In evaluating evidence or a pattern of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it might affect other residents and/or the likelihood of favorable conduct in the future which could be supported by evidence of the applicant's rehabilitation.

No family member may have engaged in or threatened abusive or violent behavior toward PHA personnel at any time.

The PHA must deny admission to any applicant who has a family member using medical marijuana even if a State of California medical marijuana card and/or prescription is issued to that person (See HUD legal opinion dated January 20, 2011, “Medical Use of Marijuana and Reasonable Accommodation in Federal Public and Assisted Housing”).

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three years.

The PHA will consider mitigating circumstances in evaluating these cases.

### **Evidence**

Evidence of an arrest alone is not a sufficient basis to deny an applicant; however, the evidence supporting the arrest, including without limitation police reports or witness statements, may form a sufficient basis to deny an applicant.

The PHA must have credible evidence of the violation. Credible evidence may be obtained from the following:

- Police and/or court records
- Reports from criminal reporting sites such as the National Credit Reporting Agency
- Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence
- Documentation of drug raids or arrest warrants
- Evidence gathered by PHA inspectors and/or investigators; and
- Proof of a criminal conviction (see Criminal Screening Criteria).

The PHA may pursue fact-finding efforts as needed to obtain credible evidence.

### **Confidentiality of Criminal Records**

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished or in accordance with HUD regulation.

If the family is determined eligible for initial or continued assistance, the PHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination. If the family's assistance is denied or terminated the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and issuance of a final decision.

The PHA will document in the family's file that the family was denied admission or the family's tenancy was terminated due to findings in the Criminal History Report.

### **Disclosure of Criminal Records to Family (24 CFR §960.204(c))**

Before the PHA takes any adverse action based on a criminal conviction record, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon written request and providing picture ID to ensure that the PHA is maintaining the security of the personal information of the subject of record. The PHA will not mail criminal records to any address as it is a security risk. The applicant will be provided an opportunity to dispute the accuracy and relevance of criminal records.

### **Recommendation of Admission or Rejection**

Recommendation for admission or denial of admission will be based on the aforementioned criteria in this section.

### **Supervisory Review and Hearings**

If information is revealed that would cause the PHA to deny admission to the applicant and the applicant disputes the information he or she will be given an opportunity for an informal review (or an informal hearing if the individual is a program participant) according to the PHA's hearing procedures outlined in Chapter 13 – Complaints, Grievances and Appeals. The applicant must request the informal review no later than ten (10) days following receipt of the notification of denial of admission.

Difficult or complex cases may be referred to the Eligibility Supervisor for further review and determination.

If after pulling a family from the waitlist, the preference verification indicates that the applicant does not qualify for the preference (e.g. disability, veteran status, etc.), the applicant will be returned to the waiting list without the local preference and will be notified in writing of the determination.

If the applicant is associated with more than one subsidized unit (e.g. he or she is already a household member in a public housing unit), the PHA will request that he or she complete an affidavit, signed under penalty of perjury, stating that the individual understands he or she cannot be a household member of two subsidized units at the same time and acknowledging that the applicant must relinquish his or her current public housing unit or subsidy in order to participate in the new program.



## **Chapter 3: APPLYING FOR ADMISSION**

### **INTRODUCTION**

The policy of the PHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This chapter describes the policies and procedures for completing an initial pre-application or an application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the PHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Pre-applicants will be placed on the waiting list in accordance with this policy.

### **APPLICATION PROCESS**

The pre-application process is as follows:

- The pre-application will be recorded by date and time received.
- The “initial” or pre-application is used to determine the family’s placement on the waiting list (applications submitted during a wait list opening, for which a lottery selection system has been used, will be maintained and pulled from the waitlist through a computerized random selection process).
- During the pre-application phase, the family is referred to as a pre-applicant.
- Once a family responds to the initial letter, they are considered an applicant.
- The “final determination of eligibility for admission” (referred to as the full application) takes place when the family reaches the top of the waiting list. At this time the PHA ensures that verification of all HUD and PHA eligibility factors is current, in order to determine the family’s eligibility for an offer of a suitable unit.

### ***A. Overview of Pre-Application Process***

#### **PRE-APPLICATION**

Families who wish to apply for any of the PHA’s programs must complete a preliminary application (pre-application) when the waiting list is open. The information is to be completed by the pre-applicant whenever possible. To provide specific accommodation for persons with disabilities a staff member may complete the information over the telephone. The pre-application form may also be mailed to the applicant in an accessible format, if requested.

Pre-applications will not require interviews. Information on the pre-application will not be verified until the pre-applicant has been selected for a final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

The purpose of the pre-application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. Pre-applications will be accepted online only for all waiting lists. The pre-application does not preliminarily determine eligibility, only placement on the waitlist.

### **APPLICANT STATUS WHILE ON WAITING LIST**

Applicants and pre-applicants are required to inform the PHA in writing or electronically through the PHA applicant portal within thirty (30) days of changes in family composition, income, and address, as well as any changes in their preference status. Pre-applicants are also required to respond to requests from the PHA to update information on their application or to determine their continued interest in assistance. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list (See Chapter 13 - Complaints, Grievances and Appeals).

### **STATUS OF THE WAITING LISTS**

The PHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The waiting list shall be open for a period of time sufficient to include enough applicants to cover projected turnover and new allocations over the next twenty-four (24) months, or at its discretion, the PHA may leave the waiting lists open indefinitely.

The PHA will update the waiting list periodically by removing the names of those families who are no longer interested in public housing or cannot be reached by mail. At the time of initial intake the PHA will advise families of their responsibility to notify the PHA when changes in family composition, income, mailing address, telephone numbers and/or other changes occur.

When the PHA opens the wait list, the PHA will provide public notice of this by advertising in the following (and the PHA must announce the opening and closing dates of the waitlist.):

- Local, minority, and non-English language newspapers/publications
- Media entities
- City and County offices, and
- Local community service providers

The notice will contain:

- The dates, times, and the locations where families may obtain an application or how to sign up online;
- The programs for which applications will be taken; and
- A brief description of the program limitations, if any, on who may apply.

The notices will be made in an accessible format, if requested. They will provide potential pre-applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon the request from a person with a disability, additional time to submit the application past the stated deadline will be provided as a reasonable accommodation.

The PHA may stop the acceptance of applications if there are enough applicants to fill anticipated openings for the next twenty-four (24) months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws. The PHA will give at least thirty (30) calendar days' notice prior to closing the list. When the period for accepting applications is over the PHA will add the pre-applicants to the list by separating the pre-applicants into groups based on bedroom size, unit type, preferences and date, and time of application. The PHA will announce the closing of the waiting list by public notice as previously described.

The PHA utilizes Site Based waitlists. These waitlists are designed to assist prospects on only one given site, one given area or a given age designation such as an elderly waitlist. Site Based waitlists can be opened or closed at any time. The PHA will announce the closing of the wait list by posting the closing date on [www.sacwaitlist.com](http://www.sacwaitlist.com). When the period for accepting pre-applications is over, the PHA will not accept additional pre-applications or maintain a list of those who wish to be notified when the wait list is open as this would be administratively burdensome to the PHA.

## ***B. Completion of a Full Application***

When the PHA is ready to select pre-applicants from the waiting list the PHA will send the pre-applicant a letter requesting various authorizations for the release of information to complete a criminal, credit, eviction and rental history screening of all adults who will reside in the unit. The PHA may also send additional documents to complete a prescreening prior to sending a full application. Pre-applicants will be required to complete a full application in their own handwriting, unless assistance is needed, or a person with a disability makes a request for an accommodation. Applicants will then be interviewed by PHA staff to review the information on the full application form. Applicants may verify their disability status under the Social Security Administrative (SSA) Act, Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act and related laws and amendments, the Americans with Disabilities Act (ADA), and make requests for reasonable accommodations at this time.

The qualification for preference(s) must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current (not past) status (e.g. where an individual was homeless at the time he or she applied for the waiting list, but no longer qualifies for this preference because he or she is not homeless at the time of verification of the homeless preference).

#### **REQUIREMENT TO ATTEND INTERVIEW**

If the pre-applicant fails to respond to the initial letter within twenty (20) days or does not appear for a pre-scheduled interview/orientation the PHA will send the pre-applicant a withdrawal notice. (A family applying is not considered an applicant until they respond to the initial letter.) The PHA will consider mitigating circumstances prior to the withdrawal action. The PHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information, provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs which may be available.

All adult members are required to attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship, on a case-by-case basis.

If the head of household cannot attend the interview due to a disability a reasonable accommodation may be requested to be absent from the interview. However, the head of household; will be required to certify by signature that all the information is complete and accurate. The head of household will be responsible for the application and all the information contained therein.

If the applicant fails to appear for an appointment (except for the initial letter) the PHA will send the applicant a withdrawal notice and he or she may request an informal review. If the PHA determines the missed appointment was for good cause the applicant will remain on the wait list. If the applicant requests to have the pre-scheduled appointment rescheduled prior to the day of the appointment the appointment will be rescheduled. If the applicant misses the rescheduled appointment without good cause, the applicant will be removed from the waiting list (see Chapter 13 - Complaints, Grievances and Appeals).

Applicants who do not submit the requested information during the interview, or, when requested in writing from the PHA within ten (10) business days from the date of the letter requesting the information will be sent an anticipated withdrawal notice and a form to request an informal review of the anticipated withdrawal. It is the applicant's responsibility to contact the PHA to ask for another opportunity to bring back the requested information. Another ten (10) days may be granted with proof of good cause for not returning the information (good cause, as defined in the Glossary).

An anticipated withdrawal notice to the applicant will include the applicant's hearing rights.

A reasonable accommodation will be made for disabled persons who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with the disability.

All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by the PHA, the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. Applicants will be required to sign specific verification forms for information, which is not covered, by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by the PHA.

Every adult in the household member must sign a 52675 form. This form authorizes the PHA to send debts owed and adverse information of former participants who have voluntarily or involuntarily terminated participation to HUD.

Every adult household member must sign a consent form to release criminal conviction records and to allow the PHA to receive records and use them in accordance with HUD regulations.

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given ten (10) business days to supply the information. If the information is not supplied within this time period, or if an extension is not requested and granted, the PHA will provide the family with a notification of denial of assistance (see Chapter 13 - Complaints and Appeals).

## **VERIFICATION**

Information provided by the applicant will be verified using the verification procedures set forth in Chapter 7. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verified information that is less than one hundred twenty (120) days old at the time of admission is considered current and need not be re-verified.

### ***C. Final Determination and Notification of Eligibility***

After the verification process is completed the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the resident suitability determination (see Chapter 2 – Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make a final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list and moved to the wait pool.

The PHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

If a family is selected for more than one waitlist and they complete the intake process and are ready to be housed the family must choose which waitlist (and subsequently which unit) they want to be housed in. Once a family is housed they are removed from PHA waitlists, except that any family housed in Public Housing will not be removed from the resident-based Housing Choice Voucher (HCV) waitlist.

## Chapter 4: RESIDENT SELECTION AND ASSIGNMENT PLAN

### INTRODUCTION

This chapter describes the PHA's policies with regard to local preferences, management of wait lists, and the number of unit offers that will be made to qualified applicants selected from the wait pool. PHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is the PHA's policy that each applicant shall be assigned an appropriate place on the wait list for the developments in which the applicant wishes to reside. Applicants will be listed in sequence, based upon the wait list guidelines stated below. In filling an actual or expected vacancy the PHA will offer the dwelling unit to an applicant in the appropriate sequence.

#### **A. *Management of the Wait List***

The PHA will administer its wait lists as required by 24 CFR Part 5, Part 945 and 960 Part Subparts A and B. The wait list will be maintained in accordance with the following guidelines:

- The application will be a permanent file
- The list will state the family name and family type
- The list will state the racial and ethnic designations of the head of household
- All applicants in the wait pool will be maintained in order of preference and the date of the application
- Applications equal in preference will be maintained by date and time sequence
- Applicants will be listed by size and type of unit required.

All applicants must meet applicable income eligibility requirements as established by HUD.

- Applications submitted during a wait list opening during which a lottery selection system has been used will be maintained and pulled from the wait list through a computerized random selection process.

By maintaining an accurate wait list the PHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the PHA's turnover and the availability of appropriate sized units groups of families will be selected from the wait list to form a final eligibility "wait pool". Selection from the "wait pool" will be in order of the date and time of the completion of verification.

## **TYPES OF WAIT LISTS**

This PHA may maintain the following types of wait lists:

- Mixed Population
- General Occupancy
- Designated Elderly
- Designated Disabled
- Site-based
- Accessible Units

## **APPLYING TO MULTIPLE WAIT LISTS**

A family may put their name on multiple public housing wait lists but when the family is admitted to a public housing site they will be taken off all other public housing waiting lists. If they are on the Housing Choice Voucher (HCV) or any other HCV wait lists they may remain on those lists while residing in public housing.

Applicants accepting a rental unit in public housing may significantly delay their selection from the Housing Choice Voucher (HCV) wait list. This is due to the fifty percent (50%) rent burden preference established for the HCV program.

### ***B. Site-Based Wait Lists***

If the PHA establishes site-based wait lists both current and new applicants may choose which site-based wait list they wish to be placed on and may submit an application for as many sites as where they would choose to live.

When there are insufficient applicants on a site-based wait list the PHA will contact applicants on all other wait lists who may qualify for the type of housing with insufficient applicants. "Insufficient applicants" on a list will be defined as not enough families to fill vacancies for at least three (3) months based on anticipated turnover at the development.

Every reasonable action will be taken by the PHA to ensure that applicants may make informed choices regarding the development(s) in which they wish to reside. The PHA will disclose information to applicants regarding the location of available sites. The PHA will also include basic information relative to amenities available at different public housing sites such as day care, security, transportation, training programs, and an estimate of the period of time that the applicant will likely have to wait to be admitted to units of different types.

The system of site-based wait lists will be carefully monitored to ensure that civil rights and fair housing are affirmatively furthered. In order to monitor the site-based wait lists the PHA will:



- Self-monitor its system of site-based wait lists at least biannually to prevent the possibility of racial steering does not occur. If the PHA's biannual analysis of its site-based wait list indicates that a pattern of racial steering is or may be occurring, the PHA will take corrective action;
- At least every three (3) years use independent testers to ensure that applicants are not treated differently based upon race or ethnicity and that no patterns of discrimination exist; and
- Assess changes in racial, ethnic or disability-related resident composition at each PHA site that has occurred during the implementation of the site-based wait lists. Each year the PHA will make this assessment based on PIH Information Center (PIC) data that has been confirmed to be complete and accurate by an independent public auditor.

### ***C. Assignment of Units Designated for the Elderly, Disabled, or Mixed Use***

In accordance with the 1992 Housing Act, families with a head, spouse, co-head or sole member who qualifies as a person who is elderly, disabled, or near-elderly as defined in 24 CFR §945.105 will be offered admission to buildings/units that are designated as elderly only, disabled only or mixed use for elderly and disabled individuals subject to a HUD-approved allocation plan.

#### **ELDERLY, NEAR-ELDERLY, AND DISABLED**

Elderly families are defined as families whose head, spouse, co-head, or sole member is at least sixty-two (62) years of age. Disabled families are defined as families whose head or spouse or sole member is a person with disabilities. A near-elderly family is a family whose head, spouse, co-head or sole member is at least fifty (50) years of age but under sixty-two (62) years of age. Refer to the Glossary for additional detail on definitions of elderly, near elderly, and disabled families.

#### **DESIGNATED HOUSING PLAN**

Current developments that are designated elderly only will continue to fill vacancies with the next eligible applicant on the wait list who accepts a unit offer. If there are no elderly only families on the elderly only wait list the PHA may make unit offers to near elderly only applicants in descending order by age (62, 61, 60 etc.).

After Sacramento Resident Advisory Board (SRAB), PHA Commission review, and HUD approval of a designated plan for elderly/near-elderly only housing the PHA will fill vacancies at designated developments with elderly and near-elderly families only. Younger disabled families who currently reside in developments approved for elderly/near-elderly designed housing will be relocated on a voluntary basis only.

All PHA local preferences apply to elderly, disabled and near-elderly applicants.

## **MIXED POPULATION**

A mixed population development is reserved for elderly, near-elderly, and disabled families. Elderly, near-elderly, and disabled families are given equal preference in admission. The PHA does not establish a limit on the number of elderly, near-elderly, or disabled families accepted in a mixed population development.

### ***D. General Occupancy Units***

General occupancy units are designed to house all populations of eligible families. In accordance with the PHA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the PHA's general occupancy units.

### ***E. Accessible Units***

The PHA has accessible units designed for persons with mobility, sight and hearing impairments. No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control who has a disability that requires the special features of the vacant unit; and
- Second, to an eligible qualified applicant in the waiting pool having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant (see *Chapter 9 - Leasing*).

### ***F. Offer of Placement on the Housing Choice Voucher (HCV) Wait List***

At any time, a family that is on the public housing program or waitlist may sign up for any HCV wait list, provided that the wait list is open.

## **G. Removal from Wait List and Purging**

If a family at any time submits a request in writing to be removed from any or all waitlists, staff will remove the family and will not offer the family an informal review since the removal was voluntary on the part of the family.

The wait list will be purged periodically by mailing and emailing a notice to all applicants to ensure that the wait list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within forty-five (45) days of the date of the letter, or electronically through the PHA applicant portal the applicant will be removed from the wait list. If the letter is returned to SHRA by the Post Office, the letter will be maintained in accordance with the SHRA document retention policy. If the applicant contacts SHRA within forty-five days from the purge deadline to report a change in address, he or she will be given the opportunity to provide the updated address and be reinstated. If an applicant is removed from the wait list for failure to respond after the forty-five day grace period, the PHA will take into consideration mitigating circumstances before it makes the determination of whether to reinstate the applicant to the wait list. If the family provides proof that the return mail was due to an error of the PHA or the Postal Service, the family will be reinstated.

If an applicant is removed from the wait list for failure to respond they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the prescribed period or the family provides good cause.

If the PHA receives returned mail from the Post Office, the PHA will refer to other SHRA waitlists and inventory for any updated address prior to removing the applicant from the waitlist. If there is no updated address found from these sources, the applicant will be removed without further notice and the envelope and letter will be maintained in accordance with PHA retention policy. If the family provides proof that the return mail was due to an error of the PHA or the Postal Service, the family will be reinstated.

The PHA may also remove a name from the wait list for the following reasons:

- The applicant requests to be removed from the wait list;
- The applicant was clearly advised of a requirement to notify the PHA of his/her continued interest by a particular time and failed to do so;
- The PHA has made reasonable efforts to contact the applicant to determine whether he or she is still interested in applying for public housing, but has been unsuccessful in its efforts to contact the applicant; or
- The PHA has notified the applicant of its intention to remove the applicant's name due to his or her ineligibility for public housing.

## **H. Wait List Preferences**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the wait list. Every applicant must meet the PHA's selection criteria as defined in this policy.

The PHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by current law the PHA will give preference to qualified families.

Per PIH Notice 2013-15 any time a new preference is added to an existing wait list, families already on the wait list will be given the opportunity to qualify for the preference and move up on the wait list accordingly.

### **HOMELESS INITIATIVES**

The PHA is making all City Housing Authority units that become available for occupancy available for homeless families. These preferences will serve the homeless population, giving priority to families connected to a homeless service provider.

The PHA uses the following local preferences:

(8 Points) Families Receiving Homeless Services: Homeless families (as defined in the Glossary) are receiving services from a public agency or consortia of agencies providing wrap-around services to homeless families. The PHA approved service provider will verify that the family is homeless and that they will provide supportive services to allow a family to obtain and maintain stable housing.

(5 Points) Homeless families: Families (including individuals) who are homeless as defined in the Glossary that are not connected to services.

(2 Points) Involuntary Displacement: Families displaced by a natural disaster recognized by the federal government (e.g. flood, earthquake, or fire) will be granted this preference. Displacement by government action also includes families wishing to reside in Public Housing who were displaced (subsidy ended or otherwise insufficient) from the Housing Choice Voucher (HCV) program due to lack of federal funding or sequestration.

(2 Points) Veterans: A veteran is defined in the Glossary.

All other applicants who do not qualify for any preference will be placed on the waiting list by the date and time of application. Families with equal preference points will be contacted to complete the full application in order of date and time of placement on the wait list.

Families who reach the top of the wait list will be contacted by the PHA to complete a full application at which time their preference will be verified.

An applicant may not be granted any preference if any member of the family has been evicted from any federally assisted housing during the past three years because of drug-related or violent criminal activity. The PHA may grant an exception to such a family if the responsible member has successfully completed a rehabilitation program.

If the applicant family or individual falsifies documents or knowingly makes false or misleading statements in order to qualify for any preference, the PHA will notify the family and remove the applicant or applicant family from the wait list.

### ***I. Preference Denial***

The applicant will be returned to the wait list and ranked without the local preference if the preference verification indicates that an applicant does not qualify for the preference. Applicants may exercise other rights if they believe they have been discriminated against.

### **CHANGE IN CIRCUMSTANCES**

Changes in an applicant's circumstances while on the wait list may affect the family's eligibility for a preference. Applicants are required to notify the PHA in writing when their circumstances change within 30 days of the change. When an applicant claims an additional preference the applicant will be placed on the wait list in the proper order of their newly claimed preference.

### ***J. Special Admissions***

When HUD awards a PHA program funding that is targeted for specified types of families, the PHA will admit these families under a special admission procedure. Special admissions families will be admitted outside of the regular wait list process. These families do not have to qualify for any preferences and are not required to be on the program wait list. The PHA maintains separate records for these special admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced due to demolition or disposition of a public or Indian housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 Housing Assistance Payment (HAP) contract at or near the end of the HAP contract term;
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project; and

- A family that has been displaced by a natural disaster recognized by the federal government (e.g. Hurricane Katrina)

Applicants who are admitted under the special admissions rather than from the wait list are identified by codes in the automated system.

### ***K. Matching Unit and Family Characteristics***

Factors such as unit size, accessible features, deconcentration or income-mixing, income targeting, or units in housing designated for elderly individuals limit the admission of families to those characteristics that “match” the characteristics and features of the available vacant unit.

By matching unit and family characteristics it is possible that some families in the waiting pool may receive an offer of housing ahead of families with an earlier date and time of application.

Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the preference system. Other admissions required by court order will also take precedence over the preference system.

### ***L. Income Targeting***

The PHA will monitor its admissions to ensure that at least forty percent (40%) of families admitted to public housing each fiscal year have incomes that do not exceed thirty percent (30%) of area median income (AMI) of the PHA’s jurisdiction.

Hereafter, families whose incomes do not exceed thirty percent (30%) of AMI will be referred to as “extremely low-income families”.

The PHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the Quality Housing and Work Responsibility Act (QHWRA) by admitting less than forty percent (40%) of “extremely low-income families” to public housing in a fiscal year, to the extent that the PHA has provided more than seventy-five percent (75%) of newly available vouchers and certificates to “extremely low-income families.” This fungibility provision discretion by the PHA is also reflected in the PHA’s Housing Choice Voucher (HCV) Administrative Plan.

The fungibility credits will be used to drop the annual requirement below forty percent (40%) of admissions to public housing for extremely low-income families by the lowest of the following amounts:

- The number of units equal to ten percent (10%) of the number of newly available vouchers and certificates in the fiscal year;
- The number of public housing units that: (1) are in public housing developments located in census tracts having a poverty rate of thirty percent (30%) or more,; and (2)

are made available for occupancy by and are actually occupied in that year by, families other than extremely low-income families.

### **THE FUNGIBILITY FLOOR**

Regardless of the above two amounts, in a fiscal year, at least thirty percent (30%) of the PHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the PHA's overall requirement for housing extremely low-income families to drop to thirty percent (30%) of its newly available units. Fungibility shall only be utilized if the PHA is anticipated to fall short of its forty percent (40%) goal for new admissions to public housing.

### **COMBINING LOW AND VERY LOW-INCOME FAMILY ADMISSIONS**

Once the PHA has met the forty percent (40%) targeted income requirement for new admissions of extremely low-income families the PHA will fill the remaining sixty percent (60%) of its new admission units with both low and very low-income families.

### ***M. Deconcentration of Poverty and Income-Mixing***

The PHA's admission policy is designed to provide for deconcentration of poverty and income mixing by bringing higher income residents into lower-income projects and lower-income residents into higher-income projects. Gross annual income is used for income limits at admission and for income-mixing purposes.

The PHA will gather data and analyze, at least annually, the resident characteristics of its public housing stock, including information regarding resident incomes, to assist in the PHA's deconcentration efforts.

The PHA will use resident income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the PHA in its deconcentration goals.

### **DECONCENTRATION AND INCOME-MIXING GOALS**

Admission policies related to the deconcentration efforts of the PHA do not impose specific quotas. Therefore, the PHA will not set specific quotas, but will strive to achieve deconcentration and income mixing in its developments.

### **DEVELOPMENT DESIGNATION METHODOLOGY**

The PHA's goal is to have eligible families with higher incomes occupy dwelling units in developments predominantly occupied by eligible families with lower incomes, and eligible families with lower incomes occupy dwelling units in developments predominantly occupied by eligible families with higher incomes.

Families with lower incomes include very low and extremely low-income families. Skipping of families for deconcentration purposes will be applied uniformly to all families.

### **INCOME LIMIT METHOD**

The PHA will compare the gross annual income of all families in all multi-unit developments to the jurisdiction's income limits.

The PHA will designate as higher income developments those developments in which twenty percent (20%) or more of the families residing in the development have incomes at or above the low-income limit of eighty percent (80%) of area median income (AMI).

The PHA will designate as lower income developments those developments in which eighty percent (80%) or more of the families residing in the development have incomes at or below extremely low and very low-income families.

### **PHA INCENTIVES FOR HIGHER AND LOWER INCOME FAMILIES**

The PHA may offer certain incentives to higher and lower-income families willing to move into higher or lower-income projects. The PHA will not take any adverse action against any family declining an offer by the PHA to move into a higher or lower-income project.

### ***N. Plan for Unit Offers***

The plan for selection of applicants and assignment of dwelling units to ensure equal opportunity and non-discrimination on the grounds of race, color, sex, religion, or national origin is:

- **Two offers-** The applicant shall be offered a suitable unit based on the wait list(s) to which they have applied. If the first offer is rejected a final unit offer will be made.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the oldest vacancy first.

The PHA will maintain a record of units offered and accepted or declined by applicants.

### ***O. Changes Prior to Unit Offer***

Changes that occur prior to the applicant's acceptance of a unit may affect the family's eligibility; number of bedrooms needed, and/or Total Tenant Payment (TTP). Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. If the family is subsequently determined ineligible the applicant will be notified in writing of changes in their eligibility or level of benefits and offered the right to an informal review, when applicable (see *Chapter 13 - Complaints, Grievances, and Appeals*).



An applicant's failure to notify the PHA of changes in their family status while on the waitlist may result in the applicant family being returned to the wait list. A change in family size that alters the bedroom size for which the family was originally selected from the wait list will result in the applicant being returned to the wait list for the unit size for which the family qualifies.

***P. Applicant Status After Final Unit Offer***

When an applicant rejects the final unit offer, the PHA will remove the applicant's name from that site based waiting list. The applicant must reapply for that specific wait list; however, his or her applications for other lists will not be affected.

***Q. Time-Limit for Acceptance of Unit***

Applicants must respond to unit offers within fourteen (14) calendar days. The PHA will make unit offers by phone call, (if the applicant's telephone number is available) and by letter to the applicant's last known address. The offer will be noted as a refusal (turn down) if the applicant does not respond or accept a unit within the specified number of days.

**APPLICANTS UNABLE TO TAKE OCCUPANCY**

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "good cause," the offer will not be noted as a refusal.

Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

- Inaccessibility to source of employment or children's daycare such that an adult household member must quit a job or drop out of an educational institution or a job-training program in order to accept the unit;
- Presence of lead-based paint in the unit offered when the applicant has children under the age specified by current law;
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member; or
- The unit is inappropriate for the applicant's disabilities.

***R. Refusal of Offer***

If the unit offered is refused for other reasons the PHA will follow the applicable policy set forth in Sections O and Q above.

## Chapter 5: OCCUPANCY GUIDELINES

### INTRODUCTION

The occupancy guidelines are established by the PHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units while preserving them from excessive wear and tear or over- or under-utilization. This chapter explains the occupancy guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

### **A. *Determining Unit Size***

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one (1) person per bedroom. The PHA's occupancy guideline standards for determining unit size shall be applied in a manner consistent with fair housing guidelines.

For occupancy standards, an adult is a person eighteen (18) years or older, or an emancipated minor. All guidelines in this section relate to the number of bedrooms in the unit.

Dwelling units will be assigned so that generally the PHA will assign one (1) bedroom to two (2) people within the following guidelines:

- Minors of the same sex and same generation (less than ten [10] years apart in age) shall be allocated one (1) bedroom.
- Minors of the opposite sex, under the age of six (6) years old shall be allocated one bedroom to share. If one of the minors is five (5) years old at the time of intake only, then one (1) bedroom shall be allocated for each child as long as the occupancy standards for other minors, as listed above, is met.
- Adults (eighteen (18) and over) who have a spousal relationship shall be allocated one bedroom.
- Exception: infants under one (1) year of age may be allowed to share a room with two (2) other members of the household, at the discretion of the family.

The PHA assigns an additional bedroom under the following conditions:

- Residents of the opposite sex, 6 (six) years of age and older shall be allocated separate bedrooms
- When a resident is pregnant and the unit does not meet the occupancy guidelines
- Live-in aides will be provided a separate bedroom unless otherwise requested by the family. Only one (1) additional bedroom per household will be provided for a live-in aide who assists a disabled member of the household on a full-time

or rotational basis or if the disabled person must have multiple part-time rotating attendants. No additional bedrooms are provided for the live-in aide's family members.

Other considerations in determining the bedroom size:

- Existing foster children may be considered when determining unit size provided that they have been in the home for six (6) months or more. Requests for the addition of foster children to the household must be approved by the PHA prior to the actual move-in of the proposed new member. Approval will be based on current bedroom size. Additional bedrooms will not be awarded. Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including projected length of the temporary placement, placement confirmation from an accredited foster care institution and the foster care assistance payment amount.
  - Approved foster care children will be verified as part of the family household composition during the annual re-certification process. Furthermore, households will be required to immediately notify the PHA of all changes in household composition within 30 days of each occurrence.
  - Unused additional bedroom(s) for foster children may not be vacant for more than six (6) months.
  - If the PHA determines there is no longer a need for the additional bedroom(s) and has verified this with the foster care agency, the household may be considered to be over-housed and will be issued an involuntary transfer notification to relocate to a smaller unit.
  - The household will not be eligible to increase the unit bedroom size again for twenty-four (24) months.
- Space may be provided for a child who is away at school but who lives with the family during school recesses for as long as the child is considered a dependent.
- Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military unless the absence is considered temporary such as short-term reserve duty.
- Single person families shall be allocated zero (0) or one (1) bedroom units.
- The living room will not be counted for use as a bedroom. (*The living room will not be considered as a bedroom when determining the eligibility for the number of bedrooms for a family. A family may elect to stay in, or request, a unit smaller than what they qualify for, as long as the number of individuals residing in the household does not create an over-crowding situation.*) The family may choose to utilize the living room as a sleeping space; but it shall not be occupied as a permanent sleeping space for more than one person.)

**GUIDELINES FOR DETERMINING BEDROOM SIZE**

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	2
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

***B. Exceptions to Occupancy Standards***

The unit considerations in this chapter should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the PHA will make a determination after review of the situation, the individual circumstances, and the verification provided (see Chapter 11 - Recertifications).

The PHA will grant exceptions from the guidelines in cases where it is the family’s request or the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

- In all cases where the family requests an exception to the general occupancy standards the PHA will evaluate the relationship and ages of all family members and the overall size and accessibility features of the unit.

The family may request to be placed on a larger or smaller bedroom size waiting list than indicated by the PHA’s occupancy guidelines. The request must explain the need or justification for a larger or smaller bedroom size and must be verified by the PHA before the family is placed on the larger or smaller bedroom size list.

The PHA will consider these requests:

- Person(s) with Disability
- The PHA will grant an exception to occupancy standards upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in Addendum1 (E) -

- Reasonable Accommodations Policy (see Chapter 20: *Reasonable Accommodation Policy*), or
- Other circumstances.

A health care professional must verify requests for a larger number of bedrooms due to medical equipment. A licensed physician or an attending health care professional must verify all requests based upon health-related needs.

The PHA will not assign a larger bedroom size due to addition of family members, including returning adult family members, other than by birth, adoption, marriage, foster children or court-awarded custody.

The PHA must approve all members of the family residing in the unit. The family must obtain written approval of any additional family member before that person is allowed to move into the unit, except for additions by birth, adoption, or court-awarded custody, in these cases, the family must inform the PHA of the change in household composition within thirty (30) days.

To avoid vacancies and when there are no other applicants to qualify for eligibility, the PHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. A suitable unit is defined as a unit that meets the occupancy standards outlined above in this plan for a family size. This requirement is a provision of the public housing lease.

### **Over-housed**

A family will be required to move if the PHA determines the family is over-housed for the family size based on the PHA occupancy standards. Over-housed is defined as occupancy of a unit of a given bedroom size while qualifying for a smaller bedroom size as outlined in the occupancy standard of this plan, unless where the PHA has granted the family a reasonable accommodation that qualifies the family for the larger bedroom size. Please see Chapter 9 - Leasing, in regards to additions into the household for further information.

The PHA will add the family to the appropriate transfer list and give the family notice of the requirement to move when there is an available unit.

### **Under-housed**

A family may be required to move if the PHA determines the family is under-housed for the family size based on the PHA occupancy standards. Under-housed is defined as

occupancy of a unit of a given bedroom size while qualifying for a larger bedroom size as outlined in the occupancy standards of this plan.

If a family requests an exception to remain under-housed, they must do so in writing and state the reason for this request. The PHA will review and approve exceptions on a case-by-case basis.

### **C. Accessible Units**

The PHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications. Preference for occupancy of these units will be given to families with disabled members who require the modifications or amenities provided in the units.

Before offering a vacant accessible unit to a non-disabled applicant the PHA will offer such units:

- First, to a current occupant of another public housing unit who has a disability that requires the special features of the vacant unit; and
- Second, to an eligible qualified applicant on the waiting list who has a disability that requires the special features of the vacant unit.

The PHA will require a non-disabled applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available. The resident's deposit will be transferred to the new unit and the PHA will pay for moving expenses. This requirement will be a provision of the public housing lease agreement.

## **Chapter 6: DETERMINATION OF TOTAL TENANT PAYMENT**

### **INTRODUCTION**

The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable deductions from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD notices, memoranda and addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this chapter address those areas, which allow the PHA discretion to define terms and to develop standards in order to ensure consistent application of the various factors that relate to the determination of TTP.

#### **A. *Minimum Rent***

The minimum rent for this PHA is zero dollars (\$ 0.00).

The TTP is the greater of:

- Thirty percent (30%) of the adjusted monthly income;
- Ten percent (10%) of the gross monthly income; or
- The minimum rent of \$0.00 as established by the PHA.

The minimum rent refers to a minimum total resident payment and not a minimum resident rent.

The total resident payment does not include charges for excess utility consumption or other charges.

The PHA recognizes that in some instances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to minimum rent. The PHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act (HWRA) are stated in the following section.

#### **PHA Procedures for Notification to Families of Hardship Exemptions**

The PHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law. The PHA will document the family has been notified of their right to request a minimum rent hardship exemption in the family's file.

The PHA notification will advise the family that the hardship exemption determination is subject to the PHA's grievance procedures (see Chapter 13 - Complaints, Grievances and Appeals).

The PHA will review all resident requests for exceptions from the minimum rent due to financial hardships. All requests for minimum rent exemption are required to be in writing. Requests for minimum rent exemption must state the family circumstances that qualify the family for an exception.

### **EXCEPTIONS TO MINIMUM RENT**

When a family requests a minimum rent hardship exemption, application of the minimum rent will be suspended beginning the month following the family's hardship request. During the minimum rent suspension period the PHA will not charge the family a minimum rent, or if applicable, will discontinue charging the family a minimum rent. The PHA will not evict the family for nonpayment of minimum rent during the ninety (90) day period beginning the month following the family's request for a hardship exemption.

The minimum rent will be suspended until the PHA determines whether the hardship is:

- Covered by the exception criteria; and
- Temporary or long term.

If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

The PHA will use its standard verification procedures to verify circumstances which have resulted in financial hardship, such as loss of employment, death in the family, etc.

### **HUD CRITERIA FOR HARDSHIP EXEMPTION**

In order for a family to qualify for a hardship exemption the family's circumstances must fall into one of the following criteria:

- The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an immigrant lawfully admitted for permanent residence;
- The family would be evicted as a result of the imposition of the minimum rent requirement; or
- The income of the family has decreased because of changed circumstances, including:
  - 1) Loss of Employment: Defined as being laid off or terminated through no fault of the employee. Loss of employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment;
  - 2) Death in the family leading to loss of income; or



3) Other circumstances as determined by the PHA or HUD.

**NO QUALIFYING HARDSHIP**

If the PHA determines there is no hardship covered by the statute, a minimum rent will be imposed retroactively to the time of suspension of the minimum rent payment. The family must pay any back rent and will be offered a reasonable repayment agreement. The minimum monthly amount for a repayment agreement incurred for minimum rent arrears is ten dollars (\$10).

**TEMPORARY HARDSHIP**

If the PHA determines that the hardship is temporary, a minimum rent may not be imposed for a period of ninety (90) days beginning the month following the date of the family's request for a hardship exemption. At the end of the ninety (90) day suspension period the PHA will reinstate the minimum rent retroactively to the beginning of the suspension. The family will be offered a reasonable repayment agreement for the back rent owed by the family. The PHA defines temporary as ninety (90) days.

The maximum length of time the PHA will enter into a repayment agreement with a family is twelve (12) months unless otherwise specified and approved by the PHA. If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, the PHA will reevaluate the family's ability to pay the increased rent amount and:

- Determine whether the family has the means to meet the obligation and, if so determined, initiate eviction proceedings for nonpayment of rent; or
- Determine that the repayment agreement is a financial hardship to the family and if so, restructure the existing repayment agreement.

The PHA's policies regarding repayment agreements are further discussed in Chapter 14 - Family Debts to the PHA.

**LONG TERM HARDSHIP**

If the PHA determines a qualifying financial hardship is long term, the PHA will exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption will apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

***B. Income and Allowances***

**INCOME**

Income is defined as the types of money that are to be used as income for purposes of calculating the TTP and are defined by local and federal regulations. In accordance with

this definition, income from all sources of each member of the household is documented (see Chapter 20 - Glossary - Income Inclusions and Income Exclusions).

### **ANNUAL INCOME**

Annual income is defined as the gross amount of income, monetary or not, anticipated to be received by the family during the twelve (12) months after admission, certification or recertification. Gross income is the amount of income prior to any allowable expenses or deductions, and does not include income specifically excluded by HUD. Annual income is used to determine whether applicants are within the applicable income limits (see 24 CFR 960.201).

### **ADJUSTED INCOME**

Adjusted income is defined as the annual income minus any allowable deductions.

### **ALLOWABLE DEDUCTIONS**

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

1. Dependent allowance: Four hundred eighty dollars (\$480) each for minor family members (other than the head, co-head or spouse), and for family members who are eighteen (18) and older and who are full-time students or who are disabled.
2. Elderly/Disabled allowance: Four hundred dollars (\$400) per household for families whose head, co-head or spouse is sixty-two (62) or over or disabled.
3. Allowable medical expenses: Un-reimbursed (medical expenses not covered by medical insurance [including Medi-Cal], regional centers [for individuals with developmental disabilities], schools [for special education students], or other sources) medical expenses for all family members that exceed 3% of the gross annual income of the family are deducted for elderly and disabled families.
4. Childcare expenses: Reasonable childcare expenses for children under thirteen (13) are deducted when childcare is necessary to allow an adult household member to work, attend school, or actively seek employment. These deductions may not exceed the earned income of the family member who is able to work because of such qualified expense.
5. Allowable Disability Assistance Expenses: Un-reimbursed disability expenses that exceed three percent (3%) of the gross annual income are deducted for attendant care by a non-family member or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work. These deductions may not exceed the earned income of the family member who is able to work because of such qualified expense.

## DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS – EARNED INCOME DISALLOWANCE (EID)

Effective October 1, 1999, EID replaced the 18-month earned income disregard for families going from training programs to work. For qualified families, EID excludes income earned by family members who start work, self-sufficiency programs, or who have increases in employment income.

### ELIGIBILITY

In case of unreported income that qualifies for EID exclusion, the time will be charged against the EID exclusion. However, unreported income will be formally documented as a resident lease violation that may lead to termination from public housing. Family members who are ineligible non-citizens are also ineligible for EID. In mixed families only the U.S. citizens or eligible non-citizens (e.g. lawful permanent residents [LPRs]) are eligible for EID exclusions.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing development, is paying income-based rent and whose annual income increases due to one of the following reasons:

- Employment of a family member who was previously unemployed for one or more years prior to employment.
- Increased earnings by a family member during participation in any economic self-sufficiency or other job-training program. or
- New employment or increased earnings of a family member during or within six (6) months after receiving assistance, benefits, or services under any State program for Temporary Assistance to Needy Families (TANF) provided that the total amount over a six (6)-month period is at least five hundred dollars (\$500).

The HUD definition of “previously unemployed” includes a person who has earned in the twelve (12) months prior to employment no more than the equivalent earnings for working ten (10) hours per week for fifty (50) weeks at the minimum wage. Minimum wage is the prevailing minimum wage within the state or locality.

The HUD definition of an economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to prepare a participant to work (such as substance abuse or mental health treatment).

## **EXCLUDED INCOME**

Amounts to be excluded are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount of Temporary Assistance for Needy Families (TANF) received in the six (6) month period including monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

## **INITIAL TWELVE (12) MONTH EXCLUSION**

During the cumulative twelve (12) month period beginning on the date a member of a qualified family is first employed or the family member first experiences an increase in employment income, the PHA will exclude from annual income, any increase in income of the family member, as a result of employment, over the prior income of that family member.

## **SECOND TWELVE (12) MONTH PHASE-IN EXCLUSION**

During the second cumulative twelve (12) month period after the expiration of the initial cumulative twelve (12) month period referred to above, the PHA must exclude from annual income of a qualified family, fifty percent (50%) of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

## **MAXIMUM TWO-YEAR DISALLOWANCE**

The earned income disallowance is limited to a lifetime twenty-four (24) month period for the qualifying family member. For each family member the disallowance only applies for a maximum of twelve (12) months of full exclusion of incremental increase and a maximum of twelve (12) months of phase-in exclusion during the twenty-four (24) month period starting from the date of the initial exclusion.

If the period of increased income does not last for twelve (12) consecutive months, the disallowance period may be resumed at any time within the twenty-four (24) months period and continue until the disallowance has been applied for a total of twelve (12) months of each disallowance (the initial twelve [12] month full exclusion and the second twelve [12] month phase-in exclusion).

No earned income disallowance will be applied after the twenty-four (24) month period following the initial date the exclusion was applied regardless of whether the family has received the full exclusion for a total of twelve (12) months or the phase-in exclusion for the total of twelve (12) months.

### **APPLICABILITY TO CHILD CARE AND DISABILITY ASSISTANCE EXPENSE DEDUCTIONS**

The amount deducted for childcare and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for childcare and disability assistance expense deductions.

### **TRACKING THE EARNED INCOME EXCLUSION**

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

- The date the increase in earned income was reported by the family;
- Name of the family member whose earned income increased;
- Reason (e.g. new employment, participation in job training program, within six (6) months after receiving TANF) for the increase in earned income;
- Amount of the increase in earned income (amount to be excluded);
- Date the increase in income is first excluded from annual income;
- Date(s) the earned income ended and resumed during the initial cumulative twelve (12) month period of the exclusion (if any);
- Date the family member has received a total of twelve (12) months of the initial exclusion;
- Date the twelve (12) month phase-in period began;
- Date(s) earned income ended and resumed during the second cumulative twelve (12) month period (phase-in) of exclusion (if any);
- Date the family member has received a total of twelve (12) months of the phase-in exclusion; and
- Ending date of the maximum twenty four (24) months, disallowance period from the date of the initial earned income disallowance.

The PHA will maintain a tracking system to ensure correct application of the earned-income disallowance.

If an interim recertification is not done for income increase, the initial twelve (12) month exclusion will still begin on the date on which the increase in earned income began.

## **INAPPLICABILITY TO ADMISSION**

The earned income disallowance does not apply for purposes of program admission.

### **C. *Income Exclusions***

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18.
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone).
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- Income of a live-in aide, as defined in 24 CFR §5.403;
- Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution.
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- Amounts received under training programs funded by HUD.
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.
- Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly

- defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- Temporary, nonrecurring or sporadic income (including gifts).
  - Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
  - Earnings in excess of four hundred eighty dollars (\$480) for each full-time student eighteen (18) years of age or older (excluding the head of household and spouse).
  - Adoption assistance payments in excess of four hundred eighty dollars (\$480) per adopted child.
  - Deferred periodic amounts from Supplemental Security Income (SSI) and other Social Security benefits (e.g. Social Security Disability Insurance [SSDI]) that are received in a lump sum amount or in prospective monthly amounts.
  - Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
  - Payments that qualify as Kinship Guardianship Assistance Payment (Kin-GAP) income, earned by an individual for caring for a minor member of the household.
  - Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
  - Amounts specifically excluded by any other federal statute or regulation from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR §5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
  - Loans are not counted as income when they are temporary, nonrecurring, or sporadic.

#### ***D. Individual Savings Accounts***

The PHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

### ***E. Wages from Employment with the PHA or Resident Organization***

Upon employment with the PHA or officially recognized resident organization, the full amount of employment income received by the person will be counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes the Public Housing and Housing Choice Voucher (HCV) programs.

### ***F. Averaging and Annualizing Income***

When annual income cannot be anticipated for a full twelve (12) months the PHA will average known sources of income that vary to compute an annual income.

The PHA is required to obtain at a minimum, two (2) current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose monthly income fluctuates, this estimate will be used so that the total resident rent will not change from month to month.

The PHA may annualize income for a shorter period if it is not feasible to determine the value for a twelve (12) month period (example; with seasonal work or unemployment compensation).

The method used depends on the regularity, source and type of income.

### ***G. Minimum Income***

There is no minimum income requirement. Families who report zero (0) income are required to complete an interim recertification every ninety (90) days. Families who report zero (0) income will also be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

In some cases, a person with zero (0) income will receive a utility allowance reimbursement to help assist with paying utilities for their unit. (see Chapter 7 - Zero Income Status).



## **H. Income of Person Permanently Residing in a Nursing Home**

If a family member is permanently residing in a hospital or nursing home and there is a family member left in the household, the PHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

- Exclude the income of the person permanently residing in the nursing home and give the family no deductions for medical expenses of that family member.

## **I. Regular Contributions and Gifts**

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.

Any contribution or gift received every three (3) months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts (see Chapter 7 - Verification Procedures for Additional Information).

If the family's expenses exceed their known income, the PHA will make inquiry of the family about contributions and gifts.

## **J. Alimony and Child Support**

Regular alimony and child support payments are counted as income for calculation of the TTP.

If the amount of child support or alimony received is less than the amount ordered by the court, the PHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The PHA will accept as verification that the family is receiving an amount less than that ordered by the court if:

- The PHA receives verification of this information from the agency responsible for enforcement or collection; or
- The family furnishes documentation of a child support or alimony collection action filed by a child support enforcement/collection agency; or
- The family provides the PHA with proof that it has filed an enforcement or collection action through an attorney against the party responsible for making the spousal and/or child support payments.

It is the family's responsibility to supply a certified copy of the divorce decree (court order).

In cases where an adult family member is required to pay alimony and/or child support, this amount is not excluded as an income deduction.

### **LUMP-SUM RECEIPTS**

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment insurance, child support or welfare assistance are counted as income and any amount remaining will be considered an asset. Lump sum payments from SSI or other Social Security benefits (e.g. SSDI) are excluded from income. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive resident rent that the family owes as a result of the receipt of lump-sum benefits, the PHA uses a method that calculates retroactively, depending on the circumstances.

### **RETROACTIVE CALCULATION METHODOLOGY**

The PHA will calculate the lump-sum payments retroactively by going back to the date the lump-sum payment was received, or the date of admission, whichever is most recent, so long as the date is not prior to admission to public housing.

The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the resident rent for each certification period to determine the amount due the PHA. This retroactive amount is due and payable to the PHA.

At the PHA's option, the PHA may enter into a repayment agreement with the family. This retroactive amount is due and payable to PHA. The amount owed by the family is a collectible debt even if the family moves out of public housing voluntarily, or is terminated from the program.

### **ATTORNEY FEES**

The family's attorney fees may be deducted from lump-sum payments when computing annual income, when the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

## **K. Assets and Asset Income**

Income generated from some assets is used in the calculation of annual income for the purpose of determining the Total Tenant Payment. Net family assets are defined as the net cash value after deduction of reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment. The following are excluded from assets:

- Interests in Indian trust land;
- Equity accounts in HUD homeownership programs; and
- The value of necessary items of personal property such as furniture and automobiles.

Where the family has net family assets in excess of five thousand dollars (\$5,000) the PHA will use the greater of:

- Actual income from all net family assets, or
- Imputed asset income, which is the cash value of listed assets multiplied by HUD-determined local passbook interest rate.

Residents with assets less than five thousand dollars (\$5,000) will require third-party verifications from financial institutions of all family assets upon admission to the public housing and then again at least every three (3) years thereafter.

### CONTRIBUTIONS TO RETIREMENT FUNDS

Contributions to company retirement/pension funds are handled as follows:

- The assets counted while an individual is employed are the amounts the family can withdraw without retiring or terminating employment
- The assets counted after retirement or termination of employment is any amount the employee elects to receive as a lump sum.

## **L. Assets Disposed of for Less than Fair Market Value**

The PHA must count assets disposed of for less than fair market value during the two (2) years preceding certification or recertification. The PHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcies are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of divorce or legal separation are not considered assets disposed of for less than fair market value.

The PHA's minimum threshold for counting assets disposed of for less than fair market value is five thousand dollars (\$5,000). If the total value of assets disposed of within the two (2) year period is less than five thousand dollars (\$5,000) they will not be considered an asset.

### **M. Childcare Expenses**

Unreimbursed childcare expenses for children under thirteen (13) years of age shall be deducted from annual income if they enable a family member to actively seek employment, to be employed, or to further their education to comply with federal law.

For disabled family members aged thirteen (13) and older, childcare expenses that enable a family member to be employed and are not paid to a member of the family or reimbursed by an outside source shall be considered deductible disability assistance expenses.

Only before or after-hours care can be counted as childcare expenses in the case of a child attending private school.

In all cases, childcare expenses must be reasonable, which is determined by the average childcare rates in the PHA's jurisdiction.

*Allowance of deductions for childcare expenses is based on the following guidelines:*

#### **CHILDCARE TO WORK**

The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

#### **CHILDCARE FOR SCHOOL**

The number of hours claimed for childcare may not exceed the number of hours the family member is attending school, including one (1) hour travel time to and from school.

#### **AMOUNT OF EXPENSE**

The PHA will survey local care providers in the community and other surveys to determine reasonable rates of care. The PHA will use the collected data as a guideline. The PHA may calculate the allowance using the guideline if the hourly rate materially exceeds the guideline.

### **N. Disability Assistance Expense**

Families may deduct reasonable anticipated expenses for attendant care and auxiliary apparatuses for family members with disabilities under the following circumstances:

- If they are necessary to enable a family member to be employed (this maybe the disabled member); and
- The expenses are not paid to a member of the family or reimbursed by an outside source.

This deduction may not exceed the earned income received by family members who are able to work because of such qualified expenses.

Auxiliary apparatuses are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read and write, but only if these items are directly related to permitting the disabled person or other family member to work.

### ***O. Medical Expenses [24 CFR §5.611]***

The medical expense deduction is limited to families whose head, spouse/partner, co-head, or sole member is at least sixty-two (62) years of age or is a person with disabilities (elderly or disabled families). Families who are determined to be either elderly or disabled may deduct un-reimbursed medical, attendant care and auxiliary apparatus expenses that exceed three percent (3%) of their gross annual income in determining their Total Tenant Payment. When a household is eligible for a medical expense deduction, the medical expenses of all family members may be counted.

To qualify for a deduction, medical expenses must meet two essential criteria:

- They must be anticipated, regular, or an ongoing expense that a family expects to pay in the twelve (12) months following examination or reexamination; and,
- They must be un-reimbursed and not covered by an outside source (e.g. insurance).

If a family qualifies for medical expense deductions, the expenses of all family members will be considered. The medical allowance is not intended to give a family an allowance equal to last year's expenses, but to anticipate regular, ongoing, and anticipated expenses during the coming year.

Medical Expenses may include:

- Services of doctors and health care professionals;
- Services of health care facilities;
- Laboratory fees, X-rays and diagnostic tests, cost for blood, and oxygen;
- Medical insurance premiums;
- Prescription/non-prescription medication (prescribed by a physician or other authorized healthcare provider) along with legible receipts for these medications;

- Transportation to/from medical treatment (cab fare, bus fare, mileage based on Internal Revenue Service [IRS] rules). In cases involving monthly travel passes where trips are unlimited during the period covered by the pass, the IRS rate and mileage will be used to determine the medical expense trip cost per visit to and from the physician's office, up to, but not exceeding the cost of the monthly travel pass;
- Dental expenses, eyeglasses/contact lenses, hearing aids and batteries, wheelchairs, walkers, scooters;
- Live-in or periodic medical assistance;
- Monthly payment on accumulated medical bills (regular monthly payments on a bill that was previously incurred). The allowance may include only the amount expected to be paid in the coming twelve (12) months;
- Expenses paid to an HMO;
- Purchase or rental and upkeep of medical equipment;
- An assistive animal and the upkeep and care of the animal; and
- Any other verifiable and medically necessary service, apparatus or medication, as prescribed by a third-party healthcare provider.

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source (e.g. medical insurance).

One or more of the methods listed below will verify all expense claims:

- Written verification within the field of their profession by a medical professional, hospital or clinic personnel, dentist, or pharmacist of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) the extent to which those expenses will be reimbursed by insurance or a government agency;
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family;
- Written confirmation from the Social Security Administration (SSA) of medicare premiums to be paid by the family over the next twelve (12) months (a computer printout will be accepted);
- Receipts, cancelled checks, or payment stubs that verify past medical costs or past insurance expenses likely to be incurred in the next twelve (12) months;
- Copies of payment agreements or the most recent invoice verifying payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months;
- Receipts or other record of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. The PHA may use this approach for "general medical expenses" such as non-prescription drugs and

other items, prescribed by a physician, and regular visits to doctors or dentists, but not for one-time, non-recurring expenses from the previous year.

- The PHA will use mileage, at the IRS rate, cab, bus fare, or other public transportation costs to verify the cost of transportation directly related to medical treatment. In cases involving monthly travel passes where trips are unlimited during the period of time covered by the pass, the IRS rate and mileage will be used to determine the actual cost of trips related to medical treatments.
- Receipt for medical equipment.

When it is unclear in the HUD rules whether an item may be included as a medical expense, IRS Publication 502 will be used as a guide. Even if an expense is allowable, in order to be deductible it must be an ongoing (i.e. not one-time) expense.

The PHA will require the family to provide verification of medical expenses. Verification may include but is not limited to payment invoices and statements from a doctor certifying the anticipation of the medication and/or treatment costs for the next twelve months.

A resident-signed certification of medical expenses without supporting documentation will not be accepted as proof of medical expenses.

The PHA will provide residents written notification stating which medical expenses are approved and which are not approved as deductions for the purpose of rent determination.

If residents disagree with the approved medical expense deductions, they have the right appeal the PHA's decision in accordance with the PHA's Grievance Procedures, (see Chapter 13).

## ***P. Proration of Assistance for "Mixed" Families***

### **APPLICABILITY**

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

"Mixed" families that were participants on June 19, 1995 that do not qualify for continued assistance must be offered prorated assistance (see Chapter 11 - Recertifications). Mixed family applicants are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member, are entitled to prorated assistance.

### **PRORATED ASSISTANCE CALCULATION**

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who

actually are eligible. Calculations for each housing program are performed on the HUD 50058 form **MAXIMUM RENT**

The flat rent will be utilized as the maximum rent and will be used in the calculation of prorated resident rent for mixed families (families with one or more member who are ineligible non-citizens and not eligible for housing assistance).

The PHA will establish new flat rents at the beginning of each fiscal year (January) and will make these rents effective with annual reexamination effective March 1 and later.

### ***Q. Income Changes Resulting from Welfare Program Requirements***

See Chapter 11 - Recertification for Reduction in Welfare Benefits.

### ***R. Utility Allowance and Utility Reimbursement Payments***

If the cost of utilities (excluding telephone) is not included in the resident rent, a utility allowance will be deducted from the TTP. The utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household and not on a family's actual consumption.

If the utility allowance exceeds the family's TTP, the PHA will issue a utility reimbursement payment to the family each month. The check will be made out directly to the resident.

### **RESIDENT-PAID UTILITIES**

The following requirement applies to residents living in developments with resident-paid utilities or applicants being admitted to such developments. Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction as this is considered a serious lease violation and a violation of the public housing rules and regulations.

### ***S. Annual Rent Election***

#### **AUTHORITY FOR FAMILY TO SELECT**

The PHA will allow each family residing in a public housing unit to elect (choose) annually whether the rent paid by the family will be:

- 1) determined based on family income (income-based rent), or
- 2) the flat rent.

The PHA will provide families with sufficient information to make an informed choice. This information will include:

- How to switch the type of rent in circumstances of financial hardship, and
- The dollar amount of resident rent the family will pay under each option.



The PHA will provide both rent options for any public housing unit owned, assisted or operated by the PHA.

## **ALLOWABLE RENT STRUCTURES**

### *Flat Rents*

The PHA has established a flat rental amount for each dwelling unit in public housing that is in compliance with Public Law 113 – 76, *The Fiscal Year 2014 Appropriations Act*.

The PHA will annually set the flat rental amount for each public housing unit at no less than eighty percent (80%) of the applicable Fair Market Rent (FMR), and then reduce that amount by the applicable utility allowance. For residents currently paying a flat rent, the new flat rental amounts will be offered, as well as the income-based rental amount, at their next annual recertification.

The PHA will:

- Conduct a Rent Reasonableness study, and
- Calculate rents based on the market rental value of the unit, as determined by the rent reasonableness study.

If the flat rent, as determined by the rent reasonableness study, is at least eighty percent (80%) of the FMR, the PHA will set flat rents at the amount determined by the rent reasonableness study.

If the flat rent, as determined by the rent reasonableness study, is less than eighty percent (80%) of the FMR, the PHA will set flat rents at eighty percent (80%) of the FMR, subject to the utilities adjustment.

The PHA will place an annual cap on any increase in a family's rental payment that exceeds thirty-five percent (35%), and is a result of changes to the flat rental amount. Increases that exceed thirty-five percent (35%) of the current rent will be phased in over three (3) years.

The rental amounts will be calculated by:

- Multiplying the existing flat rental payment by 1.35 and comparing the new rental amount to the updated flat rental amount; and
- The flat rent will be adjusted downward by the Utility Allowance when allowable to ensure the rental amount does not exceed the FMR. Once the flat rental amounts are calculated, the PHA will present the two (2) rent options to the family at their next annual recertification and the family can choose whether to pay:

- the updated flat rental amount; or
- the income based rent.

The PHA shall review the income of families paying flat rent once every three (3) years. Family composition will be reviewed annually for all families, including those paying flat rent.

#### *Income-Based Rents*

The monthly TTP amount for a family shall be an amount based on the total family income as verified by the PHA that does not exceed the greatest of the following amounts:

- Thirty percent (30%) of the family's monthly-adjusted income,
- Ten percent (10%) of the family's gross monthly income, or
- The PHA's minimum rent of fifty dollars (\$50).

#### *Switching Rent Determination Methods Based on Hardship Circumstances*

If a family has elected to pay the PHA's flat rent, but faces an eligible hardship and cannot pay the flat rent, the PHA will provide the family the amount determined under income-based rent within thirty (30) days. Eligible hardships include:

- Situations in which the income of the family has decreased because of changed circumstances including loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
- An increase in expenses due to a change of circumstances in the family's expenses such as increased medical costs, childcare, transportation, education, or similar items; and
- Such other situations as may be determined by the PHA.

All hardship situations must be verified by the PHA. Once a family switches to income-based rent due to financial hardship, the family must wait until its next annual recertification to determine whether to switch back or continue paying income-based rent.

The rental policy developed by the PHA encourages and rewards employment and self-sufficiency.

Annual Recertification: At the time of annual recertification, the family will be sent a form from the PHA on which the family will indicate whether they choose flat rent or income-based rent.

## Chapter 7: VERIFICATION PROCEDURES

### INTRODUCTION

HUD Regulations require that the factors and Total Tenant Payment and Family Share be verified by the PHA. PHA staff will obtain written verification from independent sources in accordance with HUD regulations and will document tenant fields whenever third-party verifications are not available and why third party verification was not obtained.

Residents must provide true and complete information to the PHA whenever information is requested. The PHA's verification requirements are designed to maintain program integrity. This chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status and changes in family composition. The PHA will obtain proper authorization from the family before requesting information from independent sources.

#### **Electronic Signatures**

The PHA may use electronic signatures in lieu of manual signature for documents and contracts. The PHA may use electronic systems for electronic signatures including but not limited to DocuSign and SHRA Resident Portal. The use is at the option of the parties in the transaction. When using electronic signature, it is under the sole control of the person using it. Electronic signature shall have the same force and effect as a manual signature.

Requests for public records, pertaining to information regarding an assisted household, will require a release of information form with a wet signature.

#### **A. *Methods of Verification and Time Allowed***

The PHA will verify information through the five (5) methods of verification acceptable to HUD in the following order:

1. Upfront Income Verification (UIV) is income information that could be obtained through the Enterprise Income Verification (EIV) system or other system that allows a PHA direct access to verify resident income. Verifications received by direct electronic access from the source are considered Upfront Income Verification;
2. Written Third-Party Verification, which may be a document provided by the resident from the income provider or source;

3. Written Third-Party Verification Form, which is a written income verification request submitted by the PHA to the income provider or source to verify the income received by the participant;
4. Oral Third-Party Verification, which is income verified orally by phone with the income provider or source;
5. Resident Declaration (signed under penalty of perjury).

The PHA will allow up to five (5) days for return of third-party verifications, and will allow up to five (5) days to obtain other types of verifications before using the next verification method. The PHA will document the file as to the reason third-party written or oral verification was not used. The PHA will not delay the processing of a recertification beyond a reasonable and appropriate time period based solely upon a third party's failure to return the verification in a timely manner.

### **UP FRONT INCOME VERIFICATION (UIV)**

The UIV is the highest level of third-party verification.

The PHA uses a HUD-required EIV system to verify tenant-supplied information regarding earned income, Social Security benefits, Supplemental Security Income (SSI) and unemployment benefits. The EIV is an electronic independent platform that systematically and uniformly maintains income information in computerized form for a large number of individuals. EIV does not verify earned income, Social Security benefits or SSI.

If UIV information differs from tenant-supplied information by more than \$200 per month or UIV information does not exist, the PHA must request another form of verification.

- PHAs are required to use the EIV system to verify Social Security/SSI benefits of current participants and household members.
- PHAs will print the EIV Income Report and may use it to calculate the tenant rent. If the tenant provides a more recent third-party verification from the income sources, the PHA may use the amounts on that verification to calculate the tenant rent. The PHA will use the gross benefit amount to calculate annual income from Social Security benefits. EIV will not be used to verify employment income.
- If the participant disputes the EIV-reported benefit amount, the PHA will request the tenant provide a current (dated within the last sixty [60] calendar days) benefits verification letter and the PHA will request third-party verification from the income source provider. If the participant is unable to conclusively dispute the validity of the information obtained through EIV and the third-party source, the income will be attributed to the participant.
- Photocopies of social security checks or bank statements are **not** acceptable forms of verification for Social Security or SSI benefits because the dollar amount listed may not be the gross benefit amount.

The PHA will accept verifications delivered by the family (if they can be verified by other means) from agencies, including, but not limited to:

- Social Security Administration (for SSI and other Social Security programs)
- Veterans Administration
- Department of Human Assistance (welfare office)
- Employment Development Department (EDD)
- Unemployment Insurance Appeals Board
- City or County Courts
- Pharmacy (in regards to prescription drugs)
- A local, state or federal Court
- The Work Number
- State wage/income collection agency

### **Third-Party Oral Verification**

When third-party oral verification is used, PHA staff are required to complete a Certification of Document Viewed or Person Contacted Form, stating the name of the person with whom they spoke, the date of the conversation and the facts provided. If provided by telephone, the PHA must document the call.

### **Review of Resident-Supplied Documents**

The PHA will utilize documents generated by a third-party source provided by the family as a primary source if the documents provide complete information. All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents cannot be photocopied, staff reviewing the document(s) will complete a Certification of Document Viewed or Person Contacted Form or document.

The PHA will accept the following documents from the family provided that the document is such that tampering would be readily noticeable:

- Printed wage stubs; a minimum of two (2) check stubs are required
- Computer printouts from the employer
- Other documents noted in this chapter as acceptable verification

The PHA may accept faxed documents and photocopies.

If the third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy of more than \$100 a month (per income source), the PHA will utilize the third party verification.

### **Tenant Declaration**

When verification cannot be made through any of the higher forms of verification including upfront or third party, the PHA will require the tenant to complete a written tenant declaration (Affidavit) of income and sign it under penalty of perjury.

Tenant declaration means a statement written on an Affidavit form and signed under penalty of perjury. The application or the annual recertification packet may also serve as a form of self-certification as long as all adult household members sign it. The tenant may also elect to have a self-certification notarized at their expense.

## **B. Release of Information**

### HUD 9886

All adult family members will be required to sign the HUD form 9886 Release of Information/Privacy Act form and the PHA's Authorization for the Release of Information. Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission or termination of assistance. It is a family obligation to supply any information requested by the PHA and to sign consent forms requested by the PHA or HUD. It is also a family obligation that all information provided is true and correct. Falsifying or omitting any requested information or otherwise providing misleading information to the PHA may result in termination of assistance.

### Third Party Release of Information/Verification

When the form, Release of Information, is received from an outside/third-party agency, the resident must provide a wet signature.

## **C. Items to be Verified**

PHA will no longer require verification of fully excluded income such as Food Stamps (CalFresh) or Foster Care (HUD PIH Notice 2013-4) unless the family is a Zero-Income Household.

The following list includes (but is not limited to) items that must be verified:

1. All sources of income not fully excluded according to PIH 2013-4
2. Full-time student status of any and all adult students
3. Current assets including assets of \$5,000 or more disposed of for less than fair market value in the last two (2) years
4. Allowable child care expenses
5. Total allowable medical expenses of all family members in households whose head or spouse/partner is elderly or disabled
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an *adult* family
7. Disability for determination of preferences, allowances or deductions
8. U.S. citizenship/eligible immigrant status
9. Social security numbers for all family members, with the exception of those individuals who do not contend to have eligible immigration status (individuals

who may unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.

10. "Preference" status
11. Familial status or Spousal relationship
12. Verification of Reduction in Benefits for Noncompliance (ie.for Social Security/SSI benefits or welfare benefits)
13. The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying a family's request for rent reduction.
14. Legal Identity verification includes the following items:
  - a. A valid state or federally issued identification card or driver license displaying a photo of the individual, for persons at least 18 years or
  - b. Birth certificates for minors
  - c. Documents including a photo issued by the INS
15. Family Composition

#### **D. Verification of Income**

This section defines the methods the PHA will use to verify various types of income.

##### **Employment Income**

PHA verification forms may request the employer to specify the following:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next twelve (12) months
- Estimated income from overtime, tips, or bonus pay expected during the next twelve (12) months

Acceptable methods of verification include, in this order:

- Check stubs or earning statements showing the employee's gross pay, frequency of pay and/or year-to-date earnings. If check stubs are provided by the tenant, a minimum of two (2) of the most current and consecutive check stubs are required.
- A formal employment letter from the employer detailing the criteria stated above.
- Employment verification form completed by the employer
- W-2 forms and income tax return forms
- Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities

In cases where there are questions about the validity of information provided by the family, the PHA may require the most recent federal income tax statements/returns.

## Social Security, Pensions, Supplemental Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

- Upfront Income Verification (UIV) from a third party, such as EIV
- Tenant supplied documentation generated from a third-party source
- Online printout from the income source website
- Benefit verification form completed by the agency providing the benefits
- Tenant Declaration signed under penalty of perjury

## Unemployment Compensation

Acceptable methods of verification include, in this order:

- Upfront Income Verification (UIV)
- Two (2) of the most current and consecutive payment stubs or a letter generated from a third party source
- PHA verification form completed by the unemployment compensation agency. Computer report electronically obtained or in hard copy, from EDD stating payment dates and amounts
- Tenant Declaration signed under penalty of perjury

## Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

- Copy of last two (2) checks and/or payment stubs
- Copy of the most current court order
- A written accounting or other statement from a local child support agency
- Copy of a separation or marital settlement agreement or a divorce decree (court order) stating amount and type of support and payment schedules
- PHA verification form completed by payment provider
- Oral verification by staff from the Dept. of Child Support Services (DCSS), and
- Tenant declaration, signed under penalty of perjury, of amount received and of the likelihood of support payments being received in the future, or statement that support payments are not being received.

If payments are irregular, the family may be asked to provide one or more of the following:

- A printout directly from the payment source showing the payments over the last twelve months
- PHA verification form completed by parent provider
- A welfare Notice of Action (NOA) showing amounts received by the welfare agency for child support
- A written statement from an attorney certifying that a collection or enforcement action has been filed against the parent responsible for making the payments.

## Net Income from a Business



In order to verify the net income from a business the PHA, will review IRS and financial documents from the most recent year and use this information to anticipate the income for the next twelve (12) months with all schedules (including IRS 1099s, 1040s and Schedule Cs for self-employed individuals).

Some examples of financial documents a PHA may use in reviewing business income include:

- Audited or un-audited financial statements of the business
- Credit report or loan application
- Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the last six (6) months (or lesser period if not in business for six [6] months to project income for the next twelve [12] months. The family will be advised to maintain these documents in the future if they are not available.
- Tenant declaration as to net income realized from the business during previous years

### **Child Care Business**

If a resident is operating a licensed day care business, income will be verified as with any other business.

If the resident is operating a non-licensed day care operation, the PHA will require the resident to complete a form for each customer including the name of person(s) whose child(ren) is/are being cared for, contact information including phone number and email address if available, number of hours the child/ren are being cared for.

If the family has filed a tax return, the family will be required to provide it to the PHA.

If the childcare services were terminated, third-party verification may be sent to the parent whose child was cared for.

### **Recurring Gifts**

The family must furnish a self-certification form containing the following information:

- The name and contact information of the person who provides the gifts
- The value of the gifts
- The frequency (dates) of the gifts, and
- The purpose of the gifts.

### **Full-Time Student Status**

A full-time student is a person enrolled in at least twelve (12) or more units at one (1) or more educational, technical, or vocational institutions.

Any change in full-time student status must be reported within thirty (30) days of the change.

### **USE OF THIRD-PARTY VERIFICATIONS TO SUPPLEMENT UP-FRONT INCOME VERIFICATION**

The UIV replaces (to the maximum extent possible) the more time-consuming and less accurate third-party verification process of contacting individual employers identified by families or reviewing outdated income verification documents. However, third-party verification may continue to be necessary to supplement UIV. For example, when the resident disputes the data or when there is a substantial difference between resident-provided income and UIV information. The UIV should not be considered an automatic substitute for other third-party verification. Rather, UIV may supplement other verification documentation such as original, current documents provided by the applicant/resident.

### **THRESHOLD FOR SUBSTANTIAL DIFFERENCES**

The PHA has adopted HUD's established criteria for what constitutes a "substantial difference" in cases where UIV income data differs from resident-provided and/or other verified income information. HUD defines a "substantial difference" as one that is \$200 or more (per family member) per month.

UIV may alleviate the need for third-party verification when there is not a substantial difference between UIV and applicant/resident-reported income (either pay stubs or what the applicant/resident claims on the data collection sheet/recertification form).

In cases where UIV income data is NOT substantially different than resident-reported income, PHAs will follow guidelines below:

- When UIV income data is more than current resident-provided documentation, the PHA will use UIV income data to calculate anticipated annual income. This occurs only when the resident provides the PHA with documentation of a change in circumstances (e.g. change in employment, reduction in hours, etc.)
- Upon receipt of acceptable resident-provided documentation of a change in circumstances, the PHA will use resident-provided documents to calculate anticipated annual income.

### **UIV INCOME DATA THAT IS SUBSTANTIALLY DIFFERENT FROM PARTICIPANT-PROVIDED INCOME INFORMATION**

In cases where UIV income data is substantially different from resident-report income, the PHA will follow the guidelines below:

- The PHA shall request written third party verification from the discrepant income source in accordance with 24 CFR §5.236(b).
- The PHA shall review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the PHA cannot readily anticipate

income, such as in the sources of seasonal employment, unstable working hours, and suspected fraud.

- The PHA must analyze all data (UIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
- The PHA will use the most current verified income data (and historical income data if appropriate) to calculate annual income.

### **WHEN THIRD-PARTY VERIFICATIONS ARE REQUIRED**

Third-party verification is required in the following instances:

- UIV is not available
- There is a “substantial difference” between resident-provided documents and UIV verification, or
- The resident disputes the UIV data and provides supplemental supporting documentation.

### **PHA RESPONSIBILITIES FOR UTILIZING UIV SYSTEMS AND DATA**

While UIV is an excellent tool for highlighting potential income errors the PHA has the responsibility:

- To compare UIV information with participant-provided information.
- To resolve income discrepancies promptly to determine accurate resident rents based on all available information.
- To refrain from taking any adverse actions against participants based solely on computer matching information. This means the PHA will not suspend, terminate, reduce or make a final denial of assistance to any resident as a result of information produced by UIV until:
  - (a) the resident has received a notice from the PHA detailing its findings and has been offered the opportunity to contest the findings and
  - (b) either the notice period provided in applicable regulations of the program or 30 days, whichever is later, has expired.

### **Third-Party Written Verification**

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail, faxed e-mailed directly to and received directly from the source. The family will be required to sign an Authorization for Release of Information form to release the specified information.

The PHA will accept various types of income verifications, including, but not limited to those listed below. The documents must come directly from the applicant/resident or third party:

- Social Security disability or award statements,
- Veterans Administration award statements,
- IRS tax forms,
- Unemployment Compensation statements,
- Pay stubs or earning statements,
- City or County Court documents,
- Signed receipts or paid invoices for child care expenses,
- Receipts from pharmacies for prescription drugs,
- Child Support cancelled checks or award letters, and
- Receipts for medical expenses or insurance premiums.

### **NUMBER OF ATTEMPTS TO OBTAIN WRITTEN THIRD PARTY VERIFICATION**

If a response is not received from the source within five (5) business days after the PHA makes the written request, the PHA will make an attempt at obtaining third-party oral verification.

### **THIRD-PARTY ORAL VERIFICATION**

Oral third-party verifications will be used when written third-party verifications are delayed or not possible or to verify documents provided by the family. When a third-party oral verification is used, PHA staff will complete a Certification of Document Viewed or Person Contacted form stating that identity of the person, with whom they spoke, the date of the conversation, and the facts provided by the third party. The information collected through oral third-party verification shall be the same information collected on written third-party verification forms. If provided by telephone, the PHA must initiate the telephone call to the third party.

### **ACCEPTABLE PARTICIPANT-PROVIDED DOCUMENTS**

In the event that third-party written or oral verification is unavailable or after the PHA has made two (2) documented unsuccessful attempts (one (1) may be written and one (1) oral) the PHA may review the original (authentic) documents provided by the participant. All original documents should be dated within the last sixty (60) days of the interview. The PHA will make a photocopy of the original documents and maintain the copy in the participant files. The PHA will document the receipt, copy, and review of the original (authentic) documents in the resident files. Below are examples of acceptable participant-provided documents:

- Original pay stubs for the last two (2) consecutive pay periods or the equivalent of 30 days,
- Social Security Administration (SSA) benefits verification or award letter,
- Bank statements (only if over \$5,000, one (1) current bank statement for each account[e.g. checking and saving accounts]),
- Pension benefit statements,
- TANF (cash aid) award letter,

- Computer printouts from employer, or
- Other documents noted in this chapter as acceptable verification of income.

All such documents viewed, excluding government checks, need to be original documents and will be photocopied and retained in the participant file. In cases where documents are viewed but cannot be photocopied, PHA staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

#### UNTIMELY RECEIPT OF THIRD-PARTY VERIFICATIONS

Despite the PHA's best efforts to obtain third-party verifications in a timely manner, sometimes third-party verifications are returned days or even weeks after the effective date of the new rent determination. When the third-party verification is returned from sources within thirty 30 days after the effective date of the recertification, the PHA will only re-determine income when the difference between the third-party verification and the resident-provided verification is greater than \$100 per month for the entire family.

#### LATE THIRD-PARTY VERIFICATIONS THAT REQUIRE A NEW INTERIM RECERTIFICATION

The following cases will require the resident to come in for an interim recertification so the resident-provided information can be updated and compared to third-party verifications:

- In cases where a family has several sources of income and more than one (1) third-party verification arrives late and at different times, and there is a cumulative discrepancy of more than \$100 per month between the participant-provided income and the third-party verified income; and
- In the event that third-party verification is returned more than thirty 30 days after the effective date of the recertification and there is a discrepancy of more than \$100 per month between the participant-provided income and the third-party verified income.

#### SELF-CERTIFICATION/SELF-DECLARATION

Assets of less than \$5,000 are resident self-certified and do not require the collection of any bank statements except when the family is in the application process. Per HUDs Streamlining Rule, every three (3) years all assets regardless of value must be third party verified. 24 CFR §§960.259, 982.516

If self-certification reveals more than \$5,000 in assets, all asset verifications processes must be followed for each income/asset source.

#### ***B. Release of Information [24 CFR §5.230]***

All adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, adult family members will be required to sign

specific authorization forms when information is needed that is not covered by the HUD form 9886 Authorization for Release of Information/Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for review and signature.

It is a family obligation under HUD regulations to supply any information and to sign consent forms requested by the PHA or HUD. Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance.

### **C. *Items to be Verified***

The following items will need to be verified:

- All income (earned or unearned),
- Zero-income status of household,
- Full-time student status for students who are eighteen (18) years or older,
- Current assets including assets disposed of for less than fair market value in last two (2) years,
- Childcare expenses that allow an adult family member to be employed or to further his/her education or seek employment,
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled,
- Disability assistance expenses, which include only those costs associated with attendant care or auxiliary apparatus(es) for a disabled member of the family, which allow an adult family member to be employed,
- Legal identity,
- U.S. citizenship/eligible immigrant status,
- Social Security Numbers for all family members age six years and older,
- Preference status,
- Familial/marital status when needed for head or spouse definition,
- Disability for determination of preferences, allowances or deductions, and
- Completion of Community Service Requirement (unless exempt).

#### VERIFICATION OF REDUCTION IN BENEFITS FOR NONCOMPLIANCE

The PHA will obtain written verification from the county welfare agency stating the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

### **D. *Verification of Income***

This section explains the documentation the PHA will use to verify various types of income.

## EMPLOYMENT INCOME

Verification forms request the employer to specify the:

- Dates of employment,
- Amount and frequency of pay,
- Date of the last pay increase,
- Likelihood of change of employment status and effective date of any known salary increase during the next twelve (12) months,
- Year-to-date earnings, and
- Estimated income from overtime, tips, and bonus pay expected during next twelve (12) months.

In cases where there are questions about the validity of information provided by the family, applicants and program residents will be required to sign an Authorization for Release of Information from the Internal Revenue Service (IRS) for further verification of income only. The PHA will then require the most recent federal income tax statements. Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

## ALIMONY OR CHILD SUPPORT PAYMENTS

Acceptable methods of verification include, in this order:

- PHA verification form completed by payment provider,
- Verbal confirmation by payment provider,
- Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules,
- DA Child Support Hotline,
- Copy of latest check and/or payment stubs from court trustee. (PHA must record the date, amount, and number of the check),
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received, and
- Screen print from on-line service from the Department of Child Support Services.

If payments are irregular, the family must provide:

- A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules,
- A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement,
- Welfare Notice of Action showing amounts received by the welfare agency for child support,
- A written statement from an attorney certifying that a collection or enforcement action has been filed, or

- A twelve (12) months of payment history.

The regular award amount will be used if the family fails to provide the documents required above in cases of irregular child support payments.

At no time are child support payments paid by a household member considered a deduction from income (as child support payments are legal obligations and not voluntary payments).

#### NET INCOME FROM A BUSINESS

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next twelve (12) months. This also includes independent contractors (i.e ride-sharing, food delivery, web commerce, etc.).

#### ACCEPTABLE METHODS OF VERIFICATION INCLUDE:

IRS Form 1040, including:

- Schedule C (Small Business),
- Schedule E (Rental Property Income),
- Schedule F (Farm Income).
- Audited or unaudited financial statement(s) of the business,
- Credit report or loan application, and
- Family's self-certification as to net income realized from the business during previous years.

If accelerated depreciation was used on the tax return or financial statement an accountant's calculation of depreciation expense computed using straight-line depreciation rules should be provided.

Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six (6) months (or lesser period if not in business for six [6] months) to project income for the next twelve (12) months. The family will be advised to maintain these documents in the future if they are not available.

The PHA may request any of the documentation identified above regardless of the verification used.

#### RECURRING GIFTS

The family will be required to complete a third-party verification form for the provider of recurring gifts.



If the third-party form is not returned, the family must furnish a self-certification that contains the following information:

- The identity of the person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

#### ZERO INCOME STATUS

Families who report zero (0) income will be required to provide information about how they pay for their basic needs, such as food, utilities, transportation, etc. EIV will also be used to verify that families claiming zero income are not receiving income from any other sources.

Zero income families will be required to:

- Execute verification forms to determine that types of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.
- Complete the recertification process every ninety days.
- Complete a zero income form that estimates how much they spend on telephone, cable TV, food, clothing, transportation, debts, household items, and whether any of these costs are being paid by an individual outside the family (such payments are considered income).

To further verify zero income the PHA may:

- Request income information from the State Employment Development Department (EDD) and/or the Internal Revenue Service (IRS) and/or other agencies as necessary, and
- Run a credit report, as authorized by the data collection sheet signed annually.

The PHA may request credit checks for all adult members of families who report zero (0) income. Where credit reports show credit accounts open and payments current, the PHA will take action to investigate the possibility of fraud or program abuse.

If the family's expenses exceed their known income, the PHA will make inquiry of the head of household as to the nature of the family's accessible resources.

#### FULL-TIME STUDENT STATUS

Only the first four hundred-eighty dollars (\$480) of the earned income of full-time students eighteen (18) years of age or older, other than head or spouse, will be counted toward family income. Financial aid, scholarships, and grants paid directly to the full time student or to the educational institution are not counted toward family income. However, there

may be exceptions such as income that is paid directly to another entity for housing (24 CFR §5.609 addresses exclusions from income).

Verification of full time student status includes:

- Written verification from the registrar's office or other school official,
- School records indicating enrollment for a sufficient number of credits to be considered a full-time student by the educational institution, and
- Financial aid awards.

### ***E. Income from Assets***

The PHA is responsible for verifying all assets to determine the amount of income produced by these assets: Assets include, but are not limited to, checking accounts, savings accounts, stocks, bonds, interest income and dividends.

The PHA recognizes that it is not always cost effective to incur bank verification fees or use PHA staff time to facilitate third-party verifications for checking and savings accounts. In these cases, checking and savings account balances under \$5,000 will require third-party verifications from financial institutions of all family assets upon admission to the public housing program and at least every three (3) years thereafter.

Verification procedures will be performed on all sources if the self-certification reveals assets greater than five thousand dollars (\$5,000).

If assets are declared to be over five thousand dollars (\$5,000), checking and savings accounts, stocks, bonds, crypto currency, real estate, interest income and dividends will be verified in the following order by:

- PHA verification forms completed by the financial institution.
- Verbal confirmation of information from the financial institution,
- Account statements, passbooks, certificates of deposit (CDs),
- Broker's statements showing value of stocks or bonds and the earnings credited to the family. Earnings can be obtained from current newspaper quotations or broker's verifications (oral written), and
- IRS Form 1099 from the financial institution provided that the PHA must adjust the information to project earnings expected for the next twelve (12) months.

### **Interest Income from Mortgages or Similar Arrangements**

- A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next twelve (12) months. (a copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown),
- Amortization schedule showing interest for the twelve (12) months following the effective date of the certification or recertification.

#### NET RENTAL INCOME FROM PROPERTY OWNED BY FAMILY

- IRS Forms 1040 with Schedule E (Rental Income),
- Records from the property management company handling the rental property,
- Copies of most receipts, leases, or other documentation of rent amounts,
- Documentation of allowable operating expenses of the property (e.g. tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense), and
- Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income from the property.

#### ***F. Verification of Assets***

##### **CURRENT MARKET VALUE**

The PHA will require the information necessary to determine the current cash value of the family's assets (the net amount the family would receive if the asset were converted to cash). The following are examples the PHA will use to determine current cash value of assets:

- Verification forms, letters, or documents from a financial institution or broker (including copies of closed documents),
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker,
- Quotes from a stockbroker or realty agent as to the net amount the family would receive if they liquidated securities or real estate,
- Real estate tax statements if the approximate current market value can be deduced from assessment,
- Financial statements for business assets,
- Copies of closing documents showing the selling price and the distribution of the sales proceeds,
- Appraisals of personal property held as an investment, and
- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes,

##### **Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Prior to Effective Date of Certification or Recertification:**

For all certifications and recertifications, the PHA will obtain the family's certification as to whether any member has disposed of assets for less than FMV during the two (2) years prior to the effective date of the certification or recertification.

If the family self-certifies that they have disposed of assets for less than (FMV), the PHA requires verification (or self-certification) setting forth: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the FMV of the assets at the time of disposition. Third-party verification will be obtained whenever possible.

## **G. Verification of Allowable Deductions from Income**

### CHILDCARE EXPENSES

Non-reimbursable childcare expenses for children under thirteen (13) years of age shall be deducted from annual income if they enable a family member to actively seek employment, to be employed, or to further their education to comply with federal law.

For disabled children thirteen (13) years of age and older refer to the section titled Allowances for Disability Assistance Expense.

In the case of a child attending private school, only before or after-hours care can be counted as childcare expenses.

Childcare expenses must be reasonable. "Reasonable" expenses are determined by what the average allowance expense rates are in the PHA's jurisdiction.

Allowing deductions for childcare expenses is based on the following guidelines:

- Childcare to work: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- Childcare for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one-hour travel time to and from school).
- Amount of Expense: The PHA may survey the local care providers in the community and use other surveys to determine what is reasonable. The PHA will use the collected data as guidance. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.

When the person who is enabled to work is a person with disabilities who receives the Earned Income Disregard (EID) or is a full-time student whose earned income above \$480 is excluded, child care costs related to enabling the family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000, but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

The PHA will require the family to provide verification of childcare expenses. Such verification may include but is not limited to:

- Copies of cancelled check or money order receipts from a childcare service;

- Receipts from an unlicensed childcare provider that has been third-party verified by a PHA employee; or
- Receipts, letters, or a printout from a licensed agency providing the childcare service.

Verifications must specify the child care provider's name, address, telephone number, Social Security number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid. The verification must account for school and vacation periods.

A family must certify as to whether any of those payments have been or will be paid or reimbursed by outside sources.

#### UNREIMBURSED MEDICAL EXPENSES (24 CFR §5.611(a)(ii))

Families who claim unreimbursed medical expenses will be required to submit a certification as to whether such expenses have been, or will be, reimbursed by an outside source (e.g. medical insurance). In order to verify whether the expense qualifies as an unreimbursed medical expense, all documentation required to grant the medical expense deduction(s) must be presented to the PHA prior to the deduction being granted. If the documentation is not presented to the PHA prior to the effective date of recertification, any unverifiable medical expense deductions will not be granted and the recertification will be deemed complete. The family may still produce additional information regarding their medical expenses so a deduction may be granted through an interim recertification. The PHA will use one or more of the methods listed below to verify all claimed unreimbursed medical expenses:

- Written verification by a medical professional (within their professional field), hospital or clinic personnel, dentist, pharmacist, of
  - (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and
  - (b) extent to which those expenses will be reimbursed by medical insurance or a government agency (e.g. the Department of Developmental Services [DDS] for individuals with developmental disabilities);
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family;
- Written confirmation from the Social Security Administration (SSA) of Medicare premiums to be paid by the family over the next twelve (12) months. (a computer printout will be accepted);
- Receipts, cancelled checks, or payment stubs that verify past medical costs or past insurance expenses that is likely to be incurred in the next twelve (12) months;
- Copies of payment agreements or the most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months;

- Receipts or other records of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. The PHA may use this approach for "general medical expenses" such as non-prescription medication and other items, as prescribed by a physician, and regular visits to doctors or dentists, but not for one-time, non-recurring expenses from the previous year, and
- The PHA will use mileage, at the IRS rate, cab fare, bus fare, toll payments, or other public transportation costs to verify the cost of travel directly related to medical treatment. In cases involving monthly travel passes where trips are unlimited during the time period covered by the pass, the PHA will calculate the actual amount of monthly trips the individual has taken for purposes of medical treatment (or the cost of the monthly pass, if this amount is the lower of the two).

#### Attendant Care:

- The PHA verification form must be completed by provider.
- The attendant's written certification of payments received from the family, frequency of payment receipt, and number of hours of care provided; and
- Certification of family and attendant and/or copies of canceled checks family used to make payments.

#### Auxiliary Apparatus:

- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus(es), and
- In situations in which the person with disabilities is employed, a statement from his or her employer that the auxiliary apparatus is necessary for employment.

## ***H. Verifying Non-Financial Factors***

### VERIFICATION OF LEGAL IDENTITY

In order to prevent program abuse, the PHA requires applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Birth Certificate, naturalization papers accompanied by state or federal photo identification,
- Current, valid driver's license, or state identification card
- U.S. military discharge (DD 214),
- U.S. passport, and/or
- Department of Human Assistance (DHA) Identification Card accompanied by state or federal photo identification.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Birth Certificate,
- Adoption papers,
- Court-ordered custody agreement,
- Driver's license,
- U.S. Passport, or
- **Naturalization paperwork**

#### FAMILIAL RELATIONSHIPS

Self-Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. The following verifications will be required if certification is insufficient:

##### Verification of relationship

- Official identification card showing name, or
- Birth certificate.

##### Verification of guardianship:

- Court-ordered Letters of Guardianship,
- Notarized affidavit/statement from the child(ren)'s parent(s),
- Verification from social services agency, or
- School records.

##### Verification of Marital Status

- Certificate of Marriage
- Divorce Decree
- Court Records.

#### VERIFICATION OF PERMANENT ABSENCE OF FAMILY MEMBER

If a family member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

- Petition for divorce,
- Petition for legal separation,
- Order of protection/restraining order (including a move-out order) obtained by one family member against another,
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement,
- Statements from other agencies such as social services agencies that the adult family member is no longer living in the household,

- If the family member is incarcerated, a document from the court or correctional facility should be obtained stating how long he or she will be incarcerated, or
- If no other proof can be provided the PHA will accept a self-certification from the head of household or the spouse or co-head if the head of household is the absent member.

#### VERIFICATION OF CHANGE IN FAMILY COMPOSITION

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, postal verification and other sources.

#### VERIFICATION OF DISABILITY

In order to verify a family member's disability, the family member may provide the PHA with proof of benefit payments from the Social Security Administration (SSA) in the form of Supplemental Security Income (SSI) based on disability or Social Security Disability Insurance (SSDI). Additionally, the family member with the disability may provide the PHA with proof that he or she qualifies as an individual with a developmental disability under California Welfare and Institutions Code §4500 et. seq. (the Lanterman Act) and is a consumer of a regional center funded by the California Department of Developmental Services (DDS). The individual with the disability may also provide verification of his or her disability from an appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format. Receipt of a VA letter stating that the Veteran receives "Service Connected Disability" will also suffice as verification of a disability.

#### VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS (24 CFR §§ 5.508, 5.510, 5.512, 5.514)

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Ineligible family members have either been declared ineligible, or elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

The PHA will not require citizens to provide documentation of citizenship. However, U.S. citizens or naturalized citizen are required to sign an affidavit under penalty of perjury stating that they are U.S. citizens.

Eligible immigrants who were residents and were age sixty-two (62) or over on June 19, 1995 are required to sign a declaration of eligible immigration status and provide proof of age.



Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which the PHA will photocopy (front and back) and return to the family. The PHA verifies the status through the Systematic Alien Verification or Entitlements (SAVE) Program through the U.S. Citizenship and Immigration Services (USCIS) agency. If this primary verification fails to verify status, within ten (10) days the PHA must request the USCIS conduct a manual search to ascertain immigration status.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse. In cases where the ineligible family member is the head of household and no other adults are in the home, their signature will suffice.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully must provide their student visa. Furthermore, their status will not be verified and they do not sign a declaration. Instead, they will be listed on the statement of ineligible household members.

#### **FAILURE TO PROVIDE**

If an applicant or resident family member fails to sign the required declarations and consent forms or fails to provide the PHA with required documents, they must be listed as an ineligible member. If the entire family fails to provide and sign required documents, the family may be denied or terminated for failure to provide required information.

#### **TIME OF VERIFICATION**

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other eligibility factors so the PHA can make a final eligibility determination. For family members added after other members have been verified, the verification occurs at the interim recertification, after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

#### **EXTENSIONS OF TIME TO PROVIDE DOCUMENTS**

The PHA will grant an extension of thirty (30) days for families to submit evidence of eligible immigrant status.

#### **ACCEPTABLE DOCUMENTS OF ELIGIBLE IMMIGRATION STATUS**

The HUD regulations state that only the following documents are acceptable unless changes are published in the Federal Register:

- Resident Alien Card (I-551),

- Alien Registration Receipt Card (I-151),
- Arrival-Departure Record (I-94) – only acceptable if annotated or along with other court or INS/USCIS documents per 24 CFR §960. 200
- Temporary Resident Card (I-688), which must be annotated Section 245A or Section 210,
- Employment Authorization Card (I-688B), which must be annotated Provision of Law 274a.12(11) or Provision of Law 274a.12, or
- Receipt issued by the INS/USCIS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents related to U.S. citizenship/eligible immigrant status must be maintained by the PHA for five (5) years.

#### VERIFICATION OF SOCIAL SECURITY NUMBERS (24 CFR §5.216)

All applicants and persons who are later added to the household are required to disclose their social security numbers, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). In most instances, these individuals would not be eligible for a SSN.
  - a) A family which consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.
  - b) When a family consists of two or more household members, at least one of who has eligible immigration status, is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR §5.520. The PHA may not deny assistance to mixed families due to nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.
- b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid. PHAs may confirm HUD's validation of the participant's SSN by viewing the household's Summary Report or the Identity Verification Report in the EIV system.
- c. Existing program participants as of January 31, 2010, who are sixty-two (62) years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

#### *SSN Documentation:*

Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA,

- b. An original SSA-issued document, which contains the name and SSN of the individual, or
- c. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

*Individuals without an assigned SSN:*

Some individuals do not have a SSA-assigned SSN. The following are some examples of individuals without a SSN:

- a. Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth),
- b. Non-citizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA confirmation of the individual's DHS documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance benefits that they already have qualified for). or
- c. Non-citizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN).

The PHA will require citizens and lawfully present noncitizens who state that they have not been assigned a SSN by the SSA, to sign a written declaration of such a status under the penalty of perjury and submit the signed declaration to the PHA. The PHA will maintain the declaration in the resident file.

The PHA will use the Alternate ID (ALTD ID) generator within the Public and Indian Housing information Center (PIC) to generate a unique identifier for those individuals who do not have or are unable to disclose a SSN.

Once an individual discloses a SSN, the PHA will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within thirty (30) calendar days of receipt of the SSN.

*Rejection of Social Security Number Documentation:*

The PHA may reject documentation of the SSN provided by the applicant or participant only for the following reasons:

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

The PHA will explain to the applicant or participant, the reason(s) the document is not acceptable and request that the individual obtain acceptable documentation of the SSN and submit it to the PHA within a specified time frame.

**Addition of a New Household Member:**

When a participant requests to add a new household member to the family who is six (6) years of age or under and has an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced below at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition.

Acceptable evidence of the SSN consists of:

- An original SSN card issued by the SSA;
- An original SSA-issued document, which contains the name and SSN of the individual; or
- An original document issued by a federal, state, or local government agency, that contains the name and SSN of the individual

If the family is unable to provide the required documentation of the SSN, the PHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member, who is under the age of six (6) and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in HUD Notice PIH 2012-10(HA) Section 6, within ninety (90) calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within ninety (90) calendar days, the PHA will grant the family an additional ninety (90)-day period to comply with the SSN disclosure and documentation requirement, if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The PHA should generate an ALT ID as referenced in Section 10 of HUD Notice PIH 2012-10 (HA). Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the assistance, tenancy, or both of the entire family.

***Penalties for Failure to Disclose and/or Provide Documentation of the SSN:***

The following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

- a. Applicants: The PHA must deny the eligibility of an applicant if they (including each member of the household required to disclose their SSN) does not disclose a SSN and/or provide documentation of such SSN. .

Applicants to the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals, under 24 CFR Part 882, may be admitted to the program without providing the requested documentation (prior to or at admission). However, the individual must provide the PHA with such documentation within ninety (90) calendar days from the date of admission. (The PHA may grant the individual one ninety (90)-day extension, at its discretion, if it determines that the individual's failure to comply with the SSN documentation requirement was due to unforeseen circumstances and was outside the control of the family.) If upon the expiration of the provided time period, the individual fails to comply with the SSN disclosure and documentation requirements, the PHA must terminate the tenancy or assistance, or both, of the individual.

- b. Participants: The PHA will terminate the assistance of the entire household if each member of the household required to disclose their SSN does not disclose their SSN and provide the required documentation.

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

1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.

If the family is unable to comply with the requirements by the specified deadline, the PHA must terminate the housing assistance of the entire family.

Social Security numbers must be provided as a condition of eligibility for all family members. Verification of Social Security numbers will be done through a Social Security card issued by the Social Security Administration.

If a family member cannot produce a Social Security card, only the documents listed below showing their Social Security number may be used for temporary verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security card information provided is/are complete and accurate:

- Verification of benefits or SSN from Social Security Administration,
- Identification card issued by a federal, state or local agency,
- Identification card issued by Medicare/Medicaid, or
- Benefit award letters from government agencies.

The adult family member will need to apply for and supply an actual social security card within ninety (90) days of the temporary verification. New family members six (6) years of age and older will have and make available their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

When a participant requests to add a new household member who is under the age of six (6) and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in Section 6 of HUD Notice PIH 2012-10 (HA) within ninety (90) calendar days of the child being added to the household.

If an applicant or resident is able to disclose the Social Security number but cannot meet the documentation requirements, they must sign a certification to that effect provided by the PHA. The applicant/resident or family member will have an additional sixty (60) days to provide proof of the Social Security number. If they fail to provide this documentation their application or assistance will be terminated.

In the case where an individual is at least sixty-two (62) years of age, the PHA may grant an extension for an additional sixty (60) days (for a total of one hundred twenty [120] days). to provide the required documentation. If, at the end of this time period, the elderly individual has not provided this documentation, the individual's assistance will be terminated.

If the family member states they have not been issued a Social Security number, the family member will be required to sign a certification to this effect.

### ***I. Verification of Waiting List Preferences***

The Waiting List preferences will be verified prior to determination of eligibility (see. Chapter 4 – Resident Selection and Assignment Plan for preferences).

### ***J. Involuntary Displacement: By Disaster, Government Action, or Inaccessibility***

Families who claim they are being or have been displaced due to a natural disaster, government action, or inaccessibility are required to provide written verification by the displacing unit or agency of government, or by a service agency such as the Red Cross.

***K. Verification of Suitability for Admission***

- Refer to Chapter 2 – Eligibility for Admission.

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## **Chapter 8: TRANSFER POLICY**

### **INTRODUCTION**

Transferring of families from one public housing unit to another is costly both to the PHA and the families. However, it is the policy of the PHA to permit residents to transfer within or between housing developments when it is necessary to comply with occupancy standards or when it will help accomplish the affirmative housing goals of the PHA. The transfer policy will be carried out in a manner that does not violate residents' fair housing or civil rights.

All transfers (voluntary and involuntary) in which the family owes a balance to the PHA will require a payment agreement between the PHA and the family (and must be signed by all adult household members and the PHA). These types of debts owed to the PHA by families may include debt owed to the PHA (back rent, maintenance charges, move-out charges, fire damage, late fees, etc).

The PHA will consider a request to transfer as a reasonable accommodation for a person with a disability.

### **A. *Involuntary (Mandatory) Transfers***

#### **DIFFERENT-SIZED UNIT**

The PHA may require the resident to transfer to a different-size unit if the resident's family composition changes or other good cause exists for the PHA to make the transfer. The PHA will collect a new deposit in the amount in effect at the time. However, when a family requests a pre-move out inspection and, based on that inspection, the PHA expects that all or substantially all of the security deposit will be refunded to the family, a new deposit will not be required. In that case the PHA will transfer the balance of the existing deposit to the new unit and family will be responsible for paying the remaining deposit balance (if any) at move-in time. The PHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list which will be reviewed for need-based transfers prior to offering a unit to a family in the wait pool.



## **OUT OF AN ACCESSIBLE UNIT**

The PHA may require a non-disabled resident to transfer from a disabled-accessible/adaptable unit to a unit that is not disabled-accessible/adaptable, when a family needs the unit with the modifications. The resident's deposit will be transferred to the new unit and the PHA will pay for moving expenses (also refer to Chapter 4 – Resident Selection and Assignment Plan).

## **EMERGENCY TRANSFERS**

The PHA will authorize an emergency transfer for a participant family if the resident's unit has been damaged by fire, flood, or other causes to such a degree that the damages are hazardous to life, health or safety and the unit is not habitable. In these cases, only one unit that is appropriate in size and/or accessibility may be available. Therefore, the family will be required to move without a second unit offer.

Damages caused by negligence of the resident, their household members, or guests, which are beyond normal wear and tear will be charged to repair such damage, along with all moving expenses. In addition, the household may also be subject to eviction from public housing.

## **SPECIAL CIRCUMSTANCES TRANSFERS**

The PHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

- The resident's unit is being modernized or significantly remodeled<sup>1</sup>,
- The PHA determines it is necessary to rehabilitate, demolish, or sell the resident's unit (if a sale, the resident may have an opportunity to purchase the home after renovation)<sup>2</sup>, or
- The PHA has a need, at the discretion of its Director, to transfer the household to another unit and the resident voluntarily agrees to such transfer.

Residents will not be required to pay a new security deposit for special circumstances transfers except when the transfer is due to uninhabitability of the unit caused by the resident (e.g. due to the resident's poor housekeeping practices). If a resident's unit becomes uninhabitable, and he or she is responsible for the damages, the resident will be required to pay a security deposit when transferring to a new unit. When a resident is required to transfer to another unit due to uninhabitability of the current unit, and the damages are not the resident's fault, he or she will be allowed to transfer with the current security deposit. However, if the uninhabitability of the unit was caused due to damage by the resident, they will be required to reimburse the PHA for the costs of

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<sup>1</sup> Please see 42 United States Code (USC) Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs. 42 USC §§ 4621-4638 provides for Uniform Relocation Assistance to individuals displaced as a result of “programs or projects undertaken [...] with Federal financial assistance [...] caused by [...] rehabilitation, demolition, code enforcement, and acquisition[.]” (See also 24 CFR Part 42 and 49 CFR Part 24.

<sup>2</sup> *Id.*

repairs. Failure to do so is equivalent to refusing a unit offer and will result in termination of the lease.

In the case of involuntary (mandatory) transfers, the resident shall be required to move into the unit that is made available, after two offers by the PHA. The unit options may not be offered in quick succession to each other, as offers are based on availability of suitable units. The resident shall be given thirty (30) days Notice of Lease Termination in this situation. The PHA may terminate the resident's lease if they refuse to move.

### **Appropriate Notice for Transfers**

Residents who have submitted transfer requests will be provided with a referral letter stating that a unit meeting their needs has become available for transfer. The resident will have ten (10) business days to place a deposit on the unit, sign the appropriate paperwork, and move into the new unit. The PHA will consider mitigating circumstances if the resident requires more time to complete the transfer. All current public housing residents will be required to sign a Transfer Addendum, and new residents will sign a Transfer addendum at move-in.

Involuntary transfers for reasons other than safety or rehabilitation are subject to the *Grievance Policy & Procedure (see Chapter 13 – Complaints, Grievances & Appeals)* ). Transfers will be delayed until such time as the grievance request has expired or the grievance process has been completed.

College students temporarily home due to the COVID-19 pandemic or other states of emergency causing school closures and/or remote education, may visit for longer than ninety (90) days without being considered a member of the household. When the pandemic or state of emergency is lifted they will have thirty (30) days from the date of the release to vacate the unit or they will be considered members of the household.

### **B. Voluntary Transfers**

The PHA will consider resident requests for voluntary transfers in accordance with the priorities noted in Section C below. Residents must complete a *Transfer Request* form and provide documentation in support of the request.

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory (involuntary) transfer, the transfer list will be reviewed for other families desiring a (voluntary) transfer.

A family may be eligible to transfer for valid and certifiable reasons such as enabling the family:

- To live within fifteen (15) miles of the place of employment of at least one family member, after the employed family member has completed the employer's new-hire probationary period.

- To live within fifteen (15) miles of the school or job training program that at least one adult member of the family is attending on a full time basis, after proof of registration is received.
- To live within fifteen (15) miles of a day care provider for the children of a working parent.
- To be protected from a domestic violence situation (this may also qualify as a special circumstances transfer if it is prioritized as an emergency situation). Please see Chapter 17 for information on Involuntary Transfers.
- To split households due to either marital or partnership dissolution. The PHA will only acknowledge splitting the household when both parties were part of the initial application.

If the resident makes a written request for special unit features to accommodate a documented disability, the PHA will make reasonable modifications to the resident's existing unit. However, if the cost and extent of the modifications needed are exorbitant to those required for a fully accessible unit, the PHA may transfer the resident to another unit containing the requested modifications (e.g. grab bars installed in bathrooms).

Examples of voluntary transfers for reasonable accommodation may include, but are not limited to:

- To live within fifteen (15) miles of a required medical treatment center.
- To move from an upstairs to a downstairs unit for medical or accessibility reasons (e.g. use of a walker or wheelchair for an individual with mobility impairments).

Prior to approval of voluntary transfers the resident, except for emergencies or medical hardship, resident must be in good standing with the PHA according to the following additional qualifying criteria:

- Rent (and payment agreements) must be current and paid in full;
- Other charges (and payment agreements) must be current and paid in full,
- Interims and annual recertifications must be current,
- Resident must have at least twenty-four (24) months of residency
- There must be no unresolved lease violations or an eviction pending.

The PHA prohibits residents to transfer from one unit to another within the same building or development. Transfers are allowed when the move is;

- A reasonable accommodation for a family member with a disability, or
- When the move is mandatory per the request of the PHA.

The PHA policy is not to grant a transfer request solely to accommodate neighbors who cannot get along. An exception to this policy may only be granted by the Portfolio Manager with approval from the Director of Public Housing.

The PHA retains the right to suspend voluntary transfers. Resident shall be responsible for a new security deposit and their own moving expenses for all approved voluntary transfers.

### **C. Reasonable Accommodation Transfers**

The PHA will provide reasonable accommodations for participants who have verified disabilities so they may receive equal opportunity to access program benefits or to reach the same level of opportunity as residents without disabilities. If a resident makes a written request for special unit features in support of a documented disability and there is a nexus between the requested accommodation and the disability the PHA will make reasonable accommodations to modify the resident's existing unit. When the cost and extent of the modifications requested pose an undue financial hardship, the PHA may transfer the resident to another unit, with the features requested, at the PHA's expense. Note: while the PHA would prefer reasonable accommodations requests to be in writing, verbal requests for reasonable accommodations will also be considered (see Chapter 20 - Reasonable Accommodation Policy).

The PHA will fully comply with the obligations found in all HUD PIH Notices, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA); the Architectural Barriers Act of 1968, and the Fair Housing Act and subsequent amendments thereto. To request a reasonable accommodation due to a disability, an applicant or participant must qualify under the following ADA definition of an individual with a disability, which is someone who has:

- A physical or mental impairment that limits that individual's ability to participate in major life activities (e.g. working),
- Having a record of such impairment, or
- Being regarded as having such impairment.

Examples of reasonable accommodation transfers may include, but are not limited to:

- To live within fifteen (15) miles of a required medical treatment center.
- To move from an upstairs to a downstairs unit for medical or accessibility reasons

Notwithstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for low-income housing solely on the basis of any current drug use or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist even if they stopped abusing drugs or alcohol.

### **D. Transfer Waiting List**

The Transfer Waiting List will be maintained by date of approval in rank order by:

- Displacement due to federal action (24 CFR 5.420)
- Emergency (including VAWA transfers),
- Medical hardship,
- Household over-housed or under-housed (unit too large or small), and
- All other reasons.

Families on the Transfer Waiting List will be offered two (2) units. If the family refuses both units and the transfer is a voluntary transfer, the family will be removed from the transfer list unless the PHA determines that the refusal was made for good cause. The family will have to wait twenty-four (24) months before reapplying for a transfer. If the move is a required move and the resident refuses the two units offered for other than good cause the lease will be terminated. The PHA reserves the right to make the final determination on all non-mandatory transfers.

#### **TRANSFER VACATE CHARGES**

Residents with approved transfers are allowed three days of overlap between the unit transferred from and the unit transferred to. The resident will sign an agreement that will specify that the keys to the former unit must be returned within three (3) calendar days or the resident will pay a \$25.00 daily storage fee. On the fourth (4<sup>th</sup>) day following the transfer date, PHA will issue a Notice of Belief of Abandonment and will continue charging a \$25.00 daily fee until unit keys are surrendered and/or the notice expires, whichever occurs first.

Where personal property (e.g. vehicles) remains on the premises after a tenancy has terminated and the premises have been vacated by the resident, the PHA will give written notice to the resident the landlord reasonably believes to be the owner of the personal property.

The notice shall advise the person to be notified that reasonable costs of storage may be charged before the property is returned, where the property may be claimed, and the date before which the claim must be made. The date specified in the notice shall be a date not less than fifteen (15) days after the notice is personally delivered or, if mailed, not less than 18 days after the notice is deposited in the mail.

The resident will be responsible for damages beyond normal wear and tear to the unit from which the resident was transferred, in accordance with the *Schedule of Fees and Charges* and state law, which may include prorated charges for painting and cleaning. If a resident transfers to another dwelling unit operated by the PHA, the lease shall terminate for the old unit and a new lease shall be executed for the new dwelling unit.

Any debt incurred by the resident while he or she occupied the former rental unit will transfer to the lease of the new rental unit.

### **GOOD CAUSE CRITERIA FOR RESIDENT DENIAL OF VOLUNTARY TRANSFER**

If the resident has refused an approved voluntary transfer request, they will be removed from the transfer list unless the PHA determines that the refusal was made for good cause.

Good cause may include, but not be limited to, the following:

- The new unit is more than fifteen (15) miles from the place of employment of at least one (1) member of the family; and the employed family member has completed the employer's new-hire probationary period.
- The new unit is more than fifteen (15) miles from the school or job training program that at least one adult member of the family is attending.
- Travel to the doctor or other healthcare provider from the new unit would create a hardship for an elderly or disabled member of the family.
- To accommodate a minor student who is enrolled in their school of origin.

To accommodate a minor student who is enrolled in their school of origin.

The hearing requirements described in Chapter 13 – Complaints, Grievances and Appeals, are applicable to participating families who disagree with an action, decision, or inaction of the PHA regarding transfers.

## Chapter 9: LEASING (24 CFR §966.4)

### INTRODUCTION

It is the PHA's policy that all units be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations (see 24 CFR Part 966). This chapter describes pre-leasing activities and the PHA's policies pertaining to lease execution, security, other charges, and additions to the public housing leases.

#### **A. Lease Terms and Conditions**

The following terms and conditions of occupancy are made a part of the *Lease*.

### LEASE REQUIREMENTS

The initial term of the lease is twelve (12) months. The lease will renew automatically for twelve (12)-month terms unless there has been a change in household composition relating to the addition or deletion of an adult family member and except for noncompliance with the community service requirements, as described in Chapter 15 – Community Service & Self-Sufficiency.

### PROVISION FOR MODIFICATION

Changes to the public housing lease, other than changes in the resident's rent amount, shall be by written addendum signed by both the PHA and the resident. Additional information, including but not limited to, this *Admissions and Continued Occupancy Policy (ACOP)*, *Schedule of Fees and Charges*, *Schedule of Utility Allowances*, *Grievance Procedure*, etc. are all incorporated into the lease by reference and may be changed from time-to-time by the PHA. Resident will be given thirty (30) days written notice setting forth the proposed changes and, the reasons for the changes. The notice will also provide the resident with an opportunity to make written comments regarding the proposed changes.

### THE PHA'S OBLIGATIONS

- To maintain the premises and the property in decent and safe condition.
- To comply with the requirements of applicable building and housing codes and HUD regulations materially affecting health and safety.
- To make necessary repairs to the premises, including those necessary to comply with HUD's inspection standards.
- To keep property buildings, facilities and common areas, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition.
- To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators supplied or required to be supplied by the PHA (excluding

consumable or disposable items that disintegrate over a period of time by use of the resident).

- To provide and maintain appropriate receptacles and facilities for the deposit of garbage and other waste removed from the premises by the resident.
- To supply running water, reasonable amounts of hot water, and heat at appropriate times of the year, except where heat or hot water is within the exclusive control of the resident.
- To notify the resident of the specific grounds for any proposed adverse action by the PHA such as proposed lease termination, transfer of resident to another unit or imposition of charges for maintenance or repair.

#### THE RESIDENT'S OBLIGATIONS (INCLUDING HOUSEHOLD MEMBERS AND GUESTS):

- Each approved family member listed on the HUD 50058 form must live in the unit and the unit must be the resident's only place of residence.
- Residents must pay rent or other charges due under the lease (e.g., maintenance charges and late charges [see *Schedule of Fees and Charges*] Note: Unless the resident states otherwise, payments are applied as follows: Security Deposit, Monthly Rent, Maintenance Charges, Recovery of Attorney Fees, and Other Charges.
- Residents must not assign the lease or sublease all or any room of the unit. Any attempt to assign or sublease the dwelling unit shall void the lease.
- Resident must not provide accommodations for boarders or lodgers.
- Residents must use the dwelling as identified on the *Data Collection Sheet addendum* to the lease.
- Residents must not use the dwelling unit or permit its use for any other purpose, including mailing, for any persons not listed on the lease (residents may not allow non household members to use the unit as a "mailing address" for any reason [e.g. registration or licensing of vehicles with the DMV or use on a drivers license or identification card issued by the DMV]).
- Residents must pay charges, within thirty (30) days, for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the conduct of the resident, household members, or guests. Charges not paid within thirty (30) days or charges to the resident for damage to the property related to fire, flood, or other occurrence that puts the charge beyond the resident's ability to pay within thirty (30) days will be subject to a repayment agreement between the resident and the PHA. The term of the repayment agreement will not exceed twelve (12) months unless the PHA agrees to extend the term. If the charges are for damages caused by resident requiring transfer to another unit, the repayment agreement will become an addendum to the new lease.
- Rent is due and payable in advance no later than the first day of each month. Allocating a grace period, any rent received after the fifth day of each month will be considered delinquent and will be subject to a late charge (see *Schedule of Fees and Charges*). Being delinquent in the rent payment more than four (4) times during the twelve (12) month term of the lease shall constitute a



- material breach of the lease and subject the resident to lease termination. When any such delinquency is outside the control of the resident and is documented by the resident to the satisfaction of the PHA, this will not apply.
- Residents must abide by PHA *House Rules* for the benefit and well-being of the housing development and other residents.
  - Residents shall abide by housekeeping standards set forth by the PHA, per lease addendum.
  - Residents must comply with all obligations imposed by applicable building and housing codes materially affecting health and safety.
  - Residents shall maintain the dwelling unit and other areas (e.g. patios) assigned to the resident for the resident's exclusive use in a clean, safe, and sanitary condition.
  - Residents must dispose of all garbage and other waste from the dwelling unit in a sanitary and safe manner.
  - Residents shall use all electrical, plumbing, heating, ventilation, air conditioning, elevators, and other facilities and systems in the development buildings and common areas in a reasonable manner .
  - Residents must refrain from scattering garbage, destroying, defacing, damaging, or removing any part of the dwelling unit or development.
  - Residents must conduct themselves and ensure that their household members and guests in the dwelling unit or in the common area of the development with the resident's consent, in a manner which will not disturb other residents' (including those who are not residents of low-rent public housing) peaceful enjoyment of their housing and which will be conducive to maintaining the development in a decent, safe, and sanitary condition.
  - Residents must report any incarceration, parole, probation, or criminal conviction of any adult member of the household that occurred after admission to the public housing program to the PHA.

RESIDENTS MUST ASSURE THAT NO MEMBER OF THE HOUSEHOLD OR THEIR GUESTS ENGAGE IN:

- Any harassing activity or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents, the PHA management staff working or residing on the premises, or by persons residing in the immediate vicinity of the premises,
- Any drug-related or violent criminal activity on or off the premises. For the purposes of the public housing lease, the term "drug-related criminal activity" means the illegal possession, manufacture, sale, distribution, use or possession of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug (24 CFR §5.100), or
- Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

ADDITIONAL RESIDENT OBLIGATIONS:

The resident agrees not to do any of the following in the dwelling unit without first obtaining the PHA's written permission:

- Operate a business , (unless the business is a family daycare home that serves six (6) or fewer children, in which case the resident agrees to notify the PHA in writing thirty (30) days prior to commencement of the operation of the family daycare home). When the resident wishes to operate a family daycare home which serves (7) or more children, the resident must obtain the PHA's prior permission. Where the PHA's permission to operate a business is required, the PHA's permission may be revocable at any time.

The resident acknowledges and agrees that written permission from the PHA to do any of the above does not diminish or abrogate the resident's obligation to abide by all provisions of the lease, attachments to the lease or this ACOP.

- Dismantle, change or remove any part of the PHA owned appliances, fixtures or equipment,
- Paint or install wallpaper or contact paper in the unit,
- Attach awnings or window and door security bars,
- Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds,
- Attach any shelves, screen doors, or other permanent improvements,
- Install or alter carpeting, resurface floors or alter woodwork,
- Install washing machines or dryers unless appropriate connections are available in the dwelling unit,
- Install any antennas or satellite dishes (see antenna and satellite dish policy),
- Install additional or different locks or gates on any doors or windows,
- Install alarm(s) or security system(s),
- Tamper, destroy, or dismantle any safety devices, such as pull cords, fire extinguishers, or smoke detectors,
- Install a window HVAC unit, or
- Possess a waterbed or liquid filled–furniture.

The resident acknowledges and agrees that written permission from the PHA to do any of the above does not diminish or abrogate the resident's obligation to abide by all provisions of the lease, attachments to the lease or this ACOP.

The resident further agrees:

- To abide by the provisions of the PHA's *Pet Policy/Agreement* (see Chapter 10 – *Pet Policy* ).
- Not to create (by act or omission) or permit to exist, any condition on the premises, which results in risk to personal health or safety of any person or damage to property.

- Provide for the uninterrupted provision of electric and gas services.
- To immediately report to the PHA any vandalism to the premises or need for repair to the dwelling unit or common areas.
- Keep the unit and property free of trash and debris and maintain the cleanliness of walkways, stairs, landings, hallways, porches, and patios adjacent to the dwelling unit. Residents must water, mow and maintain lawns or other landscaped or paved areas adjacent to their dwelling units unless they or the dwelling unit has been given written exemption by the PHA\_(e.g. based on disability).
- To abide by provisions of the PHA parking policy.
- In developments where the unit's front door opens to an indoor common area (corridor), it is prohibited to prop this door open. The door may remain open for normal entry and exit only.
- Refrain from smoking inside the dwelling unit, PHA common areas, and PHA buildings or within twenty five (25) feet of any PHA building, per the Non-Smoking Addendum to the lease.

## **NOTICES**

- Any legal notice to resident from the PHA shall be in writing delivered personally to the resident.
- If resident is absent from their place of residence, a copy may be left with an adult member of the household and a copy sent through the mail addressed to the resident.
- If no adult household member is available, the notice may be served by affixing a copy in a conspicuous place on the property, and also by sending a copy through the mail, addressed to the resident.
- Any legal notice the resident gives to the PHA shall be in writing and delivered to the area management office responsible for the development in which the dwelling unit is located.

## **EMERGENCIES**

Residents shall take every precaution to prevent fires. In case of fire, residents shall immediately notify the fire department and the PHA. During the case of an emergency, the PHA may enter the premises at any time without advance notification. In the event the dwelling unit or building structure is damaged to the extent that conditions are hazardous to life, health, or safety of the occupants:

- The PHA shall be responsible for repairs of the dwelling unit when the cause of the damage was not caused by the resident, members of the household or guests.
- Resident shall be responsible for the costs of repairing the unit when the cause of the damage is caused by the resident, members of the household or guests.

If unit is deemed uninhabitable, the lease shall expire (see Chapter 8 – *Transfer Policy*, for information on emergency transfers).

### **ABANDONMENT OF THE PREMISES**

The PHA may give a Notice of Belief of Abandonment to the resident pursuant to California Civil Code Section 1951.3(b), only when:

- The rent on the property has been due and unpaid for at least fourteen (14) consecutive days, and
- The PHA reasonably believes that the resident has abandoned the property.

### **WAIVER OF LEASE PROVISIONS**

The PHA does not give up any of its rights to enforce the provisions of the *Lease* unless it does so in writing.

### **UNENFORCEABLE LEASE PROVISIONS**

The provisions of the *Lease* are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph, or any portion of any sentence of any paragraph in the *Lease* be found to be unenforceable due to any reason whatsoever, it is the intention of the parties that the remaining portions of this *Lease*, which are enforceable, remain binding and enforceable upon the parties.

### **ATTACHMENTS AND ADDENDUMS TO THE LEASE**

Any revised attachments and addendums will be distributed at recertification. Attachments and addendums may include, but are not limited to:

- Data Collection Sheet
- 50058 Certification
- House Rules
- Housekeeping Standards
- Notice of Rent Adjustment
- Parking Policies
- Grievance Policy & Procedure (see Chapter 13 – Complaints, Grievances and Appeals)
- Lead Paint Notice & Protect Your Family from Lead
- Pet Policy/Agreement (when applicable)
- Resident Rights & Responsibilities Notice
- Community Service Requirement
- Notice of Non-Discrimination
- *Schedule of Fees and Charges*
- Recycle Program
- Satellite Dish Policy
- Mold and Your Tenancy
- Bed Bug Policy

- Non-Smoking Policy
- Barbeque Policy
- Notice of Occupancy Rights  
VAWA AddendumB.

## ***B. Lease Orientation***

Prior to execution of the lease a PHA representative will provide a lease orientation to the family head and spouse or co-head. The orientation may be conducted with more than one family. The family must attend an orientation before taking occupancy of the unit.

### **ORIENTATION AGENDA**

When families attend the lease orientation, they will be provided with:

- A copy of the Lease Agreement and Addendums
- A copy of the PHA's lease and grievance procedure
- A copy of the House Rules
- Copy of all payments submitted by resident

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Family Choice of Rents
- Orientation to the community
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Community Service
- Lead-based paint disclosure notice
- Lead hazard information pamphlet
- Bed Bug Policy

## ***C. Execution of Lease***

The lease shall be executed by all adults of the household and by an authorized representative of the PHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head of household.

The following provisions govern all leases and amendments:

- A lease is executed at the time of admission for all new residents.
- A new lease is executed at the time of the transfer of a resident from one PHA unit to another (with no change in recertification date).

- If for any reason any signer of the lease ceases to be a member of the household, a new lease will be executed.
- Lease signers must be persons legally eligible to execute contracts.
- The names and date of birth of all household members are listed on the *Data Collection Sheet* at initial occupancy and at each subsequent recertification. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
- Changes to resident rents are made upon the preparation and execution of a *Notice of Rent Adjustment* by the PHA, which becomes an amendment to the lease. This document will be included in the resident file as confirmation that the resident was issued proper notice.
- Households that include a live-in aide are required to execute a lease addendum authorizing the arrangement and describing the status of the aide.
- Households that include a live-in aide will complete the Live-in Aide Certification form showing that the live-in aide is not a party to the lease and is not entitled to PHA assistance even though they reside in the unit.

#### PERMISSIBLE AND REASONABLE MODIFICATIONS OF THE LEASE

The PHA may modify its form of lease from time to time giving residents an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A resident's refusal to accept permissible and reasonable lease modifications or those modifications required by HUD is grounds for termination of tenancy.

#### ***D. Additions to the Lease***

Requests for the addition of a new member to the household must be approved by the PHA prior to the actual move-in of the proposed new member, notwithstanding the case of birth, adoption or court awarded custody of a minor child.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including the criminal history report, of the proposed new member. Only new members approved by the PHA will be added to the household. Live-in aides are added to the household but not to the lease.

#### Sex Offender Guidelines

In accordance with 24 CFR 982.553(a)(2), the PHA must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

#### Live-In Aide Guidelines

Households that include a live-in aide will complete the Live-in Aide Certification form, showing that the live-in aide is not a party to the lease and is not entitled to PHA assistance even though they reside in the unit.

### **DETERMINING FACTORS FOR HOUSEHOLD ADDITIONS**

Household additions subject to screening:

- Spouse/Partner
- Live-in aide
- The parent or grandparent of the head, spouse, or co-head who is elderly or disabled
- A unit is occupied by a remaining family member(s) under age eighteen (18), (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

Factors determining household additions which are not subject to pre-screening:

- Children whom a family member legally adopts or is born to a family member  
Children below the age of eighteen (18), under which juvenile justice records are made available, who are added through a kinship care arrangement

According to the PHA occupancy standards, the PHA will not approve the addition of a new member who has not been born, married, or legally placed into the family, and the addition will affect the bedroom size the family is currently eligible for.

The PHA will not approve adding a family member to the lease if it will change the bedroom size of the family's current eligibility status. Such persons will be encouraged to apply to the waiting list (Refer to Occupancy Guidelines).

Residents who fail to notify the PHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the *Lease*. Such persons are considered to be unauthorized occupants by the PHA and the entire household will be subject to eviction.

Family members age eighteen (18) and over who move from the dwelling unit to establish new households shall be removed from the lease. The resident must notify the PHA of the move-out within ten (10) days of its occurrence. When the family composition changes, the family will be reassessed to determine applicable unit size. When a change in the unit size is determined the family will be added to the transfer wait list.

Residents may not allow a visitor to stay overnight for more than thirty (30) cumulative days in a twelve (12) month period without consent of management. If the family has

mitigating circumstances, a family can request, in writing, for a visitor to stay over thirty (30) days up to sixty (60) days once management has approved the request. Any adult not included on the HUD 50058, who has been in the unit more than fourteen (14) consecutive days, or a total of fifteen (15) cumulative days in the month, will be considered to be living in the unit as an unauthorized household member. The PHA reserves the right to request written proof of domicile for any guest who is seen visiting the leased premises more than fourteen (14) days in a thirty (30) day period. Should a resident fail to provide such written proof of domicile, or should the fact be sufficient to evidence such guest's domicile in the lease premises, the PHA reserves the right to terminate the lease.

Absence of evidence of any other address may be considered verification that the visitor is an unauthorized household member. The PHA will verify through the following:

- Statements from neighbors and/or PHA staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit reports

Use of a unit address as the visitor's current residence for any purpose that is not explicitly temporary, may be considered evidence of permanent residence. The PHA will consider, among other relevant factors, whether the resident had knowledge that the unit address was used by the visitor prior to construing such use as permanent residence. Evidence that mail is addressed to the visitor at the household alone is not conclusive proof that the visitor is an unauthorized occupant; however, the PHA will take this fact into consideration in determining whether there is an unauthorized occupant in the household.

Minors and college students who were part of the family, but who now live away from home during the school year, and are not considered members of the household, may visit for up to ninety (90) days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than one hundred eighty three (183) days per year, the minor will be considered to be an eligible visitor and not a family member. When both parents reside in Public Housing, only one parent can claim the child for deductions and for determination for the occupancy standards.

Roomers and lodgers are not permitted to occupy a dwelling unit nor are they permitted to move in with any family occupying a dwelling unit.

Residents must advise the PHA when they will be absent from the unit for more than thirty (30) days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of the lease, absent good cause or mitigating circumstances.



### **Temporary Household Additions**

Temporary custody of a relative's children below the age of eighteen (18) due to kinship hardship situations may be approved at PHA's discretion under the following circumstances:

- Death of a parent with minor children
- Domestic violence that impacts minor children
- Parent of minor children that are incarcerated
- Parent financial burdens that may lead to minor child homelessness
- Severe illness of a parent with minor children
- Placement of a parent with minor children in a drug or alcohol abuse program
- To avoid placement of minor children in a group home or foster care by Child Protective Services (CPS)

Requests for the addition of hardship temporary custody of children to the household composition must be approved by the PHA prior to the actual move-in of the proposed new member. Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening including review of current housing occupancy standards, projected length of the temporary placement, and placement confirmation from an accredited government institution, medical professional or financial records.

Once approved, the PHA may allow temporary additions to the household composition, for children due to extended family member hardship for six (6) months. Time extension requests will be reviewed based on case circumstances. All income received for the support of minor children during temporary hardship custody must be reported to the PHA immediately.

### ***E. Leasing Units with Accessible or Adaptable Features***

[24 CFR §§ 8.27(a)(1)(2) and (b)]

Before offering a vacant accessible unit to a non-disabled applicant the PHA will offer such units:

- First, to a current public housing resident who has a disability that requires the special features of the vacant unit.
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

The PHA will require a non-disabled applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

- Deposit will transfer to new unit
- Resident will be responsible for move out charges

- PHA will be responsible for paying for moving expenses.

## **F. Utility Services**

Residents responsible for direct payment of utilities must abide by any and all regulations of the specific utility company including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to the PHA is a violation of the lease and is grounds for eviction.

## **G. Security Deposits**

New residents must pay a security deposit per the *Schedule of Fees & Charges* to the PHA at the time of admission. The PHA will hold the security deposit for the period the resident occupies the unit. The PHA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

The PHA will refund the security deposit less any amounts owed within twenty-one (21) days after move out.

The PHA will refund the amount of the security deposit to the resident or designee, less any amounts needed to pay the cost of any outstanding charges, including, but not limited to:

- Unpaid Rent;
- The repair of damages to the unit, exclusive of ordinary wear and tear, caused by the resident or by a guest;
- The cleaning of the unit upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was at the inception of the tenancy.

An itemized list of any deductions from the security deposit will be provided to the resident with copies the charges.

If the repairs or cleaning cost are less than \$125, no documentation other than the itemized list is required, unless requested by resident.

The PHA will provide the resident or designee with a written list of any charges against the security deposits that are resident caused items. If the resident disagrees with the amount charged to the security deposit the PHA will schedule a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged condition beyond normal wear and tear. All keys to the unit must be returned to the area management office upon vacating the unit.

If the resident voluntarily transfers to another unit, the PHA will collect a new deposit in the amount in effect at the time of the transfer and complete the disposition of account and forward any refund, if applicable, to the resident.

## **H. Rent Payments**

Resident shall pay the PHA monthly rent payable in advance on or before the first date of each calendar month. The rent is due and payable on the first day of each month. If the monthly rent is not paid in full before 5:00pm on the fifth (5<sup>th</sup>) of each month, the PHA will collect a late charge in accordance with the PHA's *Schedule of Fees and Charges*. The PHA shall collect a fee on all returned checks in accordance with the PHA's *Schedule of Fees and Charges*.

## **I. Fees and Non-Payment Penalties**

If the resident fails to pay monthly rent by 5:00 p.m. on the fifth (5<sup>th</sup>) day of each month (the allocated grace period) a *14-Day Notice to Pay Rent or Quit/3-Day Notice running concurrently* will be issued. A late fee will be charged in accordance with the *Schedule of Fees and Charges*.

The resident will be charged for checks and electronic payments that are returned for non-sufficient funds (NSF), stop payments, or checks written on a closed account according to the *Schedule of Fees and Charges*. The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. In the event of a returned check, certified funds (money orders or cashier checks) will need to be submitted. Personal checks will no longer be accepted for the following six months.

Unless the resident states otherwise, payments will be applied in the following order:

- Security Deposit
- Monthly Rent (applied to the oldest rent first)
- Maintenance Charges
- Recovery of Attorney Fees
- Other Charges

## **J. Schedule of Fees & Charges**

The PHA's *Schedule of Fees & Charges* for special charges including, but not limited to, services and repairs, which are incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the area management office and will be provided to

residents upon request. Included in the *Schedule of Fees & Charges* will be amounts for fines for tampering with or dismantling safety equipment in the unit or on PHA property.

The adjusted rate in the *Schedule of Fees & Charges* does not reflect the trip charge. A trip charge will apply to all work determined to be resident caused. All requested repairs will also receive a charge when maintenance staff is denied access to the unit (without good cause) in order to complete the repairs. All trip charge rates are pre-determined with one rate applicable during normal business hours and a higher rate for after hours and on weekends.

All charges for repairs performed by vendors will be determined by actual cost. If a resident misses a scheduled appointment with a vendor without good cause, they will be responsible for the vendor's service call fee.

Services not described in the *Schedule of Fees and Charges* will be charged at a fixed rate per hour during normal business hours and at a higher fixed rate for all after-hours work. If a bill is received for services and repairs, the resident will be required to pay the entire amount within thirty (30) days from the date of the bill.

#### **K. Modifications to the Lease**

The *Schedules of Fees & Charges*, rules and regulations are subject to modification or revision. Residents will be provided at least thirty (30) days written notice of the reason(s) for any proposed modifications or revisions and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the area management office, and:

- Personally delivered and/or mailed to the resident at the dwelling unit; or
- In accordance with 24 CFR §966.5(b), the posting must be in at least three (3) places at each community in which residents affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

#### **L. Cancellation of the Lease**

Cancellation of the resident's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

#### **M. Inspections of Public Housing Units**

INITIAL INSPECTIONS

The PHA and the resident will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection signed by the PHA and the resident will be kept in the resident's file and a copy will be given to the resident. Any adult member may sign the inspection form for the head of household.

#### VACATE/MOVE-OUT INSPECTIONS

The PHA will perform a move-out inspection when the family vacates the unit and will encourage the resident to participate in the move-out inspection.

The purpose of this inspection is to determine necessary cleaning and maintenance and whether there are damages that exceed normal wear and tear. The PHA will determine the extent of resident caused damages to the unit beyond normal wear and tear and charge according to the *Schedule of Fees & Charges*. Resident caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists the PHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

A pre-move out inspection must be conducted no more than fourteen (14) days prior to the vacate date. This is to allow the resident the opportunity to complete these repairs and avoid charges against the family's security deposit.

#### ANNUAL INSPECTIONS

The PHA will inspect all units at least annually using HUD's required inspection standards as a guideline. All inspections will include a check of all smoke alarms to ensure proper working order. All repairs will be completed by the PHA to bring the unit into UPCS compliance.

- Damages beyond "normal wear and tear" that are caused by the resident(s) or guest(s) under the resident(s) control may be billed to the resident in accordance with state law.
- Residents who repeatedly "fail" the inspection or cause excessive damage to the unit are in violation of their lease and may be scheduled for a lease violation conference. Continued violation may lead to Lease termination.

#### SPECIAL INSPECTIONS

The PHA may conduct special inspections, including but not limited to; housekeeping, unit condition, infestations or suspected lease violation.

HUD representatives or local government officials may review PHA operations periodically and as a part of the monitoring may inspect a sampling of the PHA's inventory.

In order to maintain a high level of fire safety when responding to general work orders in housing units, the Maintenance Department will also be inspecting smoke detectors for proper function. At this same time the department may also be inspecting other fire, life, and safety equipment.

#### SITE INSPECTIONS

The PHA will periodically conduct inspections to determine whether there may be lease violations, adverse conditions or local code violations.

#### RESIDENT DAMAGES

Residents who cause significant damage to PHA property that lead to unit uninhabitability may be subject to termination of tenancy based on the circumstances of the incident. The resident shall have the right to request a hearing under the PHA grievance procedure and will not have to move until the time to request a grievance has expired.

Repeated failed inspections including, but not limited to, housekeeping or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations subject to lease termination.

#### ENTRY OF PREMISES NOTICES

The PHA may enter a Resident's dwelling units to perform inspections and/or repairs as follows:

- (1) The PHA will give Resident forty-eight (48) hours written notice stating the purpose of entry to the dwelling unit. The PHA's entry shall be in a four (4) hour range of normal business hours.
- (2) The PHA may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists.

Reasons the PHA will enter the unit include:

- Inspections and maintenance
- To make improvements and repairs
- Pest control services

#### FAMILY RESPONSIBILITY TO ALLOW INSPECTION

The family must allow the PHA to inspect the unit at reasonable times (normal business hours) with reasonable notice. A forty-eight (48) hour written notice will be considered reasonable in all cases. Failure to allow access for inspection is a lease violation and may be cause for termination.

#### EMERGENCY INSPECTIONS

Housing staff, including PHA inspectors, may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see *Entry of Premises Notices* in this chapter). Emergency work order repairs are to be either abated or completed within twenty-four (24) hours from the time the work order is issued.

#### EMERGENCY REPAIRS TO BE ABATED IN LESS THAN TWENTY-FOUR (24) HOURS

The following items are to be considered emergency in nature and require immediate (less than twenty-four [24] hour) response and repair or resolution within twenty-four (24) hours:

- Plumbing leaks, which have the capacity to create flooding, or cause damage to the unit or another unit impacted by the leak;
- Natural gas leaks or smell of fumes;
- Backed-up sewage; and
- Electrical hazards.

Inoperable smoke detectors will be treated as a twenty-four (24) hour emergency and will be made operable by the PHA. Residents who disengage smoke detectors, or any safety equipment will be cited and fined.

#### NON-INSPECTION EMERGENCY ENTRY (MOVE ABOVE)

The PHA staff will allow access to the unit to the proper authorities when issues of health or safety of the resident are concerned.

#### QUALITY CONTROL INSPECTIONS

The housing management staff may conduct periodic quality control inspections to confirm the condition of the unit and to identify problems or issues. The resident may be required to enter into a house keeping agreement if the quality control inspection is found to be in violation of the housekeeping standards.

### **General Housekeeping Standards**

In an effort to improve the livability and conditions for the apartments owned and managed by the PHA uniform standards for resident housekeeping have been developed for all resident families. Above all, the premises are to be clean to the extent needed to avoid health and safety issues.

#### **Housekeeping Standards: Inside the Unit**

- Entire unit should be clean, free of dirt and grease; excessive mildew should be removed.

- Floors should be clean, clear, and free of hazards.
- Trash shall be disposed of properly and not left in the unit, or next to unit entry doors or hallways.
- Throughout the unit, including food storage areas, housekeeping should be such that it does not contribute to rodent or insect infestation.
- The kitchen should be kept clear of spilled food and grease. Appliances should be kept clean.
- Storage areas and closets should be neat and clean. No flammable materials should be stored in the unit.

### **Housekeeping Standards: Outside the Unit**

- Yards should be free of debris, trash, and abandoned pets. Exterior walls should be free of graffiti. Nothing should be placed on the exterior walls without permission from the PHA. Doors should not be defaced.
- Steps and sidewalks should be clear, and free of hazards.
- Parking lot should be free of abandoned cars. There should be no car repairs or washing cars on the premises.
- Hanging or placing anything on, over or from the top of a window, ledge, balcony, porch, fence or gate is prohibited. There shall be NO visible storage on balcony, porch or from the street except for operable bicycles. Only patio/outdoor type furniture is allowed.

### ***N. Pest Control [24 CFR §903.7(e)(2); PIH 2012-17]***

Annually, according to a pre-arranged schedule or as required, the pest control technician and a representative of PHA will enter each residence to complete fumigation and/or baiting for the control of vermin and/or roaches, etc. Common pests (i.e., spiders, ants) not related to a large scale infestation should be handled as part of a resident's upkeep of the unit. However, the removal of bee and wasp nests will be facilitated by the PHA pest control vendor.

### **Bed Bug Policy**

The PHA is committed to providing units that are free from pest infestations. The Regional Manager will inspect the unit prior to making it available for leasing in order to verify that there are no indications of the presence or infestation of insects or vermin including bedbugs in the unit. Unit inspections occur prior to lease up and on at least an annual basis.

Each resident is in control of their unit. Bed bugs are brought into the unit by the host, typically either the resident, their guest(s) or through used clothing or furniture. Resident awareness and compliance with this policy is key to preventing any initial infestation. The Bed Bug Fact Sheet was developed to help educate residents about the problem with bed bugs. This fact sheet is given to all residents at the execution of their rental agreement. The Fact Sheet also advises residents of the resident's rights and



responsibilities consistent with Section VII of PIH 2012-17 (Guidelines on Bedbug Control and Prevention in Public Housing). Pest control contracts and treatment plans are in place to address typical pest problems like roaches, ants, rodents, and bed bugs.

It is important to have a regular house cleaning schedule including vacuuming of mattresses and other furniture; and frequently launder bedding and clothing and dry them in a hot dryer. This process will kill all stages of bed bugs. Residents should not bring second hand clothing and furniture into their home and should avoid socializing with individuals that have bed bug infestations in their residences. Avoiding clutter such as stacks of clothing, paper items and cardboard will also reduce the places that bed bugs can hide. After travel it is important that residents closely check their luggage and clothing and immediately launder all clothing items.

The resident is responsible for anything they bring into the building. The resident shall not bring anything into the building that has come from a dumpster or refuse area. Used or second hand furniture, bedding, or clothing should be inspected closely prior to bringing them into the building or project grounds. Prior inspection and approval by the Regional Manager to determine that an item is not infested or conducive to infestation by bedbugs are strongly recommended.

Prior to move-in, at the request of a resident, the office staff will contact a professional pest professional to inspect all luggage, bedding, clothing, and personal property which the resident intends to maintain in the unit or store anywhere in the building, for indications of bedbugs. If an item has bedbugs, the Regional Manager (or designee) may either prohibit the resident from bringing the item into the unit and building, or mandate that the item be treated and certified as pest free before the item is brought into the unit or building.

The PHA provides residents with a unit free from pests, rodents, or other types of bug infestations. Residents must immediately notify the PHA if they have bed bugs in their unit. Once a bed bug infestation is discovered, the PHA will act quickly to keep the infestation from spreading and may temporarily provide the resident with lodging that is infestation free. The PHA will investigate the infestation in order to determine the likely source of the infestation. When bed bugs are found in a unit, a treatment plan will be formulated. Residents must cooperate and not hinder the treatment plan. Residents will not be charged to cover the costs of bedbug treatment.

All treatment plans are formulated with the partnership of a pest control professional. For more severe infestations, residents may be temporarily relocated prior to treatment of the unit. Where necessary, resident soft goods, including furniture and carpet, will be disposed of in order to control continued infestation. The PHA provides the resident with information on how to prepare for the treatment process. In the event the resident has reason to believe that he or she has a medical condition which precludes the resident from being exposed to pesticides, the resident shall provide written verification from their physician of the resident's condition.

The resident may be required, under the supervision of the licensed pest control professional, to discard, or permanently remove personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspaper, open food, personal supplies, plants, and stuffed animals from the building,. Residents shall not be permitted to remove any belongings from their units until the bedbug treatment is finalized as determined by the licensed pest control professional. The PHA will make good faith efforts to minimize the impact on the resident for any loss of personal property.

HUD regulations and the PHA require the resident's cooperation; residents may be in violation of the *Lease Agreement* if they fail to fully cooperate and comply with their roles and responsibilities. If a resident misses a scheduled appointment with the licensed pest control professional, does not allow infested items to be removed from the unit, or otherwise fails to cooperate with the treatment plan without cause, the resident may be held responsible for the additional re-treatment costs associated with resident's action and the resident's lease may be terminated at the PHA's discretion.

### **O. *Trash Disposal and Recycle Program***

Proper disposal of trash by the resident is required. All trash such as garbage, papers, bottles, and cans, which is unacceptable for recycling, should be securely wrapped and fastened in plastic bags and deposited in the cans or bins provided.

Large articles, such as boxes, must be flattened before depositing in cans or bins. The resident should dispose of stuffed furniture, mattresses, tables, chairs etc., on their own at a refuse station. The maintenance department may offer assistance in disposing of furniture (see *Schedule of Fees and Charges*).

Residents residing in multi-family developments must participate in the recycling program if so equipped. Garbage only designated bins are provided for garbage. Recycle bins are available for recycle material including acceptable containers and paper.

### **P. *Appliances***

The PHA supplies stoves and refrigerators in all units. When residents are planning to utilize their own refrigerator in addition to the PHA-provided refrigerator, it will be documented and the resident will be responsible for the upkeep and maintenance of their personally owned appliance. The PHA owned refrigerator will not be removed from the unit. When the resident owned appliances are not in acceptable condition according to Uniform Physical Condition Standards (UPCS) standards, the PHA reserves the right to require the resident to remove or repair that appliance at the resident's expense. At no time are PHA owned appliances to be removed from the premises by residents. Proper authorities will be notified to recover stolen appliances.

The resident must maintain appliances in an acceptable condition. Requests for repairs should be reported to maintenance. Resident caused damage or neglect will be assessed on a pro-rated basis.

Portable washers and/or dryers are neither supplied nor serviced by the PHA. With prior written approval from management, residents may own and operate their own portable washers, dryers, and/or dishwashers. Improper drainage of a washing machine and ventilation of a dryer is cause for a lease violation.

### **Q. *Screen Doors***

This procedure encompasses PHA property that consists of 3 (three) units or less. No screen doors may be installed without management approval. Unauthorized installations will result in resident charges for screen door removal costs. The resident may request, a screen door for the unit they live in through a Regional Manager. Specific screen doors have been approved by the Agency and a flyer indicating the make and model of the doors must be provided to the resident. The resident will be responsible for the purchase and installation cost as well as the ongoing maintenance of the door. Only screen doors installed by PHA will be repaired. Resident may take screen door, upon move out if they paid for it in full.

### **R. *Window Coverings***

Only shades, blinds, drapes or curtains are acceptable window coverings and must show as white or off white to the outside. Residents are responsible for removal and or repairs of resident installed window coverings.

### **S. *Gardening***

Planter areas in multi-unit complexes are dedicated for PHA use. These designated areas are specific to each site and are used for planting shrubs, flowers and other low growing foliage. Planter areas are standardized for each site and bordered by concrete mow strips, sidewalks or lawn turf edges. Agency maintenance personnel and/or contractors provide the ongoing maintenance to these areas.

Some complexes may have space for residents to grow vegetables, flowers, or low growing shrubs, in designated areas only, with written approval by management. Requests for gardening shall be made in writing directly to the property manager. The request(s) must show the area to be planted, describe the type of plants and materials to be installed, and indicate the type of any low borders or fencing to be placed in the area. Where borders or fencing are allowed, they will not have a height of higher than one (1) foot and shall have no sharp or pointed edges. Under no circumstances shall the area of a designated planter be increased and any cutting and/or removing of existing turf shall be prohibited.

After receiving written approval, the resident will water and keep the garden weed free. In addition, the resident must ensure that their garden plants or trees do not touch any part of the PHA's buildings or structures. All watering must be supervised by the resident and no free flowing hoses allowing water to run across sidewalks and into street gutters

will be allowed. Failure to maintain their garden spaces may result in charges to have any debris cleaned, and the potential revocation of their garden privileges. Residents who have been given written approval for gardening in planter areas may be provided a placard stating “Maintained by Resident” to be placed in the planter area.

All residents must follow local water restrictions.

### ***T. Parking***

Residents are required to park only in designated areas. Residents must also ensure that guests and visitors do not park in parking areas of other residents and they abide by parking policies adopted by the PHA (see *Parking Policy—Addendum 2* of this document). Residents are to refrain from driving or parking any vehicles on the lawns, sidewalks, or other areas of use provided under this lease. In multi-unit developments, vehicles must be parked front end in first, not backed in. No washing of vehicles on HA properties is allowed. The use of running water, electricity or extension cords is prohibited in parking lots and/or designated parking spaces.

### ***U. Inoperative and Abandoned Vehicles***

All vehicles must have current registration and insurance in the resident's name. Failure to supply current registration will result in vehicle being towed.

Inoperative vehicles must be promptly removed from a PHA property.

Vehicle repairs on PHA property are prohibited. Offenders will receive written notice to discontinue the activity at once. Failure to comply will result in the towing of the vehicle and notification of a lease violation for the resident.

Abandoned vehicles will be removed promptly from PHA property. Management has authorized the PHA to have such vehicles ticketed and towed. Where ownership is known, the owner will be given a written notice to remove the vehicle. If the owner does not comply within forty-eight (48) hours the vehicle will be towed at owner's expense

When a vehicle is given a forty-eight (48) hour notice, for cure, this notice will serve in perpetuity for the issue it was written and the vehicle will be subject to tow without any further warning.

### ***V. Key Control***

The policy of the PHA shall be to issue and assign keys or key cards only to individuals who have been screened through a criminal background check and found to be responsible for the proper use and safeguarding of the key or key card.

Each adult resident is issued one key or key card for their building or property (if applicable) and the head of household receives an additional key for their unit. The first key card for each member of the household on the lease will be issued free of charge. The key cards are the property of the PHA and must be returned upon the termination of the lease. There will be a charge for additional key cards for non-residents or for the replacement of damaged, lost, or stolen key cards as per the current *Schedule of Fees and Charges*.

One gate clicker for parking access will be issued to households that have authorized parking privileges. The gate clicker is the property of the PHA and must be returned upon termination of lease, if an authorized household member no longer owns a vehicle, or their parking privileges are revoked. There will be a charge for replacement of damaged, lost, or stolen gate clickers per the current *Schedule of Fees and Charges*.

Residents may apply for additional building key(s) for care givers, upon payment of the key duplicating fee. The key(s) or key card shall be assigned to the individual requested by the resident provided that the proposed key assignee consents to and passes a criminal background check using resident eligibility criteria.

Keys may be revoked or recovered from any non-resident whose use of the key or actions disrupt the quiet enjoyment of the residents. In serious or repeated incidences of misconduct or misuse of their assigned key the resident can be held responsible for the misconduct of their guests.

### ***W. Pools, Water and Water Usage***

Due to property damage, health, safety, liability, and the increased sensitivity to water conservation, the PHA does not allow pools of any size within any agency property limits. No swimming or wading pools and no outdoor fountains or standing water are allowed. This includes, but is not limited to, water slides and any water play items. All residents must follow local water restrictions.

No inflatable jumpers or trampolines are allowed.

### ***X. Smoke/Carbon Monoxide Detectors***

The Authority is required by law to have operational smoke detectors in all of its units. Smoke detectors, carbon monoxide detectors and their accompanying devices are placed in dwelling units and common areas for the expressed protection of the building occupants and property.

Lease violation – Residents who disengage smoke detectors, carbon monoxide detectors or related fire safety equipment will be cited and fined. Where these detectors exist, disabling, including removal of any batteries or disconnection, or completely removing the

smoke detector or carbon monoxide detector is a lease violation and grounds for termination of the lease. Tampering with, destroying, or dismantling any part of a safety device, including but not limited to, smoke detectors, carbon monoxide detectors, alarm pull stations, fire extinguishers, or other notification devices, is grounds for lease termination.

**Charges** – The resident will be charged a fee in accordance with the *Schedule of Fees and Charges* for reinstallation of each smoke detector, carbon monoxide detector or other safety related device that has been disabled or removed. This includes replacement of batteries that have been removed and has inactivated the smoke detector or carbon monoxide detector.

**Inspections** –Smoke detectors, carbon monoxide detectors and other equipment that are part of the building safety system, will be checked during scheduled unit inspections or when responding to general maintenance work orders, all to insure proper functioning.

**Reporting** – It is mandatory that non-functioning smoke detectors, carbon monoxide detectors and any related safety equipment be reported to the resident's community management office as soon as discovered. Inoperable smoke detectors and carbon monoxide detectors will be treated as a twenty-four (24) hour emergency and will be made operable by the PHA if the smoke detector is in need of repair.

## ***Y. Open Flame Cooking Devices***

The PHA will follow the regulation enforced by the local fire departments in the Sacramento region. -

Charcoal burners and other open-flame cooking devices shall not be operated on any balconies or within ten(10) feet of any PHA building. Exceptions include an electric barbecue and propane fueled cooking device not greater than one (1) pound gas liquid propane capacity.

Tanks, charcoals and charcoal fluid cannot be stored on the inside of a dwelling unit or on the balcony, or within ten (10) feet of combustible construction or inside of any enclosed structure.

All ashes, grease and or waste produced by any barbecue device shall be completely extinguished and appropriately and safely disposed of with careful consideration to not cause any trash receptacle fires. After proper cooling has occurred, waste products must be placed in a sealable trash bag prior to being placed in trash receptacle.

**Note:** Completely extinguished means no heat is being produced or generated from any part of waste being disposed of. Wait at least twenty-four (24) hours before disposal.

Waste products are not allowed to accumulate in a resident's unit, porch, planter area, or any area under the resident's control or dumped on PHA property.



## **Chapter 10: PET POLICY (24 CFR §5 Subpart C & 24 CFR §960 Subpart G)**

### **PURPOSE**

The PHA is establishing this pet policy for ownership of pets in elderly, disabled and family housing. It also ensures that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. The policy also establishes reasonable rules governing the keeping of common household pets. The policy is designed to protect both pet owners and non-pet owners, and to ensure the animals receive responsible care. The policy applies to all pets kept in PHA housing. The rules adopted are reasonably related to the legitimate interest of the PHA to provide a decent, safe and sanitary living environment for all residents, to protect and preserve the physical condition of the premises, and to protect the financial interest of the PHA.

### **A. *Registration of Pets***

Pets must be registered with the PHA before they are brought onto the premises.

Registration must be updated annually, coordinated with the annual recertification date. A health certificate must be submitted with the resident's annual recertification documents.

### **NON-APPLICABILITY OF PET POLICY TO ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

#### **REASONABLE ACCOMMODATION FOR COMPANION ANIMALS**

Certain animals provide assistance or perform tasks for the benefit of a person with a disability. Such animals are often referred to as companion animals.

Companion animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Animals do not necessarily have to be formally trained to qualify as companion animals. However, the animal must actually perform the assistance or provide the benefit needed by the person with the disability. Reasonable accommodation requires that there is a relationship between the person's disability and their need for the animal.

Companion animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to portions of the PHA Pet Policy. Therefore the pet deposit is waived.



## **B. Verification**

All residents requesting exemption from the pet deposit requirement must request a verification of the need for reasonable accommodation for a companion animal, which must be provided by a licensed physician, attending health care professional, or other qualified professional and submitted on a *Verification of Need for Reasonable Accommodation* form. The PHA will consider all requests for reasonable accommodation.

PHA can approve a service/companion animal as a reasonable accommodation when

- An individual has a disability as defined in the Fair Housing Act or Section 504;
- The animal is needed to assist with the disability; and
- The individual who requests the accommodation demonstrates that there is a relationship between the disability related needs and the assistance that the animal provides.

All residents must comply with the provisions of the *Lease and Pet Policy/Agreement*. This includes the responsibilities of pet owners to control the animals, maintaining the premises in clean and sanitary condition, and ensuring their animal does not interfere with any neighbor's right to enjoy the premises in a safe and peaceful manner.

The PHA retains the right to disapprove a companion animal as a means to provide a reasonable accommodation for an individual with a disability in the following cases:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation.
- There is reliable objective evidence that the animal would cause substantial physical damage to property.
- The presence of the assistance animal would pose an undue financial and administrative burden to the PHA.

## **C. Advance Permission, Registration, and Pet Deposits**

Permission to keep a pet is granted at the PHA's sole discretion and is subject to the resident's strict adherence to all aspects of the *Pet Policy/Agreement*. Any resident who wishes to keep a pet will first obtain the approval of the PHA. The pet must be registered per the requirements of the *Pet Policy/Agreement*. Also, residents will be required to pay (or make arrangements to pay) a pet deposit for each qualified pet, and sign a *Pet Policy/Agreement*. The pet deposit for each animal is two hundred fifty dollars (\$250).

All pet deposits must be paid (or make arrangements to pay) prior bringing the pet onto SHRA property. No pet deposit is required for birds, fish, or rodents.

**Only common household pets will be allowed.** These include dogs, cats, fish, birds, rabbits, and rodents,. Residents are allowed two (2) pets per household only

**Dogs:** Dogs are limited to a maximum adult weight of twenty-five (25) pounds as documented by a veterinarian. Dogs must be housebroken, must be effectively restrained and under the control of a responsible person when passing through common areas. Furthermore, they must not be tethered or chained outside or within the dwelling unit. They cannot be housed outside. They also must be leashed when outdoors or in common areas. The dog owner must carry appropriate containment apparatus to promptly and completely remove all fecal matter deposited by dogs in a sanitary manner.

**Cats:** Cats must remain inside unless being transported in an appropriate secured carrier and must be trained to use a litter box or other waste receptacle. Litter boxes must be cleaned regularly and the waste disposed of in a sanitary manner. Litter must never be flushed down the toilet.

**General Conditions for Dogs and Cats:**

Dogs and cats must be licensed at time of registration and ongoing if specified by local, state or federal mandate. A color photograph must be provided at the time of registration.

A health certificate must be obtained by a licensed veterinarian and given to the PHA at time of registration of the dog or cat. This certificate must contain, but is not limited to, the following information:

1. The name, address and telephone number of the attending veterinarian.
2. Confirmation of breed, current weight and estimated adult weight.
3. Documentation the dog or cat is in generally good health and free of any communicable diseases or parasites.
4. Documentation the dog or cat has been spayed or neutered or this procedure will be completed prior to four (4) to six (6) months of age as recommended by the veterinarian.
5. Documentation the dog or cat is current on all standardized inoculations with a schedule of future inoculations included.
6. The name, address and telephone number of the animal's veterinarian.
7. Emergency contact information other than the resident or a household member.

**Other Pets:** Pet cages and/or aquariums must be in good repair and cleaned regularly.

**Birds:** Maximum number two (2). Birds must be contained in an acceptable cage at all times. Pigeons, doves, mynah birds, psittacine birds of other species that are hosts to the organisms causing psittacosis in humans must be certified by a veterinarian to be free from this condition prior to bringing the bird into the housing environment. The certification must contain the same information as the health certificate obtained for dogs and cats listed under "General Conditions" numbers 1 and 2 above.

**Fish:** Maximum aquarium size twenty (20) gallons or any combination of tanks not to exceed twenty (20) gallons. Fish aquariums must be maintained on stands approved by management.

**Rodents:** Maximum number two (2) rodents must be in an acceptable cage at all times.

#### ***D. Prohibited Animals***

Prohibited animals include, but are not limited to, the following:

- Any animal whose weight could exceed twenty-five (25) pounds by maturity;
- Animals determined to be dangerous, intimidating or vicious;
- Chicks or other animals that pose a significant risk of salmonella infection to their handlers, and
- Animals who produce offspring for sale - breeding of any animals is prohibited.

#### ***E. Additional Conditions and Requirements***

- Residents/pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.
- Except as required by law or permitted by the PHA as a reasonable accommodation, pets are not permitted in any common areas (except to pass through for ingress or egress). This includes, but is not limited to: lobbies, community rooms, kitchens, dining facilities, office and laundry areas.
- Residents are responsible for controlling the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt the quiet enjoyment of their dwelling unit or the premises. This includes, but is not limited to; loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.
- No pet (excluding fish) shall be left unattended in any dwelling unit for a period in excess of forty-eight (48) hours.
- Resident/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for their pet(s).
- Resident/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents at all times.
- Resident/pet owners shall take adequate precautions to eliminate any pet odors within or around the dwelling unit and to maintain the unit in sanitary condition at all times.
- Pet waste must be promptly placed in a sealed plastic bag and deposited in an outside garbage container for disposal.
- Residents are prohibited from feeding or harboring stray animals, including birds.
- The PHA regularly treats units for pest control. If a pet is the cause for more frequent treatments, all such treatments or specialized treatments will be charged to the pet owner.
- It will be the responsibility of the resident to remove any animal that may be harmed by the use of pesticides.

## ***F. Inspections and Other Rights of the Authority***

- The PHA reserves the right to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, found unattended on the property or found without identification tag, pending resolution of any dispute regarding such violation, at the resident's expense.
- All animals in the unit should be properly secured or under the resident's control during all inspections or maintenance repairs

## ***G. Pet Removal***

Residents are solely responsible and liable for the conduct of pets whether owned or allowed on PHA premises by the resident. The resident shall take all necessary steps to ensure that pets will be immediately removed by the resident and/or referred by the resident to the appropriate state or local entity authorized to remove such animals when the pet:

- Becomes vicious or intimidating;
- Displays symptoms of severe illness;
- Displays or demonstrates behavior that constitutes an immediate threat to the health or safety of others. When a resident fails to remove a pet from the premises the PHA may take all necessary steps to remove the pet from the premises. If a pet injures or intimidates another resident or anyone on PHA property, including but not limited to, biting, scratching, or assaulting person(s), the pet owner must immediately remove the pet permanently from the premises without direction from the PHA to do so.

If the death or incapacity of the pet owner threatens the health or safety of the pet or other factors occur that render the owner unable to care for the pet and the designated responsible party is unavailable (or unwilling) to provide a remedy the PHA will remove the pet using any legal remedy available and at the expense of the resident.

## ***H. Termination of Tenancy***

The PHA may terminate tenancy when the resident has failed to remove the pet or correct a pet rule violation within the time specified in a warning notice.

## ***I. Disposition of Pet Deposit(s)***

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet will be the responsibility of the resident including, but not limited to the cost of fumigation, repairs and/or replacement to the resident's dwelling unit or common areas. The pet deposit is fully refundable upon removal of the pet or the household's move out of housing if the PHA determines that there are no damages or

other expenses caused by the pet. If upon removal of the pet or the household's move out of housing, the cost of repairing any damages caused by the pet exceeds the pet deposit management will use funds from the resident's regular security deposit to cover the expense. The resident will be billed for any amount owed in excess of the pet deposit and security deposit.

### **J. Liability**

Residents shall be held solely responsible and liable for the conduct of their pet(s). The PHA of the City of Sacramento and their representatives will not be held responsible for any accident or injury involving residents, guests, or visitors to the premises as a result of allowing pets.

### **K. PHA Refusal to Register Pets**

The PHA will refuse to register a pet when:

- The pet is not allowed under *Section D, Prohibited Pets* as found in this policy.
- Keeping the pet would violate any *House Pet Rules*.
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually.
- The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. Attributes of the pet including, but not limited to, temperament and behavior will be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

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

### **L. Pets Temporarily on the Premises**

Pets not owned by the resident will not be allowed on the premises. This rule excludes approved companion animals visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA. For pet programs, the PHA reserves the right to limit the type of animal to those listed in section C of this chapter.

In the event the PHA's policy conflicts with state or local law, state or local laws governing pets temporarily in dwelling accommodations shall prevail.

In all cases the resident will be responsible for all liability, financial or otherwise, for the action of any pet knowingly allowed in their residence.

## **Chapter 11: RECERTIFICATIONS (24 CFR §960.257)**

### **INTRODUCTION**

In accordance with HUD requirements, the PHA will recertify the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Annual recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition and the PHA decides what other changes must be reported and the procedures for reporting them. This chapter defines the PHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families and the standards for timely reporting.

### **A. *Eligibility for Continued Occupancy***

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

- Qualify as a family as defined in this policy;
- Are in full compliance with the obligations and responsibilities described in the dwelling lease;
- Whose family members, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;
- Whose family members have submitted required citizenship/eligible immigration status/non-contending documents;
- Compliance with the Community Service requirements; and
- Compliance with the recertification requirements.

### **B. *Annual Recertifications***

At least annually, the resident is required to provide the PHA with accurate and current information as stipulated in the *Lease*. In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

### **Income Determination of Fixed Income Sources (24 CFR §960.257 (c)(1))**

On April 7, 2016, HUD issued PIH 2016-05 (HA), Attachment D, Streamlining Administrative Regulations for Programs Administered by Public Housing Agencies. According to this notice, any family member with a fixed source of income, a PHA may elect to determine that family member's income by means of a streamlined income determination. A streamlined income determination must be conducted by applying, for

each fixed-income source, the verified Cost Of Living Adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

The PHA will apply this streamlined income determination for all fixed income sources in the following way:

- The PHA will only use the streamlined income determination as part of a reexamination. This will require third-party verification of all income for applicants during the admissions process.
- A “family member with a fixed source of income” is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:
  - Social Security, Supplemental Security Income (SSI), Supplemental Security Disability Insurance (SSDI);
  - Federal, state, local, or private pension plans;
  - Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
  - Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.
- The PHA will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. The PHA will verify the appropriate COLA or current rate of interest from a public source or through resident-provided, third party-generated documentation. If no such verification is available, then the PHA will obtain third-party verification of income amounts in order to calculate the change in income for the source.
- For any family member whose income is determined pursuant to a streamlined income determination, the PHA will obtain third-party verification of all income amounts every three (3) years per 24 CFR 960.257(c)(5).

#### **TRANSFERS THAT OCCUR AROUND THE TIME OF THE ANNUAL RECERTIFICATION**

If the family transfers, an interim recertification will be conducted before the transfer (unless income and asset verifications are current within the last 120 days). When the move occurs prior to 120 days of the regularly scheduled annual recertification, an interim recertification will be conducted so the resident’s current income is used to determine the rent for the new lease. The interim recertification will be followed by the regularly scheduled annual recertification at which time the next recertification date will be changed to the next year. This two-step method ensures that current income is used for new leases and ensures a complete annual recertification is performed while allowing the recertification month to remain the same as the original admission month.

#### RECERTIFICATION NOTICE TO THE FAMILY

The PHA will maintain a recertification tracking system and the household will be notified by mail at least ninety (90) days in advance of the anniversary date. The PHA will provide the notice in an accessible format if requested as an accommodation by a person with a disability. The PHA will also mail the notice to a third party if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

#### COMPLETION OF ANNUAL RECERTIFICATION

The PHA will have all recertifications for families completed before the anniversary date. The mail-in packet will include notice to the family of the PHA's deadline for returning the completed forms to the PHA. This includes notifying the family of any changes in rent at least thirty (30) days before the scheduled date of the change in family rent.

#### RECERTIFICATION BY MAIL

The PHA may permit the family to submit annual and interim recertification forms through the mail.

Missing an appointment without good cause (see Glossary) may be considered a violation of program rules and the *Lease*.

#### HOME VISITS

When requested and where the need for reasonable accommodation has been established, the PHA will conduct home visits to residents to conduct annual and interim recertifications.

Missing an appointment without good cause (see Glossary) may be considered a violation of program rules and the *Lease*.

#### COLLECTION OF INFORMATION

The PHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate. The family is required to complete a *Data Collection* form prior to all annual recertification interviews.

#### REQUIREMENTS TO ATTEND

All family members over the age of 18 must attend the annual recertification.



#### FAILURE TO RESPOND TO NOTIFICATION TO RECERTIFY

If any adult family member does not appear for the recertification interview and has not rescheduled or made prior arrangements, the PHA will reschedule a second appointment.

If any adult family member fails to appear for the second appointment and has not rescheduled or made prior arrangements, the PHA may terminate tenancy for the family. In addition, if the resident fails to provide any missing verification of income or complete forms required for the recertification, the PHA may terminate tenancy for the family.

Supervisory or designated staff may make exceptions to these policies if the family is able to document an emergency situation which prevented them from canceling or attending the appointment, or if requested, as a reasonable accommodation for a person with a disability.

#### DOCUMENTS REQUIRED FROM THE FAMILY

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

- Most recent IRS Tax filing, if self employed
- Data Collection Sheet
- Authorization for the Release of Information 9886
- Resident Certification
- Additional Adult Certification
- Proof of Income
- Other documents as required (including release forms for criminal record information).

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification unless reported and resolved 30 days prior to annual effective date.

#### VERIFICATION OF INFORMATION

All information affecting the family's continued eligibility for the program and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this policy. All verifications will be placed in the file, which has been established for the family. All verifications used for recertifications must be dated within sixty (60) days before or after the PHA request date or within sixty (60) days of the effective date of the recertification.

When the information has been verified, it will be analyzed to determine:

- The continued eligibility of the resident as a *family* or as the *remaining member* of a family;

- The unit size required by the family;
- The amount of rent the family should pay.

#### CRIMINAL RECORD CHECKS ON EXISTING RESIDENTS

In an effort to maintain safe and healthy environments for public housing residents and nearby neighborhoods, the PHA must ensure that families have met their obligation to comply with HUD regulations.

Release forms for the PHA to obtain criminal records will be obtained at the time of annual recertification. Criminal background checks will be run (as dictated by policy).

Criminal record checks may be obtained on existing residents on a random basis, by individual sites, or on individual residents, if there is reasonable cause to suspect that the resident is in violation of the family obligation not to engage in drug or violent criminal activity on or off the premises. Resident screening would be performed only for those violations for which a person could lawfully be terminated from public housing.

#### CHANGES IN THE RESIDENT RENT

If there is any change in rent, a Notice of Rent Adjustment will be issued.

#### RESIDENT RENT INCREASES

If the resident rent increases, a Notice of Rent Adjustment is mailed to the resident thirty (30) days prior to the effective date of the increase. The resident rent increase will be effective on the first of the month following the thirty-day notice if less than thirty (30) days are remaining before the scheduled effective date of the annual recertification.

If there has been a misrepresentation or a material omission by the family or if the family causes a delay in the recertification processing there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

#### RESIDENT RENT DECREASES

The effective date of resident rent decreases will be the first of the month of the anniversary date in cases when the recertification is submitted by the family and completed as an annual recertification.

When the family causes a delay so that the processing of the recertification is not complete by the anniversary date, any rent change will be effective on the first (1<sup>st</sup>) day of the month following completion of the recertification processing by the PHA.

If the resident rent decreases and the resident reported the change within a month prior to the annual recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification the change will be

treated as an interim recertification. The change will be effective the first (1<sup>st</sup>) of the following month that the family reported the change. In this case the PHA processes and submits another HUD 50058 as an annual recertification.

### **C. REPORTING INTERIM CHANGES**

#### HOUSEHOLD COMPOSITION

Families must report all changes in household composition to the PHA in writing within thirty (30) days of the change. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household. For any change in household composition the Interim Recertification Policy should be used.

When there is a change in head of household or a new adult family member is added, the PHA will complete an application for continued occupancy and re-verify, using the same procedures the PHA staff would use for an annual recertification, except for effective dates of changes. In such case, the Interim Recertification Policy should be used. The annual recertification date will not change as a result of this action.

If an adult family member will no longer live in the household they should complete intent to vacate notice at their regional office. If this is not possible they may be declared permanently absent by the head of household. The request to remove a household member must contain a certification by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.

The head of household must provide a statement that the head of household or spouse will notify the PHA if the removed member wants to return to the household. Prior to their return to the household the family must fill out a *Request to Add* form, and it must be approved by the PHA. Criminal background checks will be obtained for both new and returning adult family members.

The U.S. citizenship/eligible immigrant status of new family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease. Residents are required to complete a "Request to Add member to household".

Once the 50058 (reflecting the changes in the household composition) is completed and approved, a new Lease Agreement will be generated, reflecting the new household composition.

#### INCREASE IN FAMILY SIZE

The PHA will consider a unit transfer (if needed under the occupancy guidelines) for additions to the family in the following cases:

- Addition of a minor child (due to birth, adoption, or court-awarded guardianship);
- Addition of a PHA-approved live-in aide.

Families who need a larger sized unit, because of voluntary additions, will have lower priority on the transfer list than other families who are required by the PHA to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in aide causes overcrowding and thus requires a larger size unit, the change in unit size shall be made effective upon availability of an appropriately sized unit.

#### DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

Any member of the household will be considered permanently absent if he/she is away from the unit thirty (30) consecutive days in a twelve-(12) month period except as otherwise provided in this chapter. When a member of the household is subject to a court order that restricts him/her from the home for more than thirty (30) days, the person is considered permanently absent.

Full time students under the age of twenty-four (24) who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household and will not be required to attend the annual recertification meeting; however, paperwork for signature can be mailed to them at school to verify their continued status.

#### ABSENCE OF ANY MEMBER

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the PHA must count the income of the spouse, co-head or the head of the household when that person is temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

#### **ABSENCE OF ENTIRE FAMILY**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. Families are required to notify the PHA before they move out of a unit in accordance with the lease and to give the PHA information about any family absence from the unit. During the period of absence, the rent and other charges must remain current.

"Absence" means that no authorized family member is residing in the unit.

In order to determine when the family is absent from the unit, the PHA may:

- Conduct a home visit;
- Write letters to the family at the unit;
- Post letters on exterior door;
- Telephone the family at the unit;
- Interview neighbors;
- Verify if utilities are in service;
- Check with Post Office for forwarding address;
- Contact emergency contact;

When the entire family is absent from the unit without PHA permission for more than thirty (30) consecutive days, the unit will be considered 'vacant' and the PHA may terminate tenancy.

In cases where the family has moved out of the unit, the PHA may terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

#### ABSENCE DUE TO MEDICAL REASONS

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than one hundred-twenty (120) consecutive days the family member will not be considered permanently absent as long as rent and other charges remain current.

If the person who is determined to be permanently absent or deceased and is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

#### ABSENCE DUE TO INCARCERATION

Any member of the household will be considered permanently absent if they are incarcerated for thirty (30) or more consecutive days. The PHA will determine if the reason for incarceration is for drug-related or criminal activity, which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents

The rent and other charges must remain current during this period and may result in the termination of the lease.

## FOSTER CARE AND ABSENCES OF CHILDREN

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period from the date of removal of the child(ren) is to be greater than six (6) months, the child(ren) will be considered permanently absent from the unit. The unit size will be reduced in accordance with the PHA's occupancy guidelines.

Approved foster care children will be verified as part of the family household composition during the annual re-certification process. Furthermore, households will be required to notify the PHA of all changes in household composition within thirty (30) days of the change of household composition.

## CARETAKER FOR CHILDREN

If neither parent remains in the household and the appropriate agency has determined another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat the additional adult (aka caretaker) as a visitor for the first fourteen (14) days. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

If court-awarded custody or legal guardianship has been awarded to the caretaker and the caretaker qualifies under all program criteria, the lease will be transferred to the caretaker, who becomes the head of household.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The PHA will work with the appropriate service agencies to provide a smooth transition in these cases.

## ABSENCE DUE TO FULL-TIME STUDENT STATUS

Full time students who attend school away from the home will be treated in the following manner:

- A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent.
- When 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 unit size.
- When the family decides that the member is temporarily absent, income of that member will be included in total household income, the member will be

included on the lease, and the member will be included for determination of unit size.

**Any change in full-time student status must be reported within thirty (30) days of the change.**

#### **INCREASES IN INCOME TO BE REPORTED**

Families are required to report all increases in income or assets that occur between regularly scheduled annual recertifications (see Section C. Reporting Interim Changes.) Increases in income, less than two hundred dollars (\$200) per month, between annual recertifications will be noted in the file, however, a rent adjustment will not be calculated until the next annual recertification or the addition of a household member.

#### **DECREASES IN INCOME AND RENT ADJUSTMENTS**

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions. These changes would reduce the amount of the total resident payment. The PHA will process the rent adjustment unless the PHA confirms that the decrease in income will last less than thirty (30) days and/or will be less than fifty dollars (\$50) per month.

If the family causes a delay in the processing of the recertification, any rent changes will be effective on the first day of the month following completion of the recertification processing by the PHA.

#### **OTHER INCOME ISSUES**

For families reporting zero income, an interim recertification will be performed every ninety (90) days.

In the following circumstances, the PHA may conduct the interim recertification by mail:

- As a reasonable accommodation when requested (see Chapter 1 - *Statement of Policies and Objectives*)

#### **D. Income Changes Resulting from Welfare Program Requirements**

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

- Fraud;
- Failure to participate in an economic self-sufficiency program;
- Non-compliance of welfare requirements; or
- Noncompliance with a work activities requirement.

However, the PHA will reduce the rent when the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits;
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment;
- The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

#### VERIFICATION BEFORE DENYING A REQUEST TO REDUCE RENT

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

#### COOPERATION AGREEMENTS

The PHA has an unwritten cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

### ***E. Timely Reporting of Changes in Income (and Assets)***

#### STANDARD FOR TIMELY REPORTING OF CHANGES

The PHA requires that families report interim changes in writing to the PHA within thirty (30) days of when the change occurs. Any information, document or signature needed from the family, which is required to verify the change, must be provided, in writing, within thirty (30) days from the date the information or signatures are requested from the family.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the PHA), it will be considered untimely reporting.



#### PROCEDURES WHEN THE CHANGE IS REPORTED IN A TIMELY MANNER

The PHA will notify the family of any changes in resident rent to be effective according to the following guidelines:

- Increases in the resident rent are effective;
- At annual recertification;
- Beginning the first of the month at least thirty (30) days from the completion of recertification;
- If the income increase is greater than threshold amount of two hundred \$200;
- When there is a change in the household composition;
- Decreases in the resident rent are effective the first (1<sup>st</sup>) of the month following the month in which the change is reported.

The change will not be made until the third party verification is received.

#### PROCEDURES WHEN THE CHANGE IS NOT REPORTED BY THE RESIDENT IN A TIMELY MANNER

If the family does not report the change as described under *Timely Reporting*, the family will have caused an unreasonable delay in the interim recertification processing and the following guidelines will apply:

- Increase in resident rent will be effective at time of annual recertification and retroactive to the date it would have been effective had it been reported on a timely basis.
- The family will be liable for any underpaid rent, and may be required to sign a repayment agreement.  
Decrease in resident rent will be effective on the first of the month following completion of processing by the PHA and not retroactively.

If the Resident does not report income changes timely on more than one occasion without good cause, the lease may be terminated.

#### PROCEDURES WHEN THE CHANGE IS NOT PROCESSED BY THE PHA IN A TIMELY MANNER

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner. Therefore, an increase will be effective after the required thirty (30) day notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount. If the family has submitted all of the documentation needed to project their future rent amount, every effort should be taken to provide the family with the projected

rent. The family will be expected to pay this projected amount until their interim is resolved.

#### ***F. Remaining Member of Resident Family – Retention of Unit***

To be considered the remaining member of the resident family, the person must have been previously approved by the PHA to be living in the unit.

A reduction in family size will require a transfer to an appropriate unit size per the occupancy standards. This transfer will take place per policy and when an appropriate unit is available.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family.

#### ***G. Changes in Unit Size***

The PHA shall grant exceptions from the occupancy standards if the family requests and the PHA determine the exceptions are justified according to this policy.

When an approvable change in the circumstances in a resident family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the *Transfer List* (see *Chapter 5 - Occupancy Guidelines & Chapter 8 – Transfer Guidelines*).

#### ***H. Continuance of Assistance for "Mixed" Families***

Under the Non-Citizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

- The head of household or co-head or spouse is a U.S. citizen or has eligible immigrant status; and
- The family does not include any person (who does not have eligible immigrant status) other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after November 29, 1996 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated

assistance (See Chapter 6 – Determination of Total Tenant Payment). The PHA may no longer offer temporary deferral of termination (see *Chapter 12 – Lease Terminations*).

## Chapter 12: LEASE TERMINATIONS (24 CFR §966.4)

### INTRODUCTION

The PHA may terminate tenancy due to a family's action or failure to act in accordance with HUD regulations (24 CFR §966.4(l)(2)), and the terms of the lease. This chapter describes the PHA's policies for notification of lease termination and provisions of the lease.

#### **A. Termination by Resident**

The resident may terminate the lease by providing the PHA a written thirty (30) days advance notice as defined in the lease agreement.

#### **B. Termination by PHA**

Public Housing participants who are victims of certain types of violence may be protected from termination by the Violence Against Women Act (VAWA). Participants cannot be terminated from assistance due to domestic violence and/or abuse by a partner or a direct result of domestic violence or abuse by a partner unless there is other cause for termination (such as non-payment of rent). Under VAWA protection, the abuser may be removed from the voucher while allowing the rest of the household to remain.

The lease may be terminated by the PHA at any time by giving written notice for violation of material terms of the lease, such as, but not limited to, the following:

- Failure to comply with the resident's current Stipulated Agreement
- Nonpayment of rent or other charges due under the lease;
- Chronic late payment of rent (late more than four times in a twelve-month period);
- Failure to pay reasonable charges within thirty (30) days that are caused by the resident(s) or guest(s) under the resident(s) control (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas (See *Chapter 9 – Leasing* {Resident Obligations});
- Failure to maintain all utilities not furnished by the PHA;
- Failure to respond or provide timely and accurate statements of income, assets, expenses and family composition at interim, or annual recertification;
- Non-compliance with non-citizen rule requirements;
- Failure to comply with community service requirements at the end of the twelve (12) month period;
- Failure to comply with PHA's housekeeping standards;
- Discovery of any inaccurate facts or omission of information that would have made the resident ineligible;

- Using the premises for purposes other than solely as a dwelling unit for the resident and household as identified in this Lease, or permitting its use for any other purposes;
- Providing accommodations for boarders or lodgers. The resident may not allow a visitor to stay overnight for more than thirty (30) cumulative days in a twelve (12) month period without consent of management. If the family has mitigating circumstances, a family can request, in writing, for a visitor to stay over thirty (30) days up to sixty (60) days once management has approved the request. Any adult not included on the HUD 50058, who has been in the unit more than fourteen (14) consecutive days, or a total of fifteen (15) cumulative days in the month, will be considered to be living in the unit as an unauthorized household member. The PHA reserves the right to request written proof of domicile for any guest who is seen visiting the leased premises more than fourteen (14) days in a thirty (30) day period. Should resident fail to provide such written proof of domicile, or should the fact be sufficient to evidence such guest's domicile in the lease premises, the PHA reserves the right to terminate the lease.
- Not using the dwelling unit solely as a primary dwelling for the resident and the resident's household as identified on the *Data Collection Sheet addendum* to the lease.
- Assignment or subleasing of the premises.
- Using the dwelling unit to operate a business without prior written approval.
- Failure to abide by all PHA house rules, and/or other notices made for the benefit and well being of the housing development and the residents.
- Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Failure to comply with the PHA's Non Smoking Policy.
- Failure to abide by applicable building and housing codes materially affecting health and/or safety of others.
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner and/or non compliance with recycling protocol.
- Failure to dispose of pet waste or control pet(s) (i.e.; lack of leash, barking dog, loose cat etc.) in accordance with pet policy and agreement.
- Feeding or harboring stray or wild animals.
- Failure to use electrical, plumbing, heating, ventilating, air conditioning, and other equipment, including elevators, in a safe manner.
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts.
- Failure to report an adult household member's criminal activity or convictions during an annual recertification.
- Criminal or other activity by an adult member of the household that threatens the health and safety of other public housing residents, guests, or other persons in the immediate vicinity of the premises.
- Criminal activity by an adult member of the household that threatens the health and safety of PHA staff.

- The resident may not knowingly allow any member of the resident's household, or a guest to engage in drug-related or violent criminal activity, in, on or near public housing premises (as defined in the lease), while the resident resides in public housing [the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance {as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)}]. When contraband or a controlled substance is seized on the above premises, incidental to a lawful search or conviction the landlord (the PHA) will bring an unlawful detainer against that resident
- *Drug-related criminal activity* means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute or use the drug. As Public Housing is a federal program, State laws that legalize medical marijuana directly conflict with federal law thus preempting state law. [2/10/2011 memorandum from Assistant Secretary Henriquez]
- Violating a condition of probation or parole imposed under federal or state law
- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime, or attempt to commit a crime that is a felony
- Committing acts of physical abuse or violence
- Over-Income
- Other good cause

### **C. Notification Requirements**

The PHA's written *Notice of Lease Termination* will state the reason for the proposed termination, and date of termination. It will offer the resident all of the rights and protections afforded by the regulations and this policy (see *Chapter 13 - Complaints, Grievances and Appeals*).

Notices of lease termination shall be in writing and delivered by personal delivery or posted in a conspicuous place to resident and all adult member(s) of the household and sent by first class mail properly addressed to resident. The notice shall contain a statement describing the resident's right to meet with the Site Manager to determine whether a reasonable accommodation would eliminate the need for a lease termination. Notice shall also be given to resident that if they are evicted and/or lease is terminated for any reason they are no longer welcome on PHA property at any time for any reason, absent approval of the Regional Manager (e.g. visiting children, welfare checks on adult family members, etc).

#### **TIMING OF THE NOTICE**

If the PHA terminates the lease, written notice will be given as follows:

- At least fourteen (14) days prior to termination in the case of failure to pay rent
- A three (3)-day notice may be served based on the seriousness of the offense and taking into consideration the health and safety of other residents or PHA employees.
- At least thirty (30) days prior to termination in all other cases.

The PHA shall notify the US Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

#### **DRUG RELATED CRIMINAL ACTIVITY**

The PHA must immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any federal or state law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity that threatens other resident's right to peaceful enjoyment. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse. The PHA will consider alcohol abuse to be a *pattern* if there is more than one incident during the previous eighteen (18) months.

The PHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as a divorce decree, incarceration, death, or copy of a new lease for the person including the owner's telephone number and address/or other substantiating evidence.

#### **D. Record Keeping**

A written record of every termination and/or eviction shall be maintained by the PHA at the site office where the family was residing, in compliance with the PHA record retention policy, and shall contain the following information:

- Name of resident, number and identification of unit occupied
- Date of the *Notice of Lease Termination* and any other notices required by state or local law; these notices may be on the same form and will run concurrently
- Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than the *Criminal History Report*)
- Date and method of notifying the resident

- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions

If there is a balance owing, the written record is kept in the site office for a period of three (3) years prior to archiving. If there is a refund due, the written record is kept in the site office for a period of one (1) year prior to archiving.

### ***E. Terminations due to Ineligible Immigration Status***

If the PHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for thirty-six (36) months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided.

### ***F. Terminations due to Over-Income*** [24 CFR 960.261; FR Notice 07/26/2018]

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's income has exceeded the most recent HUD-established Very Low Income (VLI) limit for the Sacramento HUD Metro Fair Market Rent Area multiplied by a factor of 2.4 (AMI) (or a different limitation established by the secretary) for two (2) consecutive years. Within six (6) months of the second year's income determination, a PHA must provide the family with the option to either have their tenancy terminate, or have their monthly rent increase to a value that is the higher of:

- The applicable fair market rent (FMR), as established by HUD or
- The total monthly subsidy for the unit, which includes operating subsidy and capital funds, as determined by regulations.

PHAs also have discretion, under 24 CFR 960.261, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self Sufficiency (FSS) program or currently receiving the earned income disallowance.

At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, the PHA will document the family file and begin tracking the family's over-income status.

If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the PHA will notify the family in writing that their income has exceeded the over-income limit. Additionally, if the family continues to be over-income for the next 12 consecutive months, the family will be subject to the PHA's over-income policies.



If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, and the family has not elected to be terminated from the Housing program, the PHA will charge the family a rent that is the higher of the applicable fair market rent (FMR) or the amount of total monthly subsidy for the unit.

The PHA will notify the family in writing of their new rent amount. The new rent amount will be effective thirty (30) days after the PHA's written notice to the family. If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHAs policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification.

The PHA will notify the family in writing that over-income policies no longer apply. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period. PHA will begin tracking over-income families once these policies have been adopted. The PHA may terminate tenancy for families whose income exceeds the limit for the program eligibility as described at 24 CFR 960.261.

## Chapter 13: COMPLAINTS, GRIEVANCES, AND APPEALS (24 CFR Subpart B)

### INTRODUCTION

It is the PHA's policy to ensure that all families have the benefit of all protections afforded to them under the law. Therefore, the PHA has established a grievance procedure which affords all residents the opportunity to be heard when a resident disputes, within a reasonable time period, any PHA action or failure to act involving the resident's lease with the PHA or PHA rules or regulations that adversely affect the individual resident's rights, duties, welfare, or status.

Grievances shall be handled in accordance with the PHA's approved grievance procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals. Grievance procedures are not applicable to the following issues:

- Disputes with non-residents
- Disputes between residents not involving the PHA
- Disputes with a live-in aide
- Disputes not involving the PHA
- Disputes involving drugs, violence or felony conviction
- Class grievances

### **A. Complaints**

It is the PHA's intent to process all complaints/issues in a timely manner. To accomplish this, the PHA has developed a process utilizing a *Tenant Management Communication Form (TMC)* through which all complaints are initiated. Residents may complete this form stating their issue(s) of concern and the form will be assigned to the appropriate department. The person filing the complaint is considered the complainant. The resident will receive a copy of this form for their records and a copy will be kept at the management office at all times as documentation of the resident's concern(s). The PHA requires that complaints that involve lease violations or disputes be put in writing so that a document trail is created. The PHA will consider anonymous complaints based on available resources.

Complaints regarding the condition of a unit or conditions of the grounds or common areas may be reported directly to the management office in person, by phone or in writing.

**Complaints from families:** If a family disagrees with an action or inaction of the PHA, complaints will be referred to the site staff. Complaints regarding repairs of the units must

be reported to the management office in person, by phone, or in writing. When a complaint is submitted via phone, site staff will document the complaint in the resident's Chrono.

**Complaints from staff:** When a PHA staff member reports that a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Regional Manager.

**Complaints from the general public:** Complaints or referrals from persons in the community in regards to the PHA or a family will be referred to the appropriate staff for processing.

## ***B. Informal Review Procedures for Applicants***

### **PREFERENCE DENIALS**

When the PHA denies a preference to an applicant, the family will be notified in writing of the specific reason(s) for the denial and offered the opportunity for a meeting with PHA staff to discuss the reasons for the denial and to dispute the PHA's decision. The person who conducts the meeting will be an employee of the PHA who is at or above the level of Housing Program Technician, but not the employee who made the final decision.

### **APPLICANT DENIALS**

Informal reviews are provided for applicants who are denied assistance. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to a formal hearing.

When the PHA determines that an applicant is ineligible for the program, the family will be notified of their ineligibility in writing. The notice will contain:

- The reason(s) they are ineligible;
- The procedure for requesting a review if the applicant does not agree with the decision;
- The time limit for requesting a review;
- The family's right to request that Informal Review be audio-recorded;
- The cost of transcribing the informal review is born by the requestor; and
- The family's right to request a translator, at the PHA's expense.

Before the PHA takes any adverse action based on a record of a criminal conviction(s), the PHA will provide the subject of the record, and the applicant a copy of the criminal record. A written request and picture I.D. will be required to ensure that the PHA maintains the security of the personal information of the subject of the criminal record. SHRA will not mail criminal records to any address, as this is a security risk. The applicant will be provided an opportunity to dispute the accuracy and relevance of the criminal record(s).

The PHA must provide applicants with the opportunity for an informal review of decisions when removing families from the waitlist.

Informal reviews are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family's unit size
- Determination that unit is not in compliance with required inspection standards
- Determination that unit is not in accordance with inspection standards due to family size or composition

#### **PROCEDURE FOR REVIEW FOR APPLICANTS**

Except where applicants can demonstrate good cause for delay, a written request for an informal review must be received by the PHA no later than fifteen (15) days (by the close of the business on the 15th day) from the date of the PHA's notification of denial. The informal review will be held within sixty (60) days from the date the request is received.

The informal review will not be conducted by the person who made or approved the decision under review.

The applicant will be given the option of presenting oral or written objections to the PHA's decision. The PHA will provide a translator to assist with the informal review upon request. The family must make the request to the PHA at least five (5) business days prior to the hearing. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense; however, the family must notify the PHA at least five business days prior to the hearing if the family plans to be represented by an attorney. If they do not notify the PHA at least five (5) business days before the hearing, then PHA will postpone the hearing.

The review may be conducted by mail and/or telephone if acceptable to both parties. A notice of the review findings will be provided in writing to the applicant within fifteen (15) days following the informal review. It will include the decision of the reviewer and a brief explanation of the reasons for the decision.

The informal review may be audio-recorded at the family's request. The cost of transcribing the informal review shall be paid by the party requesting the transcript.

All requests for an informal review, supporting documentation, and a copy of the final decision will be retained in the family's file.

#### ***C. Informal Settlement of Grievance for Residents***

When a resident disputes a PHA action, this grievance shall be personally presented, either orally or in writing, to the PHA or the site's management office within the time frame

established by the notice or within thirty (30) days of the notice of action the resident wishes to dispute. If there is no response from the resident within this time frame, the resident shall be deemed to have waived his/her right to use the grievance procedure. As a first step, a *Tenant Management Communication* form (TMC) should be submitted if applicable, as this will alert the site manager to the complaint or issue and allow a time to be set in order to discuss the matter informally before moving on to a formal hearing. If the complaint is not discussed at the time the TMC form is submitted then a date and time will be set for an informal settlement conference within 30 working days from receipt of the request and the resident will be notified in writing of the date, time and location of the informal settlement conference.

When a resident is served a *14 Day Notice to Pay Rent or Surrender Premises* or a *30 Day Notice of Termination of Tenancy* (for good cause) and is requesting a hearing, the informal settlement of grievance will be conducted by the Regional Manager along with another PHA management staff who was not involved in the decision. These staff members will hear the matter being disputed and send a summary of discussion to the resident. The filing of a grievance does not act to extend the period within which the resident must pay the rent due.

#### **SUMMARY OF DISCUSSION**

A summary of the discussion shall be prepared within ten (10) days from the date of the informal settlement conference and one copy shall be given to the resident and one retained in the PHA's resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedure by which a formal hearing may be obtained if the complainant is not satisfied with the decision.

#### ***D. Formal Hearing Procedures for Residents***

The PHA will provide participants with the opportunity for a formal hearing for decisions related to any of the following PHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment (HAP)
- Appropriate utility allowance used from schedule
- Family unit size determination under PHA occupancy standards
- Determination to terminate a family's FSS contract, withholding supportive services, or proposing forfeiture of the family's escrow account.
- Termination of assistance under a *14 Day Non-Payment Notice* or *30 Day Notice*

When a resident is served a 14-Day Non-Payment Notice or a 30-Day Notice of Termination of Tenancy the resident is entitled to request a formal hearing after compliance with the informal settlement conference. The PHA will provide the opportunity for a formal hearing before termination of assistance except when the expedited formal hearing procedures are invoked due to the nature and seriousness of the reasons that form the basis of the lease termination.

Formal hearings are not required for established policies, procedures and determinations by the PHA such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination that an assisted unit is not in compliance with UPCS
- A PHA determination that the unit is not in accordance with inspection standards because of the family size.

### **REQUEST FOR A FORMAL HEARING**

In order to request a formal hearing, the complainant must personally present a grievance orally or in writing to the resident's housing office within 10 (ten) business days from their receipt of the *Notice of Summary of Discussion* from the informal settlement of grievance meeting, if one was held. If the request for a formal hearing is received more than ten (10) business days after the resident receives the Notice of Summary of Discussion, they must provide good cause for the late submission (e.g. medical emergency). The written request shall specify:

1. The reasons for the grievance, and
2. The action or relief sought.

### **SELECTING THE HEARING OFFICER**

All formal hearings will be conducted by an impartial person or persons appointed by the PHA. The hearing officer will not be the person who made or approved the PHA action under review.

The PHA will determine the most qualified hearing officer in accordance with 24 CFR section 966.53(e), and will consult with the resident organizations before PHA appointment of a hearing officer or panel.

### **CONDUCT OF FORMAL HEARING**

The hearing officer is an impartial person(s) selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. Such individual(s) do not need legal training. The hearing officer will accept relevant information, evidence, and sworn testimony given under the penalty of perjury from both the resident (or his or her representative) and the PHA. The hearing officer will use this evidence, information, and testimony to arrive at a decision to either grant the relief sought by the resident or to allow the termination of the lease or other proposed adverse action to proceed. A written result of the hearing will be issued within fourteen (14) calendar days. Formal hearings may, but are not required, to be electronically recorded.

## NOTIFICATION OF HEARING

When the PHA receives a request for a formal hearing, a hearing shall be held within thirty (30) days from the receipt of the request for formal hearing. Family will receive a notice at least (ten) 10 business days before the hearing date **which will be deemed delivered immediately to the Family one (1) day after the PHA deposits the notice in the U.S. mail or immediately upon transmission to the Family by email.** The hearing notice will contain:

- The date and time of the hearing,
- The location where the hearing will be held,
- Information about the family's right to bring evidence, witnesses, legal or other representation at the family's expense. If the family brings legal representation, they must notify the PHA no later than five (5) business days prior to the scheduled hearing date. If the family does not provide such notice the PHA may postpone the hearing to secure counsel. Lack of notice to the PHA of the presence of counsel representing the family may cause the PHA to reschedule to hearing to allow the PHA's counsel to be present.),
- The family will be required to be sworn in under penalty of perjury, and
- The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. (Late requests for documents or evidence may result in postponement of the hearing. In this case, the resident and the PHA may agree to reschedule the hearing to a mutually agreed upon date and time. The family may review all documents relevant to the PHA's termination decision (with the exception of internal case notes or other internal PHA documents).

A notice will be sent to the family that the PHA is requesting a copy of any documents or evidence the family will use at the hearing and will identify where (and may identify to whom) the documents or evidence must be delivered. The PHA's request for any such documents or evidence must be received no later than five (5) business days before the hearing date to allow the PHA sufficient time to review the documents or other evidence.

The hearing officers require participants to conduct themselves in an orderly manner. Failure to comply with the direction of a hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party.

### The PHA's Formal Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule, only upon a showing of "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. If a family cannot appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the PHA within forty-eight (48) hours prior to the scheduled hearing date, excluding weekends and

holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear.

Prior to any formal hearing, the family will be required to be sworn in under penalty of perjury.

Families have the right to:

- Present written or oral objections to the PHA's determination
- Examine the documents in the file that form the basis of the PHA's action, and all documents submitted to the hearing officer. The family may review all documents relevant to the PHA's termination decision (with the exception of internal case notes or other internal PHA documents).
- Copy any relevant documents at their expense
- Present any information or witnesses relevant to the issue of the hearing
- Request that PHA staff be available or present at the hearing to answer questions pertinent to the case
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family and assess a fee according to the *Schedule of Fees and Charges*. The family should request these documents at least five business days prior to the hearing to allow the PHA to gather and copy the requested documents. In no case will the family be allowed to remove the file from the PHA's office.

In addition to other rights contained in this chapter, the PHA and the resident have a right to:

- Present evidence and any information relevant to the issue of the hearing
- Be notified if the family intends to be represented by legal counsel, advocate, attorney or another party no later than five (5) days prior to the hearing
- Examine and copy any documents to be used by the family prior to the hearing
- Have staff persons and other witnesses familiar with the case present

The formal hearing will be conducted by a hearing officer appointed by the PHA. The hearing officer will not be the PHA employee who made or approved the underlying decision or a subordinate of that person. In accordance with 24 CFR section 966.53(e), the hearing officer does not need legal training.

The hearing shall concern only the issue(s) for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented that have not been provided to the other party before the hearing. "Documents" includes records and regulations.



The hearing officer may ask the family for additional information and/or might adjourn the hearing early and order the parties to reconvene at a later date prior to reaching their decision in the case.

If the family misses a deadline ordered by the hearing officer without good cause, the action of the PHA will take effect and the family will not be granted another hearing on the matter at issue.

The hearing officer will determine whether the action, inaction or decision of the PHA is legal in accordance with HUD regulations and this ACOP based upon the evidence and testimony presented at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the PHA and the family within fourteen (14) days and shall include:

- A brief summary of the decision and reasons for the decision
- If the decision involves money owed to the PHA, the amount owed and documentation of the calculation of the debt
- Notice that the California Code of Civil Procedure section 1094.6 governs the time within which judicial review must be sought
- The date the decision will be effective
- If the PHA's decision is upheld by the hearing officer, a notice of termination of tenancy will be forwarded to the legal entity representing the agency instructing the representative to proceed with filing the unlawful detainer (eviction) action in court

Except as provided below, the decision of the hearing officer will be binding on the PHA. The PHA shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Executive Director determines, within a reasonable time and promptly notifies the resident of its determination.

The PHA is not bound by hearing decisions:

- Concerning matters in which the PHA is not required to provide an opportunity for a hearing
- That conflict with or contradict HUD regulations or requirements
- That conflict with or contradict federal, state or local law
- That exceed the authority of the person conducting the hearing

The PHA will send a letter to the participant if it determines the PHA is not bound by the hearing officer's determination within ten (10) days from the date this determination is made. The letter will include the PHA's reasons for the decision and will notify the resident that the matter will proceed to an unlawful detainer action (in which the resident retains

all rights to defend against the action in court). All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file (except for hearings involving reasonable accommodations, which are kept in a separate file).

If the hearing officer's decision upholds the PHA's decision to evict the resident, the PHA will proceed with filing an unlawful detainer (eviction) action against the family.

### ***E. Hearing and Appeal Provisions for "Restrictions on Assistance to Non-Citizens"***

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 United States Citizenship and Immigration Services (USCIS) appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending; however, assistance to an applicant may be delayed pending the PHA hearing.

#### DETERMINATION OF INELIGIBILITY

If a family member claims to be an eligible immigrant and the USCIS SAVE system and manual search do not verify this claim, the PHA will notify the applicant or resident within ten (10) days of their right to appeal to the USCIS within thirty (30) days or to request a formal hearing with the PHA either in lieu of or subsequent to the USCIS appeal.

If the family appeals to the USCIS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed with denial or termination of assistance. The time period to request an appeal may be extended by the PHA for good cause.

The request for a hearing must be made to the PHA within fourteen (14) days of receipt of the notice offering the hearing or within thirty (30) days of receipt of that notice if an appeal was made to the USCIS.

After receipt of a request for a formal hearing, the hearing will be conducted as described in the "Formal Hearing" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible and there are no other eligible family members the PHA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible member(s).

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member will be treated as ineligible. If all family members fail to provide such documentation or certification, the family will be denied or terminated based on this failure.
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
- Participants whose assistance is prorated (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 as described above) are entitled to a hearing based on their right to a hearing regarding determinations of their Total Tenant Payment (TTP).
- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same manner provided for terminations based on allegations of any other type of fraud.

#### ***F. Exclusions from Grievance Procedure***

The PHA shall exercise its right to exclude the most serious lease violations from the grievance procedures. This includes:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
- Any violent or drug-related criminal activity on or off such premises; or
- Any criminal activity that resulted in felony conviction of a household member

#### **RESIDENT'S RIGHT TO JUDICIAL REVIEW**

Nothing contained in the PHA's grievance procedure shall constitute a waiver of the resident's right to seek judicial review of a final decision issued by the hearing officer and upheld by the PHA.

For cases in which the PHA is not required to grant the resident a hearing under its administrative grievance procedure concerning a lease termination and the PHA has decided to exclude such grievance from its grievance procedure, the notice of lease termination will:

- State that the resident is not entitled to a grievance hearing on the termination;
- Specify the judicial eviction procedure to be used by the PHA for eviction of the resident; and
- State whether the eviction is based on criminal activity as described in 24 CFR §966.51(a)(2)(i)(A) or for drug-related criminal activity as described in 24 CFR §966.51(a)(2)(i)(B).

## Chapter 14: FAMILY DEBTS TO THE PHA

### INTRODUCTION

This chapter describes the PHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines used for different types of debts. It is the PHA's policy to meet the informational needs of families and to communicate the program rules to families in order to prevent them from incurring debts to the PHA. Before a debt is assessed against a family, their file should contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation in a clear format for review by the family or other interested parties.

When families owe money to the PHA, the PHA will make every effort to collect the debt. The PHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits / judgments
- Payment agreements
- Collection agencies
- Credit bureaus / entries
- Income tax off-set programs
- Referral to the state Department of Justice
- Referral to the Office of Inspector General

### **A. *REPAYMENT Agreements for Families***

A repayment agreement is one entered into between the PHA and the person who owes a debt to the PHA. It contains details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement. The PHA has the discretion to establish payment thresholds and policies for repayment agreements in addition to HUD required procedures.

#### **GUIDELINES FOR REPAYMENT AGREEMENTS**

The **standard** length of time the PHA will enter into a repayment agreement with a family is twelve (12) months unless otherwise specified and approved by the PHA.

The minimum monthly amount of monthly payments for any repayment agreement is fifty dollars (\$50), subject to review by PHA management of a resident's claim that this amount would constitute an undue financial burden. In such cases, PHA management may reduce the monthly payment amount.

It is at the discretion of the PHA to enter in a repayment agreement. There may be some circumstances in which the PHA will not enter into a repayment agreement, including, but not limited to:

- If the family already has a repayment/payment agreement in place
- If the PHA determines that the family has committed program fraud

The monthly payments may be decreased in cases of family hardship, upon request by the family with management's approval and verification of the hardship. Also, monthly payments may be increased at the family's request or in the event the family's income increases. If the family refuses to enter into a Repayment Agreement or fails to make payments on an existing or new Repayment Agreement, the PHA ~~must~~ **may** terminate the family's program participation ~~HUD does not authorize any PHA sponsored debt forgiveness programs.~~ **utilizing HUD's required due process as required by regulation.**

A payment will be considered late if the payment has not been received before 5:00 PM on the date the payment was due.

If the resident fails to make a payment of past due charges as agreed on the Repayment Agreement, the remaining amount shall become immediately due and payable and an eviction complaint may be filed.

### ***B. Debts Due: Fraud/Non-Reporting of Information [24 CFR section 792.103]***

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

#### **FAMILY ERROR / LATE REPORTING**

Families who owe money to the PHA due to their unintentional failure to report increases in income will be required to repay the debt owed in accordance with the guidelines in the payment schedule section of this chapter.

#### **PROGRAM FRAUD**

The PHA has a zero tolerance policy for program fraud. If a family commits intentional program fraud the PHA will initiate termination of tenancy proceedings immediately. The PHA will issue a *30 day Notice of Termination of Tenancy* as a first step in this process. Families who commit program fraud will be required to repay the amount in full within ten (10) days. If the full amount is paid within this time period the family will be able to vacate public housing without the PHA initiating an unlawful detainer (eviction) action against the family.

If a family owes a debt to the PHA as a result of the family's fraud or program abuse, the case will be referred to the Office of the Inspector General. When the amount owed exceeds \$25,000, the PHA may demand full repayment of the debt and refer the case to the Office of the Inspector General (OIG) for investigation and possible prosecution. Where appropriate, the PHA will also refer the case for criminal prosecution.

### **C. Debt Owed to Public Housing Agencies and Terminations**

The following information is collected about each member of the household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once participation in the housing program has ended, whether the resident voluntarily or involuntarily moves out of an assisted unit:

1. Amount of any balance owed the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (e.g. unpaid rent, retroactive rent [due to unreported income and/or change in family composition] or other charges such as damages, utility charges, etc.); and
2. Whether or not the resident has entered into a repayment agreement for the debt owed to the PHA; and
3. Whether the resident has defaulted on a repayment agreement; and
4. Whether the PHA has obtained a judgment against you; and
5. Whether the resident has filed for bankruptcy; and
6. The adverse reason(s) for the resident's end of participation or any negative status in public housing (e.g. abandonment of unit, fraud, lease violations, criminal activity, etc.) as of the end of the participation date.

As per HUD form 52675 (*Debts Owed to Public Housing Agencies and Terminations*) all information collected will be shared with other PHAs, collection agencies, and the State of California Tax Intercept Program.

### **D. Debt Collection**

Within twenty-one (21) days of a resident moving out of a PHA unit, the Regional manager will mail out a *Final Disposition Letter* to the last known address of the resident. The letter will include:

- A break-down of any credits or charges owed to the PHA;
- The name of the person(s) the family may contact to dispute the charges;
- The debt collection methods the PHA may pursue, including notice of PHA's intent to send delinquent accounts to a debt collection agency, Interagency Intercept Collection Program (IICP), and the credit reporting bureaus if the family does not repay the debt to the PHA;
- Information regarding how the former resident may dispute the charges

If the family disagrees with the disposition of the security deposit(s) or statement of charges, the following procedure will apply:

- The family must submit a written request for review by PHA management;
- The request must be received by the management office within ten (10) days of the date on the Disposition Letter.

If the former resident does not remit payment within twenty-one (21) days of receiving the disposition letter the following actions will occur:

- The Regional manager will send a write-off request to the Portfolio Manager within ten (10) days after the twenty-one (21) day remittance period ends;
- The regional manager will enter the debt in the Electronic Income Verification (EIV) system within 10 days after the 21-day remittance period ends;
- The Portfolio Manager may forward the write off and supporting documents to the Director of Housing;
- The Director of Housing may approve the write-off
- The debt may be submitted to a debt collection agency
- The debt collection agency will send out a letter informing the former resident that the debt has been turned over for collection

If the former resident still fails to remit payment, these practices may follow:

- Account balances will be referred to the Interagency Intercept Collection Program (IICP)
- Negative information may be reported to credit reporting agencies
- The PHA may take appropriate legal action against the family based on the debt owed to the PHA.

### ***E. Writing Off Debts***

All debts will be referred for collection. Debts will be written off when:

- The debtor is deceased and has no recoverable assets;
- The debtor is confined to an institution indefinitely and has no recoverable assets.

### ***F. Debt Collection Practices***

All debts owed to the PHA will be collected in accordance with the Rosenthal Fair Debt Collection Practices Act (California Civil Code §§ 1788 et seq.).

**G. *Debt Transfer***

If a resident transfers to another dwelling unit operated by the PHA, the current lease shall terminate and a new lease shall be executed for the new dwelling unit. Any debt incurred by the resident of the previous dwelling unit will transfer to the lease of the new dwelling unit.



## Chapter 15: COMMUNITY SERVICE AND SELF-SUFFICIENCY

### INTRODUCTION

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents contribute eight (8) hours per month of community service or participate in eight (8) hours of training, counseling, classes or other activities to help them achieve self-sufficiency and economic independence. This is a requirement of the Public Housing Lease.

#### **A. *Program Requirements***

Community service and economic self-sufficiency requirements mandate that each nonexempt adult household member (18 years or older) shall either contribute eight (8) hours per month of community service, or participate in an economic self-sufficiency program for eight (8) hours per month (see 24 CFR section 960.603(a)). The requirements can also be met by performing a combination of 8 hours of community service and participation in an economic self-sufficiency program. The required community service or self-sufficiency activity may be completed at eight (8) hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as ninety six (96) hours is completed by each annual certification.

The performance of eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two (2).

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

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;
- Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys and Girls clubs, 4-H program, PAL, garden center, community clean-up programs, beautification programs, other youth or senior organizations;
- Help neighborhood groups with special projects;
- Work through resident organization to help other residents with problems, serve as an officer on a resident committee, or serve on the Resident Advisory Board (RAB);
- Care for the children of other residents so those residents may volunteer.

NOTE: Political activity is excluded.

Self-Sufficiency Activities are activities that include, but are not limited to:

- Job readiness or job-training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Apprenticeships
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Student status at any school, college or vocational school

*Family obligations:*

At lease execution and at each annual and interim recertification, all adult members of a public housing resident family must sign the *Community Services Exemption Checklist* certifying that they have received and read this policy:

- Non-exempt family members must present a completed certification form (provided by the PHA), signed by the party administering the qualifying activities, certifying that the qualifying activities were performed over the previous twelve (12) months. Failure to comply with the community service requirement will result in non-renewal of the family's lease.

## **B. PHA Responsibilities**

Whenever possible, the PHA will provide contact information for agencies that may have opportunities for residents to fulfill their community service obligations.

The PHA will provide families with a *Community Services Exemption Checklist* and recording/certification forms (non-exempt families only) and a copy of this policy at lease execution.

The PHA will make the final determination as to whether a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure (see Chapter 13 – *Complaints, Grievances and Appeals*) if they disagree with the determination.

## **C. Exempt Adults**

Public housing residents are exempt from community service activities or self-sufficiency work activities if they are:

- 62 years of age or older or will turn 62 prior to the next determination
- Blind or disabled as defined under 216 (i)(1) or 1614 of the Social Security Act (42 USC 416(i); 1382c, and who certifies that because of this disability he or she is unable to comply with the service requirement
- A primary caretaker of a blind or disabled person, even if the blind or disabled person is not a resident of public housing
- Working at least twenty (20) hours per week or engaged in work activities as defined in Section 407(d) of the Social Security Act
- Exempt from the work requirements for a state welfare program, including Welfare-to-Work
- A parent home schooling their child(ren)
- An active member of the Agency's Family Self Sufficiency Program.
- Receiving Temporary Assistance for Needy Families (TANF) assistance or Supplemental Nutrition Assistance Program (SNAP) and have not been found to be in non-compliance (Note: Individual members of the family receiving benefits or services under TANF or SNAP are exempt, effective January 1, 2017, for the duration of their receipt of these benefits). This exemption is based on the requirements of TANF and SNAP that recipients of these programs engage in similar self-sufficiency activities.

#### ***D. Non-Compliance of Family Members***

If the PHA determines that a family member is required to fulfill a service requirement, but the family member has failed to do so, the PHA will send the family a notice describing the noncompliance at least thirty (30) days prior to the end of the lease.

In the event of noncompliance, the lease will end unless:

- The family provides proof that the non-compliant resident is no longer in the unit or
- The non-compliant family member and the Head of Household sign an agreement with the PHA to make up the deficient hours over the next twelve-(12) month period. The agreement will stipulate the number of hours the family member is required to perform each month. Staff will monitor these agreements to ensure that the family member is complying with the agreement. Non-compliance with the make-up agreement will result in termination of tenancy at the end of the current 12-month lease. The PHA will issue a 30-day notice of termination based on violation of this agreement.

The resident may request a grievance hearing regarding the PHA's determination of non-compliance and may exercise any available judicial remedy to seek timely amendment of the PHA's non-renewal of the lease due to such determination.

## **CHAPTER 16: FAMILY SELF SUFFICIENCY PROGRAM**

### **INTRODUCTION**

The PHA participates in the Family Self-Sufficiency (FSS) Program offered by the Department of Housing and Urban Development (HUD). Through this program, the PHA assists participants in order to help them increase their earned income, thereby increasing their ability to become economically self-sufficient. Both the delivery of services and planning will be coordinated with various community resources in an effort to deliver the highest quality assistance available to residents.

#### ***A. Family Self-Sufficiency Mission Statement***

The PHA is dedicated to connecting assisted families in the Family Self-Sufficiency (FSS) Program with existing community services to help families achieve economic self-sufficiency.

#### ***B. Program Goal***

The PHA's goal is to assist FSS Program Participants in any manner possible to enable families/individuals to become economically self-sufficient.

#### ***C. FSS Family Selection Procedures***

It is the policy of the PHA to comply with all federal, state, and local nondiscrimination laws, the Americans with Disabilities Act (ADA), and the HUD regulations governing Fair Housing and Equal Opportunity. In addition, the PHA's FSS staff will, upon request, provide reasonable accommodations to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program. The PHA will not discriminate against any potential/current participant based on disability(ies). The PHA will make all reasonable accommodations in order to allow participant participation in the FSS Program. Should the PHA be unable to accommodate a participant due to undue financial or administrative burden, or because such an accommodation would constitute a fundamental alteration to the program, the resident will be referred to other agencies that may be better able to assist the resident.

Families will always be selected in a nondiscriminatory manner, without regard to race, color, religion, sex, family status, national origin, disability, sexual orientation, or gender identity, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended and Executive Order 11063.

FSS applicants will be notified in writing of the reason(s) they were **not** selected for participation and will be informed they have the opportunity to appeal the decision.

Any person who previously participated in the FSS Program, and voluntarily self-terminated or did not complete the program may re-apply for the program after a one year waiting period. If an open slot is not available, the family will be placed on the waiting list.

Graduates of the FSS Program will be denied participation in the FSS Program a second time.

#### **WAITING LIST**

When necessary, the PHA will maintain a waiting list for the FSS Program, and will select applicants on a first come, first served basis. A limited number of FSS slots and funding is available and a waitlist helps to manage orderly admissions to the FSS program. Priority will be given to those applicants who are currently enrolled in an economic self-sufficiency program, in school, in a training program (resident trainees), or in TANF's Welfare to Work Program. The PHA will also give priority to families that have recently (less than one [1] year) moved into assisted housing.

FSS Program staff will determine when there is an opening and the funding available to add another family to the program. If so, the next applicant will be contacted so they may apply for the FSS program.

#### ***D. Outreach Efforts***

Efforts will be targeted equally to minority and non-minority families to ensure that non-English speaking families receive information and have the opportunity to participate in the FSS program. Efforts will also be made to serve persons with disabilities including, but not limited to, persons with impaired vision or hearing.

Publication and outreach efforts for the FSS program may include, but are not limited to, distribution of FSS program flyers in mass mailing of program information to current SHRA PH residents and HCV clients and distribution of materials to all eligible participants may occur at the discretion of the Program Manager's of both PH and HCV and within the constraints of the SHRA budget. Interpreters for deaf individuals or those with hearing impairments will be used as needed and participants may contact staff via 711 (previously TTD/TDY) or email for information and assistance.

Outreach informational material about the FSS Program may include:

- Details about program history
- Available resources
- Requirements for eligibility
- Application procedures
- Participant responsibilities
- Program benefits

- Fss Staff names and contact information

### ***E. Activities, Engagement and Supportive Services***

FSS Program Coordinators shall, upon request, use all available resources to procure any information regarding assistance participants may need (particularly to complete a FSS goal) and provide such information to participants directly through personal, phone, fax, e-mail or mail contact. FSS Program Coordinators will maintain effective relationships with representatives from the local agency branches and any other relevant program that may provide assistance to participants in completing their program goals. Program coordinators may also offer the following resources and supportive services, as they become available:

- Quarterly support group meetings
- Notices about the availability of new services
- Job search materials and notices
- Resume creation and evaluation
- Homeownership opportunity information
- Financial Literacy Workshops
- Customized Workshops (ie. home ownership, employment development and preparation. etc.)

### ***F. Identification of Support Needs***

Methods used for identifying and delivering support services for applicants or participants shall be as follows:

Applicants:

All FSS Program applicants are given two opportunities for their needs to be noted and evaluated:

- Pre Enrollment Form:  
→ This form allows applicants to address their interpretation of what they need in order to become self-sufficient and/or complete personal goals.
- Needs Assessment:  
→ All interviewed FSS Program applicants will have a needs assessment completed during their initial FSS interview by a FSS Program Coordinator.

Participants

- All FSS Program participants are given regular opportunities to have their needs noted and evaluated at annual appointments and any interim appointments. Any new or continuing needs will be addressed at these appointments through verbal communication and review of the initial needs assessment.

- All participants will continue to receive referrals to supportive services on an ongoing basis. The PHA may make referrals for services, including, but not limited to: transportation, job training, job search, financial assistance, education and any other service that FSS Program Coordinators may be able to procure on behalf of the participant.

### **G. Change of Head in Household**

The FSS head of household is the head of household designated on the family's housing assistance for purposes of rent determination. The head of household is responsible for the requirements under the *Contract of Participation, Individual Training and Service Plan*, and other related documentation.

If a family wishes to transfer head of household status, this can only be done with the permission of the housing manager, and this status may only be transferred to an adult member of the household who is listed on the family's lease/rental agreement. This person must also agree to assume all of the responsibilities, conditions, and terms as the FSS head of household listed in the *Contract of Participation, Individual Training and Services Plan*, and other related documentation.

Upon approval from the Housing Manager, a written request must be submitted to the FSS program and will be attached to the *Contract of Participation* as an amendment. The request must contain the following:

- Name of new designated head of household
- Effective date of change
- Signature of new head of household
- Signature of initial head of household
- Signature of the FSS case manager
- The date signed

The new Head of Household will be required to develop his or her own Individual Training and Services Plan. The contract expiration date and baseline income and TTP figures will remain the same.

### **H. Completion of Contract**

In order to successfully complete the FSS Contract of Participation and receive any money in the FSS Escrow Account, participants must meet the following criteria:

- The head of household has obtained suitable employment (see Employment Definitions below)
- All members of the household have been independent of welfare benefits for at least twelve (12) consecutive months prior to the completion date of the contract. Welfare is defined as income assistance from federal or state welfare programs, and includes only cash maintenance payments designed to meet a

family's ongoing basic needs. It does *not* include food stamps, social security benefits, Medicaid, or similar benefits

- All activities listed on the Individual Training and Service Plan (ITSP) must be completed within the designated timeframes
- The household is in full compliance with the lease. Any monies owed for unpaid rent or damages to the assigned unit will be deducted from the escrow account balance.

### **Employment Definitions**

*Seek employment:* the head of household has applied for employment, attended job interviews, and otherwise followed through on employment opportunities as outlined in the ITSP as outlined in the Contract of Participation (COP).

*Maintain employment:* by the last effective day of the COP, the head of household will complete:

- All obligations outlined in the ITSP;
- Obtained suitable employment;  
OR
- Be employee and enrolled/participating in a part-time education or training program as agreed.

*Suitable employment* generally refers to a job that offers livable to the participant's recent employment and duties that fit their education level and work experience.

For self-employment: a trade or business activity as one that is regular, frequent and continuous and make ongoing efforts to further the interests of the business.

Accommodations for disabled individuals: Requests for reasonable accommodations must be submitted in writing and supported by a written statement from the individual's medical provider at least 120 days prior to program completion. The statement will include a recommendation from the medical provider as to a specific number of hours that the individual is able to work due to disability. Requests will be considered on a case-by-case basis.

### **Suitable employment is defined as follows:**

A) Employment with an established, legitimate business (the participant is receiving a regular paycheck from which taxes and other required deductions are withheld).

B) Self-employment, which is verifiable through signed federal income tax returns.

C) Contracted or commission employment will be considered if it meets the income requirements, is verifiable, and is being declared for tax purposes.

Informal employment that does not meet the criteria listed above will not be considered (employment where income is not declared for tax purposes).



Employment must be in a lawful activity.

## ***I. Program Termination***

The following guidelines will be used regarding the above listed issues:

Reasons for Termination:

For Cause

- Any participant terminated for cause from the FSS Program will only be allowed to participate in the PHA's FSS Program at the PHA's discretion.

Failure to Maintain Contact

- All participants should contact their FSS Program Coordinator quarterly to provide the coordinator with an update on their progress in completing goals and meeting needs. Participants who consistently fail to maintain contact with their coordinators will be notified by mail. The notice will include a request for the participant to contact their coordinator immediately. Failure to do so could result in termination. If participants fail to promptly contact their program coordinators, the PHA will mail them a letter of termination with a right to appeal within fifteen (15) days. If participants fail to respond within fifteen (15) days, they will be terminated from the Program and will forfeit any escrow monies.

Failure to Show for Appointments

- Any participant who fails to appear for three scheduled appointments consecutively will be sent a letter of termination from the Program with a right to appeal within fifteen (15) days. If participants fail to respond within fifteen (15) days, they will be terminated from the Program and will forfeit any escrow monies..

Failure to Meet and Complete Goals

- Any participant who consistently fails to complete any of the goals listed within individual ITSP will have their contract reviewed at quarterly meetings for assessment of those goals. If participant consistently does not meet all goals on the ITSP after quarterly reviews, the participant may be terminated from the FSS Program (except those covered by a reasonable accommodation exception) and will forfeit any escrow funds.

All Reasons Outlined In Contract of Participation (COP)

- Termination of participation in the FSS Program may occur for any participant for reasons outlined and listed within the COP.

## **J. *Withholding of Services***

All participants must complete activities within dates listed in each ITSP and provide the PHA and HUD with information about their participation in the FSS Program in order to help evaluate the Program.

- All family members in the participating household must:
  - Comply with the terms of lease;
  - Become independent of cash assistance and remain so for at least twelve (12) consecutive months before contract expiration;
  - Participant Head of Household must seek and maintain suitable employment after completion of job training/educational program(s) as listed in ITSP.

Failure of participant to meet the obligations set forth above may result in withholding of supportive services to the participant and/or possible termination from FSS Program.

## **K. *Grievance Procedures***

All participants and applicants to the FSS Program will be provided information regarding their “Right to Review/Appeal,” as outlined in this ACOP. Participants and applicants may file a grievance for any decision involving termination from FSS Program, denial of FSS participation, escrow monies forfeited, and withdrawal of FSS Program Application. All hearings on such issues will be conducted in accordance with this ACOP.

## **L. *Assurance of Non-Interference***

The PHA will not take adverse action against individuals or families who choose not to participate in, or are terminated from the FSS Program, including denial of admission or termination of assistance.

## **M. *Escrow Accounts***

All escrow accounts shall be handled in the manner deemed acceptable according to HUD rules and regulations as stated within the following documents:

- Contract of Participation
- FSS Escrow Credit Worksheet
- The PHA FSS Action Plan
- Any related new HUD Mandate

## Interim Withdrawals

- The PHA will allow participants to make interim withdrawals of a portion up to 50% of the total amount deposited into the escrow account, plus any interest earned, less any monies owed to the PHA provided that the following terms are met:
  - Participants must complete the Escrow Withdrawal Request form.
  - Participants must provide a reason for withdrawal, which must be related to: Completion of Educational/Job Training related goal(s), such as a lack of money for tuition, books, manuals, equipment, etc. Participants must provide verification of the funding amount needed.
  - Checks must be issued to both the participant and agency/business that will be accepting participant's payment for reasons set forth above.
  - At the time of escrow withdrawal request, the participant must meet interim goals stated in ITSP within the stated time period.

The Escrow Account is established to encourage the family to complete the goals listed in their contract. This incentive is minimized with frequent withdrawals from the escrow account so interim escrow account distributions should be very limited and will be considered only when there are no other options available to meet the funding need.

## Disbursement of Escrow Account Funds

- All participants who have successfully completed the FSS program are eligible to receive their escrow payment. The escrow payment will be the amount deposited into the account of participant's behalf, plus any interest, less any monies owed to the PHA, once verification has been obtained that no family member is receiving cash assistance.

## Forfeited Escrow Monies

- All escrow monies forfeited due to *Contract of Participation* termination and/or fraud committed by the participant shall be placed back into the Public Housing Operating Subsidy account maintained by the PHA.

## Escrow Account Reporting

- All participants who have any amount of monies deposited into an escrow account on their behalf shall receive a report of the amount, including any interest earned at least once per year. The PHA will retain accurate records for escrow accounts, including all deposits, withdrawals, interest earned, forfeited amounts and disbursements for each participant.

## ***N. Contract Extension Policy***

Every COP is originally executed for five (5) years. Some participants may complete their program participation before the five (5)-year period ends. However, some participants may need more than five years to successfully complete the FSS Program. A COP may be extended for a period not exceeding two (2) years from original end date of the contract.

Reasons for contract extensions include:

- To allow a participant to meet the goal of being off cash assistance for twelve (12) months;
- A participant experiences an involuntary job loss;
- A participant, or a dependent, has experienced a serious illness or injury that delayed the participant's meeting and completing goals listed within the ITSP;
- A participant has an interruption in their supportive services due to moving (port-ins) and the interruption delays the completion of a goal (e.g. the participant is in college and needs to take more credits in order to graduate, but the earned credits are not transferable due to school policy).

A participant must be able to provide verification of at least one of the above situations in order to qualify for a contract extension.

## ***O. FSS Reenrollment Policy and Procedures***

The goal of the PHA is to make the FSS Program accessible and available for those participants who have not had the opportunity to enroll, and for those who are porting in from another jurisdiction and who need the assistance and resources upon their arrival to sustain self-economic growth. An FSS participant who had successfully completed the program with an escrow amount will not be eligible for reenrollment. Any person who participated previously in the FSS Program and self terminated or did not complete the program may re-apply for the program after a one year waiting period. If an open slot is not available, the family will be placed on the waiting list.

The PHA will allow the following circumstances for reenrollment:

- An FSS participant from another PHA porting into this PHA's jurisdiction, provided that the program has available openings;
- Any participant whose contract was terminated due to their COP expiring, where no goals were achieved, and no escrow was established, will be eligible for reenrollment after two years since the last COP expired;
- Any participant who was terminated from the FSS Program for program violations, but the PHA's decision was overturned at an informal settlement of grievance, will be eligible for reenrollment into the FSS Program;
- Any participant who had to terminate from the FSS Program due to hardship (defined but not limited to those listed in the contract extension policy), or if

resources and services were not available at the time of their COP will be eligible for reenrollment provided that services are now available to meet the goals outlined in their ITSP.

## **Chapter 17: Violence Against Women Act & Domestic Violence**

### **INTRODUCTION**

The Violence Against Women Act (VAWA) adds a new housing provision that establishes several categories of protected individuals. Under the law, survivors of domestic violence, dating violence, stalking, and survivors of sexual assault are granted protections, and cannot be denied or terminated from housing or housing assistance due to activity that is directly related to domestic violence.

#### **A. Purpose**

The purpose of this policy is to reduce domestic violence, dating violence, sexual assault, stalking and to prevent homelessness by:

- protecting the safety of survivors;
- creating long-term housing solutions for survivors;
- building collaborations among service providers for survivors; and
- assisting the PHA to respond appropriately to the violence while maintaining a safe environment for the PHA, employees, applicants, Housing Choice Voucher (HCV) participants, public housing program participants and other parties.

This policy will assist the PHA in protecting the individual rights of its applicants, public housing residents, Housing Choice Voucher (HCV) participants and other program participants under VAWA.

This policy is incorporated into the PHA's "Admissions and Continued Occupancy Policy," the Housing Choice Voucher Administrative Plan, and all other PHA housing programs.

#### **B. Definitions**

The definitions in this section apply only to this Policy.

Actual or imminent threat: Physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual or imminent threat, the factors to be considered include: the duration of the risk; the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual: A spouse, parent, brother, sister, child or a person to whom the resident stands in place of a parent or guardian, or any individual, resident, or lawful occupant living in the resident's household.

Confidentiality: The PHA will not enter information survivors provide to the PHA alleging domestic violence into a shared database or provide this information to any related entity.

Dating Violence: Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the survivor; and (b) where the existence of such relationship will be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship.

Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, committed by a person with whom the he or she shares a child in common, committed by a person who is cohabitating with or has cohabitated with the survivor as a spouse or intimate partner, committed by a person similarly situated to a spouse of the survivor under the domestic or family violence laws of California, or committed by any other person against an adult or youth survivor who is protected from that person's acts under California's domestic or family violence laws.

Perpetrator: A person who commits an act of domestic violence, dating domestic violence or stalking.

Safe unit: Refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

Spouse or Intimate Partner of the Victim: Includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

Sexual Abuse: To cause substantial emotional or physical harm to the person, an affiliated individual, or a spouse/intimate partner.

Sexual Assault: Any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Bona Fide Claim: A bona fide claim of domestic violence, dating violence or stalking must include incidents that meet the terms and conditions set forth in the definitions above.

### **C. Certification and Confidentiality**

The person seeking VAWA protections shall provide complete and accurate certifications to a PHA owner or manager within fourteen (14) business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the fourteen (14) business days, a PHA owner or manager may take action to deny or terminate participation or tenancy. Mitigating circumstances would be considered in any case where the person seeking VAWA protection did not submit their documentation timely. Additional time may be granted on a case by case basis.

### **D. HUD Approved Certification**

For each claimed incident of abuse, the person seeking protection may certify to the PHA, owner or manager, their status under VAWA by completing a HUD-approved certification (form HUD-5382). The person shall certify the date, time and description of the incidents, that the incidents are *bona fide* incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator, including but not limited to, the name and, if known, all aliases, date of birth, address, contact information such a postal, e-mail or internet address, telephone or facsimile number or other identification if it is safe to provide and is known to the individual seeking protection.

### **E. Other Certification**

A person who is claiming protection under VAWA may provide to the PHA, an owner or manager: (a) documentation signed by the individual and an employee, agent or volunteer of a service provider, an attorney, record of administrative agency, mental health professional or a medical professional from whom the individual has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury his or her belief that the incident(s) in question are *bona fide* incidents of abuse; or (b) a federal, state, tribal, territorial, local police or court record.

Additional information may be requested for clarification purposes.

### **F. Confidentiality**

The PHA and the owner and managers shall keep all information provided to the PHA under this section confidential. The PHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- the individual seeking protection requests or consents to the disclosure in writing;



- the disclosure is required for eviction from public housing and/or termination of Housing Choice Voucher (HCV) assistance; or
- the disclosure is required by applicable law.

Unless given permission from the victim to do so, the PHA or owner must not leave messages that contain confidential information or refer to VAWA, the VAWA protections, or the domestic violence, dating violence, sexual assault, or stalking (e.g., asking the victim to come to the PHA office to pick up the form HUD-5382) on the victim's voicemail system or with other individuals, including members of the victim's household.

If the victim gives the PHA or owner permission to contact them about the domestic violence, dating violence, sexual assault, or stalking via mail, voicemail system, electronic mail, or other method approved by the victim, best practice would be to ensure this permission is in writing. If it is not feasible for the victim to provide the permission in writing, the PHA or owner may make a note in the victim's file about which forms of communication with the victim have been approved by the victim. The written permission or other notation must be kept confidential.

When discussing these matters directly with the victim, PHAs and owners must take reasonable precautions to ensure that no one can overhear the conversation.

### ***G. Appropriate Basis for Denial of Admission, Assistance, or Tenancy***

The PHA will not deny participation in or admission to its programs on the basis of a person's abuse status if the person otherwise qualifies for admission to or participation in the programs.

An incident or incidents of actual or threatened domestic violence, dating violence, stalking, or sexual assault against a protected party does not constitute a serious or repeated violation of the lease by the survivor and shall not be good cause for denying the survivor admission to a program, terminating assistance or occupancy rights, or evicting a survivor.

Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a resident's household or any guest or other person under the resident's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the resident or an affiliated individual of the resident's family is the survivor of that domestic violence, dating violence, or stalking.

The PHA or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without evicting, removing, terminating assistance to or otherwise penalizing the survivor of the violence who is also a resident or lawful occupant. If bifurcation occurs and the removed resident or lawful occupant is

the sole resident eligible to receive assistance under the public housing program, the PHA will provide any remaining resident the opportunity to establish eligibility for the public housing program. If the remaining resident cannot establish eligibility, the PHA is required to provide the resident a reasonable time to find new housing or to establish eligibility under another covered housing program.

Nothing in the previous sections shall limit the authority of the PHA, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil or criminal protection orders issued to protect the individual against the perpetrator of the violence, or those court orders issued to address the distribution or possession of property among the household members when the family breaks up.

Nothing in the previous sections shall limit the PHA, an owner or manager's authority to evict or terminate assistance to any resident for any violation of lease that does not involve an act or acts of violence against the resident or a member of the resident's household. However PHA, owner or manager may not hold a survivor to a more demanding standard than other residents based on their status under VAWA.

Nothing in the previous sections shall limit the PHA, an owner, or manager's authority to evict or terminate assistance, or deny admission to a program if the PHA, owner or manager can show an actual and imminent threat to other residents, neighbors, guests, their employees, persons providing service to the property or others if the resident family is not evicted or terminated from assistance or denied admission.

Nothing in the previous sections shall limit the PHA, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.

A public housing resident who moves out of an assisted dwelling unit to protect his or her health or safety and who: (a) is protected under VAWA pursuant to this Policy; (b) reasonably believes he or she is imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the Public Housing resident will be placed on the PHA's transfer list. Once selected from the transfer list, the resident will be presented with transfer offers.

## ***H. Actions Against a Perpetrator***

The PHA may take action against a perpetrator of domestic violence; however, the survivor of the domestic violence is advised to take action to control or prevent the violence, sexual assault, dating violence, or stalking. The action may include but is not limited to: (a) obtaining and enforcing a criminal and/or civil restraining order against the perpetrator, (b) bringing a claim for trespass against the perpetrator and enforcing any judgment granted by the court against the perpetrator, (c) notifying the PHA and law

enforcement that the perpetrator is trespassing on the property, (d) preventing the delivery of the perpetrator's mail to the his or her unit; and (e) other reasonable measures.

***I. PHA Right to Terminate Housing and Housing Assistance Under this Policy***

Nothing in this policy will restrict the PHA, owner or manager's right to terminate tenancy for lease violations by a resident who claims VAWA as a defense if it is determined by the PHA, owner or manager that such a claim is not credible. Nothing in this policy will restrict the PHA's right to terminate tenancy if the resident: (a) allows a perpetrator to violate a court order relating to the act or acts of violence; or (b) if the resident voluntarily allows a perpetrator who has been barred from PHA property to come onto PHA property, including but not limited to their unit or any other area under their control.

Nothing in this policy will restrict the PHA's right to terminate housing and housing assistance if a resident who claims VAWA protection as a defense to an eviction or termination action relating to domestic violence has engaged in fraud or program abuse, especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was made. Such fraud and abuse includes, but is not limited to unreported income, unauthorized occupants, violations of the rule prohibiting boarders and lodgers, or damage to the property.

***J. Statements of Responsibility of resident, the PHA to survivors, and to the Larger Community***

A survivor of domestic or other violence still has the same duty under the lease to meet and comply with its terms as any other resident not making such a claim. Ultimately all residents must be able to take personal responsibility and exercise control over their households in order to continue their public housing assistance. The PHA will continue to issue lease violation notices to all residents who violate the lease, including those who claim a defense of domestic violence being perpetrated against them. The PHA recognizes the cycle of domestic violence and will work with survivors of domestic violence by partnering with other local support service providers. The local support service providers will work to help break the cycle of domestic violence through counseling and the development of a Safety Plan.

A resident who claims as a defense to a lease violation that the violation is directly related to domestic violence will be referred to a domestic violence advocacy program.

A resident must take personal responsibility for exercising control over their household by accepting assistance and complying with the Safety Plan.

The PHA will not charge resident survivors of domestic violence for changing their locks to prevent entry by the perpetrator. Once the locks have been changed, the resident shall

not provide a copy of the key to the perpetrator or any other individual who is not a household member or live-in aide.

### ***K. Notice to Applicants, Participants and Residents***

The PHA shall provide notice to applicants, participants, residents, and managers of their rights and obligations under VAWA, including the right to confidentiality when a person is denied assistance, when a person is admitted, and when a resident is notified of eviction or termination of housing benefits and within the twelve (12)-month period following December 16, 2016 either during the annual recertification process or lease renewal process, whichever is applicable. Residents will also be provided with HUD form-5382 and the Notice of Occupancy Rights under VAWA.

### ***L. Reporting Requirements***

The PHA shall include a statement of goals, objectives, policies or programs that will serve the needs of survivors of domestic violence in its 5-year plan. The PHA will also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to assist survivors with obtaining or maintaining housing, or to prevent the abuse and enhance the safety of survivors.

### ***M. Conflict and Scope***

This Policy does not expand the PHA's duty under any federal, state, or local law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another PHA policy, such as its Housing Choice Voucher Administrative Plan, or the Public Housing Admissions and Continued Occupancy Policy, this Policy will control.

### ***N. Transfers***

The PHA provides that families may move in violation of the lease if they have:

- Complied with all other obligations of the public housing program;
- Moved out of the assisted dwelling unit in order to protect the health or safety of a household member who is or has been a survivor of domestic violence, dating violence, stalking, or sexual assault; and
- Reasonably believes they were imminently threatened by harm from further violence if they remain in the current assisted unit.

If the circumstances described above exist, the PHA may allow a family to move under involuntary transfer procedures if the only basis for the denial is that the family is violating the lease agreement. The PHA may request that the family provide the HUD-approved certification form (form HUD-5382), or other acceptable documentation in order to verify the family's claim that the request to move is prompted by incidences of abuse in the unit.

Any family that requests to transfer will be provided with a copy of the PHA's Emergency Transfer Plan (HUD Form 5381.) This plan will provide information to family's looking to transfer due to a VAWA-related incident, as well as providing additional VAWA resources to the family. These transfers will be categorized as emergency transfers, and will be treated at the highest level of priority. VAWA transfers will be in the same category as other displacement related transfers.

Families will be placed on a transfer list, and will be provided with Public Housing options in both the City and County of Sacramento. Eligibility will need to be redetermined if moving between the City and County of Sacramento.

### ***O. Domestic Violence***

The PHA will provide referrals to residents who are survivors of domestic violence. Referral Agencies are listed on the Notice of Occupancy Rights that are provided to each family at intake, at their first annual recertification after December 2016, and with any proposed adverse action. If other housing resources are known, those resources will be shared.

## Chapter 18: Public Housing Non-Smoking Facility Policy

### INTRODUCTION

The PHA does not allow smoking in residential units or internal common areas within its Public and Affordable Housing properties. This policy is consistent with the U.S. Department of Housing and Urban Development (HUD) regulations, which allows PHAs to establish smoke-free policies. Additionally, this policy complies with the requirements set-forth in the Americans with Disabilities Act (ADA) and California Labor Code section 6404.5.

**1. Definition** The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, electronic nicotine device, or other tobacco product or similar lighted product (marijuana, herb, or any combustible substance) in any manner or form.

**2. The PHA of the City/County of Sacramento is not a guarantor of a smoke-free environment:** The PHA will take reasonable steps to enforce the Non-Smoking Facility Policy; if there is sufficient evidence of the policy violation. The PHA may not be able to take additional steps in response to smoking unless management or other employees have actual knowledge of the smoking and the identity of the responsible resident.

**3. The PHA of the City/County of Sacramento disclaimer:** The PHA denies any implied or express warranties that its properties will have any higher or improved air quality standards than any other rental property. The PHA cannot and does not warranty or promise that its properties will be free from secondhand smoke. Residents acknowledge that the PHA's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by residents and their guests.

**4. Lease violation:** Residents are responsible for the actions of their household, their guests, and their visitors. Failure to comply with any of the conditions of the Non-Smoking Facility Policy constitutes a lease violation, which will result in a warning letter, with further violations leading to eviction. In addition, the resident(s) will be responsible for all costs incurred to remove smoke odor or residue due to any violation of this Addendum (e.g. flooring, walls, ceilings, cabinets, etc.).

Smoking is prohibited inside residential units, any common interior areas, including but not limited to hallways, laundry rooms, stairways, elevators, and within 25 feet of building(s) including entry way, porches, balconies, windows, and patios. This policy applies to all staff, residents, guests, visitors and contractors.

**5. Smoking cessation** – Information on smoking cessation resources and programs is available on the American Lung Association web page at: [www.lungusa2.org/cessation2](http://www.lungusa2.org/cessation2)

**Please note while possession of marijuana is no longer a crime under California law, it's possession is still illegal under Federal law. When a state law is in conflict with a Federal law, the Federal law prevails. Thus, under Federal law possession of marijuana for medical or non-medical purposes constitutes a crime and is prohibited in Public Housing (see Chapter 22 - *Marijuana Policy*).**

## Chapter 19: PROGRAM INTEGRITY ADDENDUM

### INTRODUCTION

The PHA is committed to assuring that the proper level of benefits is paid to all residents, and that housing resources are used to assist only income-eligible families so that program integrity is maintained. The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the PHA's policies for the prevention, detection and investigation of program abuse and resident fraud. It also describes the actions that will be taken in the case of errors and omissions (either intentional or unintentional).

#### ***A. Criteria for Investigation of Suspected Abuse and Fraud***

The PHA will not undertake an inquiry or an audit of a resident family arbitrarily. The PHA's expectation is that resident families will comply with HUD requirements, provisions of the lease, and other program rules in order to continue to receive the benefit of housing assistance. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, the community, and eligible families in need of housing assistance, to monitor residents' lease obligations for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

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

- **REFERRALS, COMPLAINTS, OR TIPS:** The PHA will follow up on referrals from other agencies, companies or persons that it receives by mail, by telephone or in person alleging that a resident family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made provided that the referral contains at least one item of information that is independently verifiable. A copy of the allegation and supporting evidence will be retained in the resident's file.
- **INTERNAL FILE REVIEW:** A follow-up will be made if PHA staff discovers (as a function of a [re]certification, an interim re-determination, or a quality control review), information or facts that conflict with previous file data, the PHA's knowledge of the family, or contradicts statements made by the family.
- **VERIFICATION OR DOCUMENTATION:** A follow-up will be made if the PHA receives independent verification or documentation that conflicts with representations in the resident file (such as public record information, credit bureau reports, court documents, or reports from other agencies).



## ***B. Steps the PHA will take to Prevent Program Abuse and Fraud***

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and resident families. This policy objective is to establish confidence and trust in management by emphasizing education as the primary means to achieve compliance by resident families.

**ENTERPRISE INCOME VERIFICATION (EIV)/RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT (RHIP) BROCHURE:** This program integrity bulletin (created by HUD's Office of Inspector General) will be furnished and explained to all applicants to ensure understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.

**PROGRAM ORIENTATION SESSION:** Mandatory orientation sessions will be conducted by the Regional manager for all prospective residents either prior to or upon execution of the lease where all rules and pertinent regulations will be explained.

**RESIDENT COUNSELING:** The PHA will routinely provide resident counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements. Information will be provided explaining the actions a family must take to avoid committing fraud.

**REVIEW AND EXPLANATION OF FORMS:** Staff will explain all required forms and review the contents of all (re)certification documents prior to signature and explain the penalties for abuse.

**USE OF INSTRUCTIVE SIGNS AND WARNINGS:** Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

**RESIDENT CERTIFICATION:** All family representatives will be required to sign a "Resident Certification" form, as contained in HUD's Tenant Integrity Program Manual.

## ***C. Steps The PHA will take to Detect Program Abuse and Fraud***

The PHA staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

**QUALITY CONTROL FILE REVIEWS:** Prior to initial certification, and at the completion of all subsequent recertifications, each resident file will be reviewed by PHA staff. These reviews will include, but are not limited to:

- Use of *EIV Existing Tenant Report*
- Utilize EIV Income Report, Identity Verification Report and Multiple Subsidy Report within 90 days of move in
- Verify that all income information has been submitted in accordance with the guidelines
- All allowable deductions are documented
- Adjusted income is calculated correctly
- All forms are correctly completed, dated and signed
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents
- Ratio between reported income and expenses
- Review Enterprise Income Verification (EIV) report, by authorized staff, at all certifications
- Review of signatures for consistency with previously signed file documents
- Fully utilize EIV system by running monthly HUD required reports that include:
  - Multiple Subsidy reports
  - Deceased Resident
  - New Hires
  - Income Discrepancy
  - Debts Owed to PHA
  - Immigration Report

**OBSERVATION:** The PHA Management and Occupancy Staff (including maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. This will also include staff observations during inspections and facilitating work requests. The PHA will provide continuous training to staff regarding program rules and regulations.

**PUBLIC RECORD BULLETINS:** May be reviewed by management and staff.

**CREDIT BUREAU AND FBI INQUIRIES:** Credit Bureau and FBI inquiries may be made (with proper authorization by the resident) in the following circumstances:

- At the time of final eligibility determination
- When an allegation is received by the PHA wherein unreported income sources are disclosed
- When a resident's expenditures exceed his/her reported income, and no plausible explanation is given
- When requests are made to add another adult to the household composition.

#### ***D. The PHA's Handling of Allegations of Possible Abuse and Fraud***

The PHA staff will encourage all resident families to report suspected abuse to the site manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the resident's file. All allegations, complaints and tips will be carefully evaluated in order to determine whether they warrant follow-up. PHA Management will not follow up on allegations that are vague or otherwise non-specific. The PHA will only review allegations that contain one or more independently verifiable facts. Staff will initiate follow up of any information contained in the EIV reports when this information conflicts with resident-reported information.

**FILE REVIEW:** An internal file review will be conducted to determine:

- Whether the subject of the allegation is a resident of the PHA and, if so, to determine whether or not the family has previously disclosed the information reported
- It will then be determined whether the PHA is the most appropriate agency (more so than police or social services) to conduct a follow-up investigation. Any file documentation of past behavior as well as corroborating complaints will be evaluated.

**CONCLUSION OF PRELIMINARY REVIEW:** If, at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation that conflict with file data and the fact(s) are independently verifiable, PHA management will initiate an investigation to determine whether the allegation is most likely true or false.

#### ***E. How the PHA will Investigate Allegations of Abuse and Fraud***

If the PHA determines that an allegation of fraud warrants follow-up, a staff member designated by PHA Management to monitor program compliance, will conduct an investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

**CREDIT BUREAU AND BANK ACCOUNT INQUIRIES:** In cases involving previously unreported income sources, a CBI or bank account inquiry may be made to determine whether there is financial activity that conflicts with the reported income of the family.

**VERIFICATION OF CREDIT:** In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

**EMPLOYERS AND EX-EMPLOYERS:** Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

**Neighbors/Witnesses:** Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.

**OTHER AGENCIES:** Investigators, child support services, caseworkers or representatives of other benefit agencies may be contacted.

**PUBLIC RECORDS:** If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records that may be reviewed are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, and postal records.

**INTERVIEWS WITH HEAD OF HOUSEHOLD OR FAMILY MEMBERS:** The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. The PHA staff person who conducts such interviews will maintain a high standard of courtesy and professionalism.

#### ***F. Placement of Documents, Evidence and Statements Obtained by the PHA***

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be kept in the resident's file, or in a separate "work file." In either case, the resident file or work file shall be kept in a locked file cabinet.

#### ***G. Conclusion of the PHA's Investigative Review***

At the conclusion of the investigative review, the reviewer will report the findings to Management. It will then be determined whether a violation has occurred, a violation has not occurred, or that the facts are inconclusive.

#### ***H. Evaluation of the Findings***

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

- The type of violation. (procedural, non-compliance, fraud, etc.)
- Whether the violation was repetitive
- The amount of money (if any) owed by the resident
- Whether the family is eligible for continued occupancy

## ***I. Action Procedures for Violations Which Have Been Documented***

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

### **PROCEDURAL NON-COMPLIANCE**

This category applies when the resident "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment
- Failure to return verification by a deadline specified by the PHA

**Warning Notice to the Family:** In such cases a notice will be sent to the family, which contains the following:

- A description of the non-compliance and the procedure, policy or obligation that was violated
- The date by which the violation must be corrected, or the procedure complied with by the deadline set by the PHA
- The action that will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA
- The consequences of repeated (similar) violations

### **PROCEDURAL NON-COMPLIANCE - RETROACTIVE RENT**

When a resident owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Underpaid Rent. This Notice will contain the following:

- A description of the violation and the date(s)
- The amount owed to the PHA
- A 10-day response period to initiate a payment agreement or to request a hearing
- The right to disagree and to request an informal settlement of grievance with instructions for the request of such hearing

**RESIDENT FAILS TO COMPLY WITH PHA'S NOTICE:** If the resident fails to comply with the PHA's notice, and a material provision of the lease has been violated, the PHA will initiate termination of tenancy.

### **RESIDENT COMPLIES WITH PHA'S NOTICE:**

When a resident complies with the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision that was violated.

## **INTENTIONAL MISREPRESENTATIONS**

When a resident falsifies, misstates, omits or otherwise misrepresents a material fact that results (or would have resulted) in an underpayment of rent by the resident, the PHA will evaluate whether the resident knowingly and willfully violated the lease provision, rule, regulation, or law at issue.

**KNOWLEDGE THAT THE ACTION OR INACTION WAS WRONG:** This will be evaluated by determining whether the resident was made aware of program requirements and prohibitions. The resident's signature on various documents and certifications, briefing certificate, data collection sheet and *Lease Agreement* are adequate to establish knowledge of wrongdoing.

**THE RESIDENT WILLFULLY VIOLATED THE LAW:** Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the resident of the misrepresentation.
- The act or omission was done more than once
- A false name or Social Security Number was used
- There were admissions by the resident to others of the illegal action or omission of material fact or program violation
- The resident omitted material facts that were known to them (e.g., employment of self or other household member).
- The resident falsified, forged or altered documents.

The resident made statements and certified them at a rent re-determination that were later independently verified to be false

## **RESOLUTION OF SERIOUS VIOLATIONS AND MISREPRESENTATIONS**

When the PHA has established that material misrepresentation(s) have occurred, a resident discussion will be scheduled with the head of the household and PHA management staff.

This meeting will take place prior to any proposed action by the PHA. The purpose of the meeting is to review the information and evidence obtained by the PHA with the resident(s), and to provide the resident(s) an opportunity to explain any documented findings that conflict with representations made by the family. The resident will be given 10 days to furnish evidence to explain the PHA's findings.

A secondary purpose of this meeting is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

- The duration of the violation and number of false statements or omissions made by the resident or the family
- The resident's ability to understand the rules
- The resident's willingness to cooperate, and to accept responsibility for his/her actions

- The amount of money involved
- The resident's past history
- Whether the PHA finds that the resident intentionally misrepresented information or intentionally omitted information (the PHA will use a “reasonable person” standard to establish intent [i.e. a reasonable person knew or should have known that they were misrepresenting or omitting information to the PHA]).

Misrepresentation of household composition or income may result in lease termination or the issuance of a warning letter based on the lease violation, along with a demand for payment of monies due to the PHA

### **DISPOSITIONS OF CASES INVOLVING MISREPRESENTATIONS**

In all cases of misrepresentations involving efforts to recover monies owed by residents, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

#### **CRIMINAL PROSECUTION**

If the PHA has established intent, and the case meets the criteria for prosecution, the PHA may:

- Terminate tenancy
- Refer the case to the law enforcement, notify HUD's RIGI, and terminate rental assistance.

#### **ADMINISTRATIVE REMEDIES**

The PHA may:

- Terminate tenancy and demand payment of restitution in full.
- Terminate tenancy and pursue restitution through civil litigation.
- Permit continued occupancy at the correct rent and execute a repayment agreement in accordance with the PHA's repayment policy.

## ***J. Code of Conduct***

### **Conflicts of Interest**

1. No employee, officer or agent of the PHA shall participate in selection, or in the award or administration of a contract supported by U.S. Federal funds if a conflict of interest would be involved. Such a conflict would arise when (i) the employee, officer, or agent, (ii) any member of his/her immediate family, (iii) his/her partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

2. An employee, officer, or agent of the PHA shall ensure that they are not involved in any potential violation of this provision.

### **Gifts**

1. The PHA officers, employees or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Depending on the circumstances, exceptions to this provision may be granted only in situations where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
2. An employee, officer or agent of the PHA shall be careful to ensure that they are not involved in any potential violation of this provision.

### **Administration**

1. Any employee, officer or agent of the PHA should report violations of this Code of Conduct to his/her supervisor, or to the Human Resource Department.
2. There will be no retaliation against any party who makes a good faith complaint concerning violations of this Code of Conduct, regardless of whether it is ultimately determined that such violation has in fact occurred. There will also be no retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.
3. All supervisors have a responsibility to be sensitive to and deal with violations of this Code of Conduct. This responsibility includes monitoring all relevant work activities and contacting their Portfolio Manager or the Human Resource Department if it is reasonably believed that a violation of the Code of Conduct has occurred. Any such report shall be investigated regardless of whether a formal complaint has been made.

### **Discipline**

1. Any employee, officer or agent of the PHA determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination.



**Dissemination**

1. Any employee, officer or agent of the PHA shall be informed of this Code of Conduct when this Code is adopted, and/or when s/he is initially retained by the PHA and on an annual basis thereafter.

## **Chapter 20: REASONABLE ACCOMMODATION POLICY AND PROCEDURES**

### ***A. Fair Housing Policy***

It is the policy of the PHA to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing fair housing and equal opportunity in housing and employment.

The PHA will not deny any family or individual the opportunity to apply for or receive assistance under the public housing program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability, genetic information, sexual orientation or gender identity.

To affirmatively further fair housing, the PHA has a commitment to full compliance with applicable civil rights laws. The PHA will provide federal/state/local information to public housing residents or applicants regarding discrimination and any recourse available to them if they believe they are survivors of discrimination based on their membership in a protected class (e.g. race or national origin). Such information will be made available during the family briefing session and placed in their briefing packet. It will include information for applicants on how to file a fair housing complaint, including the provision and the toll-free number for the Fair Housing Complaint Hotline, 1-800-669-9777 and the Federal Information Relay Service at 1-800-887-8339.

Except as otherwise provided in 24 CFR section 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities will be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout the PHA's offices in such a manner as to be easily readable from a wheelchair.

Public Housing Management offices are accessible to persons with disabilities. Accessibility for the individuals with hearing impairments is provided via 711, a free relay service.

Circumstances may require that a family be approved for a larger unit than the occupancy standards permit when persons cannot share a bedroom due to a disabled family member's need for medical equipment because of the equipment's size and/or function. This must be approved through the reasonable accommodation process. A physical inspection of the unit will be conducted prior to approval of this exception.

## **B. Reasonable Accommodations Policy**

This policy is applicable to all situations described in this ACOP, including, but not limited to:

- When a family initiates contact with the PHA;
- When the PHA initiates contact with a family, including when a family applies, during residency; and
- When the PHA schedules or reschedules appointments.

An applicant or a participant with a disability must first request a reasonable accommodation based on a disability or disabilities before the PHA will deviate from standard practice. Most requests for reasonable accommodations will be reviewed by the Reasonable Accommodation Committee (RAC).

The PHA's policies and practices are intended to afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit or to reach the same level of achievement, as individuals without disabilities and is applicable to all situations described in this Admissions and Continued Occupancy Policy. To request a reasonable accommodation due to a disability, an applicant or participant must qualify as an individual with a disability under the following definition of disability (from the California Fair Employment and Housing Act, codified at California Government Code §§ 12900-12966)(from the California Fair Employment and Housing Act, codified at California Government Code §§ 12900-12966):

- Have a physical or mental impairment that limits one or more of the major life activities (e.g. working, learning, eating, moving, etc.) of an individual
- Have a record of such impairment; or
- Be regarded as having such impairment. The PHA will fully comply with the obligations found in HUD Notices PIH 2010-26 (HA) and PIH 2006-13 (HA) [Non-Discrimination and Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988].

The term "individual with disabilities" is referenced in 24 CFR §9.103. The term "disabled person" is defined in the Glossary to this ACOP.

### **Methods Used to Certify a Person with a Disability and the Need for a Reasonable Accommodation**

The PHA staff will work with the individual to determine the least intrusive or restrictive means for certifying a disability.

To verify that an applicant or resident is a person with a disability, PHA staff will first check to see whether the applicant is under the age sixty-two (62) and receives either Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI) based on disability, or other disability-based income.

Some applicants or residents may be persons with disabilities even though they do not have such income. In these cases, a verification form will be sent to a qualified professional having knowledge of the person's disability who can verify the person's status.

Once the individual's disabled status is established, a professional third-party, a doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability to make an assessment, must provide written verification that the specific accommodation requested is due to the disability and the specific change is required for equal access to the housing program. Individuals with disabilities who request reasonable accommodations may submit requests either orally or in writing. They are not required to use a specific form in order to make such requests. Letters submitted by an applicant or resident from a qualified professional having knowledge of the person's disability are acceptable. Additionally, the PHA has a standard Reasonable Accommodation Request form available in order to help expedite these requests.

In order to appropriately review some requests (such as when a family requests an additional bedroom for medical equipment) a home visit may need to be conducted by the PHA. The PHA will provide a written decision to the person requesting the accommodation within a reasonable period of time. When necessary, PHA may engage in an interactive process with the resident prior to issuing a decision on the request (e.g. where the connection between the disability and the requested accommodation is not clear). The PHA's RAC may also approve the request by committee decision when the request is clear and the need for the requested accommodation based on the resident's or applicant's disability is sufficiently demonstrated by the resident's or applicant's supporting documentation. When the request for accommodation is denied, the denial letter will indicate that the applicant or participant may contact staff to discuss alternative accommodations. Additionally, the applicant or participant may submit another request for a reasonable accommodation at any time. If a resident or applicant is denied the requested accommodation or feels that the alternative suggestions are inadequate, he or she may request an informal hearing to appeal the PHA's decision (please see Chapter 13 of the Admissions and Continued Occupancy Policy).

A reasonable accommodation will be made for persons with a disability who require an advocate. A designee will be allowed to provide information with the written permission of the person with the disability.

Reasonable accommodations will be made for persons requesting PHA mailings to be available in an accessible format.

### **Undue Hardship**

An undue hardship (administrative burden) is one that would require a fundamental alteration of the essential functions of the PHA or would pose a severe financial hardship on the PHA.

In determining whether an accommodation would create an undue hardship, the following guidelines apply:

- The nature and cost of the accommodation needed
- The overall current financial resources of the facility or facilities
- The number of persons currently employed at such facility
- The number of families likely to currently need such accommodation
- The effect on expenses and resources; or
- The likely impact on the operation of the facility as a result of the proposed accommodation.

The RAC will review the request to ensure that the request will meet the need identified by the individual with disabilities, and that the request does not create an undue financial or administrative burden on the PHA. The PHA may deny the request and/or present an alternative accommodation that would still meet the need of the person with disabilities.

### ***C. Procedure for Processing Requests for Reasonable Accommodations for Individuals with Disabilities***

This procedure establishes a framework for the receipt, processing, and final disposition of informal and formal participant reasonable accommodation requests. While individual requests may require special handling, these guidelines are followed whenever possible. Proper documentation and tracking for each step in the process is essential.

A brochure has been developed explaining the process for requesting a reasonable accommodation which is distributed to families at initial intake and at annual re-certifications.

#### **Informal Reasonable Accommodation Requests**

When a participant requests a reasonable accommodation that appears, on its face, to be reasonable with regard to the individual's visible disability, staff should handle the request informally. "Informally" means that the request can be granted with only supervisory review and approval, without first submitting it to the Reasonable Accommodation Committee (RAC) for review (RAC review will take place after the fact).

Informal reasonable accommodation requests may be granted expeditiously. Staff must still enter information into the appropriate fields of the Reasonable Accommodation Tracking Log and notate the electronic resident file as to the request and the approval of the reasonable accommodation.

Annual approvals for informal requests for reasonable accommodations will not be required during subsequent re-certifications. However, the PHA retains the right to re-evaluate the need for the requested accommodation at any time. If re-evaluation is

needed, management will then require third-party verification in order to verify the need for the requested accommodation.

Some examples of disabilities that may fit the informal approval procedure include, but are not limited to, the following:

- Requesting a front door ramp, wider doorways, grab bars, and reduced-height, or cut-out kitchen cabinetry. The resident's self-certification and management's observations are sufficient to informally grant the reasonable accommodation request when there is a nexus between the observed disability and the requested reasonable accommodation
- A visible disability or impairment which would require an accommodation wherein business will be conducted over the telephone, by home visits, or by other means not involving trips to the office

The processing of informal reasonable accommodation requests should be done promptly to reduce the time the participant must wait for the requested accommodation. When possible, staff should immediately begin the process of securing the requested reasonable accommodation.

Informal handling of reasonable accommodation requests should not be used as a "shortcut" to third-party verification. If the individual's disability is not visible, then the request should be put through the formal process.

The RAC will review each week's reasonable accommodation requests to determine whether informal reviews are being utilized appropriately and communicate any adjustments to staff that may be necessary for efficient and proper handling of these requests.

### **Formal Reasonable Accommodation Requests**

Formal processing of reasonable accommodation requests are required when:

- the disability and/or the need for a specific accommodation is not visible; or
- it is not clear how the requested accommodation is related to the disability, or
- the reasonable accommodation is unreasonable, cost prohibitive, or approval at the informal level is uncertain.

In these cases, a Formal Reasonable Accommodation request must be submitted for review by the RAC.

### **Step 1: Participant Request for Reasonable Accommodation Due to Disability**

Upon a resident's request for a reasonable accommodation based on his or her disability, staff should immediately recommend that the participant complete the first two pages of the *Authorization For Use Or Disclosure of Health Information* form. This form will provide the information needed to identify the resident, specify the requested accommodation,

and authorize the individual's health care provider or other qualified professional to release information needed to properly verify the resident's disability and need for the accommodation he or she is requesting.

The form must be returned to the office so that PHA staff can fax the form to the health care professional(s). This will help to maintain the integrity of the third-party verification process that is central to the formal reasonable accommodation process. However, if the individual requesting the reasonable accommodation can provide the PHA with a current letter from a qualified professional (e.g. physician or nurse practitioner) that contains all the relevant information for the PHA to consider the requested accommodation, the letter may be accepted in place of the PHA's standard form.

### **Step 2: Staff Action on the Request**

Once the completed forms are received, staff will review the form for completeness and work with the resident to clarify the request as needed. Staff will ensure that all appropriate information is provided and will then sign and date the bottom of the form (designated for office use only). The resident will be provided with a copy of the form, if requested.

Staff shall send via fax all four pages of the *Authorization For Use Or Disclosure of Health Information* form to the health care professional identified by the resident. PHA staff should advise the participant to contact the health care professional to encourage their participation and cooperation in the timely processing of their reasonable accommodation request.

Staff will document in the electronic resident file maintained in Yardi (the PHA's data and case management system) the date request received, the accommodation requested, and the date the form was faxed to the health care professional.

Staff will send the Accommodation Request Packet (ARP) to the Reasonable Accommodation Receiver (RAR) via inter-office mail no later than the end of the next business day after faxing. The ARP consists of the first 2 pages of the *Authorization For Use Or Disclosure of Health Information* form that are sent to the health care professional, along with the fax confirmation sheet, if it is available.

The ARP consists of the first 2 pages of the *Authorization For Use Or Disclosure of Health Information* form that are sent to the health care professional, along with the fax confirmation sheet, if it is available.

### **Step 3: Front-End Processing Responsibility**

The RAR will receive Application Packets from staff, compile the completed *Authorization For Use Or Disclosure of Health Information* form(s) from healthcare professional(s), and respond to status questions from residents or process questions from health care professionals.



The RAR will be responsible for the centralized tracking and filing up until consideration of the RAC.

#### **Step 4: Role of the RAC**

The RAC reviews all completed reasonable accommodation requests weekly. The members are:

- 1.
2. One Program Manager from the Housing Choice Voucher program;
3. One Regional Manager from the Conventional Housing program;
4. One Regional Manager or management level staff; and
5. One Supervisor or above from PHA Applications (HCV or public housing).

At least three (3) members are necessary to make a decision. A Director may sit in for any of the members described above.

RAC members shall meet to review and evaluate the requested accommodations in light of the provider's verification of disability-related need(s) and recommendations as to the needs of the individual who requested the reasonable accommodation(s).

If the information submitted by the healthcare provider is incomplete, the RAC may follow up to request additional information or clarification.

The RAC shall also review the Informal Requests for Reasonable Accommodations and maintain documentation of these decisions.

The RAC shall determine whether the reasonable accommodation request is:

- Granted; or
- Denied
- Voided

The RAC may also work interactively, as necessary, with the resident or family to obtain additional information or to look at other alternatives to the requested accommodation prior to issuing a decision.

#### **Step 5: Participant Communication and the Interactive Process**

In the event that the healthcare provider specified in the ARP does not respond to the PHA for thirty (30) calendar days, a void letter will be issued stating that no response has been received from the specified provider. The void letter shall specify that any additional information will be considered.

In those cases where an evaluation of the healthcare provider's recommendation indicates an alternate accommodation may be similarly effective, and based on the RAC's recommendation, the Reasonable Accommodation Receiver or designated staff may

engage in additional discussions with the resident to find a solution to meet his or her needs. This negotiation attempts to reach an agreement between the original request and an alternate accommodation that would effectively address the disability-related need as stated by the healthcare provider.

If an alternate accommodation is agreed to, the Reasonable Accommodation Receiver (or designee) will inform the RAC at the next meeting and the alternative accommodation will be documented.

The interactive process may also be utilized when the RAC needs additional information or the requested accommodation is not clear. When the RAC has complete information from the healthcare provider(s), the RAC will make a decision either to approve or to deny the request and will communicate this decision in writing to the family.

When requests are made for an additional bedroom for medical equipment, a home visit may be scheduled to evaluate the size and quantity of the equipment to be accommodated. This has proven to be more efficient than asking the family to provide descriptions, including measurements, or photos.

### **Step 6: Completing the Reasonable Accommodation Process**

When reviewing the information submitted, the RAC is looking for a nexus between the requested accommodation and the disability related need. The purpose of granting the accommodation is to either allow a person with disabilities access to the program or to allow a person with disabilities to obtain the same benefits of program participation as an individual without disabilities.

The completed and documented file shall be the responsibility of the RAR, who shall securely maintain the central files containing confidential reasonable accommodation processing paperwork separate from the participant files.

When the decision is made, the electronic file will be documented in YARDI (the PHA's data and case management system).

The RAC, or designee, will issue the final disposition of the reasonable accommodation request in writing to the participant. The disposition letter will provide the participant with:

- A brief rationale for the accommodation's approval, modification, or denial;
- Specific information regarding the resident's right to additional reconsideration if/when the resident submits additional information to support the request for a reasonable accommodation;
- The resident is also provided with a phone number, which he or she may call to speak with a RAC representative if there are any questions; and,
- The family's right to appeal the RAC's determination to a third party, acting as a hearing officer, provided that the written request for an informal

settlement of grievance is received within thirty (30) days from the time the resident receive his or her determination letter.

A copy of this letter will be placed in the resident file. No confidential health-related information shall be included in the resident or case file.

The senior RAC member representing the program from which the participant originated shall have the ultimate responsibility to ensure the final accommodation is implemented in a timely manner.

### **Requests for Live-In Aides:**

After a reasonable accommodation request for a live-in aide is approved by the Reasonable Accommodation Compliance Committee (RACC), the RACC will send the family a letter. This letter will inform the family that they must submit a written request to add a live-in aide within one hundred twenty (120) days of the approval letter. If the family fails to request to add the live-in aide during this 120 day time period, the request will become void. If the family still requires the accommodation of a live-in aide, they must restart the process by submitting a new RA request for a live-in aide.

### **Step 7: No Subsequent Third-Party Verification for Formal Requests**

No further annual approvals for reasonable accommodations will be needed during subsequent re-certifications as long as the participant's healthcare provider has previously certified that the condition is not expected to improve over the long term.

However, the PHA retains the right to re-evaluate the need for the RA at any time. Staff will then require third-party verification in order to verify the continued need for the RA.

If it is believed the reasonable accommodation was granted under false pretenses, an interim examination and re-evaluation may be initiated with supervisory approval.

### **Step 8: Confirmation at Inspection**

When the RAC approves an additional bedroom for any purpose, a note is sent to the inspector(s) at the time of annual inspection so that the PHA can verify that the bedroom is continuing to be used for its approved purpose. If the purpose of the bedroom has been changed from what was approved as a reasonable accommodation, the inspector will take photographs and send to the PHA staff, who will then call the family in for a resident conference. At the resident conference, the staff will determine the next appropriate steps.

### **Step 9: Grievance or Appeal Process**

When the RAC denies the requested accommodation, a letter will be sent to the family stating the RA has been denied with the reasons why it was denied. Resident will be informed that any additional relevant information, if available, will be considered at the

time it is received. The resident will also be provided with a phone number, which they may call to speak with the RA representative. Additionally, the family will be notified of the right to appeal the decision by requesting an Informal settlement of grievance before a third party. During the appeal Hearing, the family may present additional information for requesting the reasonable accommodation.

(For Public Housing, please refer to Chapter 13 - *Complaints, Grievances and Appeals*).

## Chapter 21: PARKING POLICY

### **A. For Communities with Open Parking:**

This parking policy is in effect three hundred sixty-five (365) days a year, including holidays and weekends.

1. All vehicles parked on the property must be operational, and registered with the CA Department of Motor Vehicles (DMV) in the resident's name.
2. Residents must provide current vehicle registration and proof of insurance during annual re-examinations or they will forfeit the right to park in the parking area.
3. Any vehicles identified as non-operable, or with expired registration tags, or those that have been vandalized or have flat tires will be towed away with proper notice at the vehicle owner's expense.
4. Vehicles must be in operable condition at all times. Vehicles must not pose a potential health and safety issue (broken windows, elevated on apparatus other than tires, etc).
5. Vehicles must be parked legally in designated spaces only. Do NOT park on lawns, in no-parking zones, or in fire lanes. Vehicles must not block any trash or recycling receptacles, doors, fences, or gated areas. Vehicles parked in these areas are subject to immediate towing without notice.
6. Minor vehicle repairs such as replacing tires, windshield wipers, batteries and light bulbs **WILL BE** allowed on the property. All other repairs, including washing vehicles, **WILL NOT BE** permitted.
7. There shall be no visible storage in, on/or around vehicle at any time.
8. No boats, trailers, or RVs. Vehicles must fit within designated available spaces.
9. Parking in the community is on a first-come, first-served basis.
10. Permits are not used.
11. Visitors may park in designated visitor parking only. If there is no designated visitor parking on the property, visitors must park on the street. Long-term parking is not allowed in visitor assigned spaces. A vehicle parked for more than 48 hours will be towed.

### **B. For Communities with Permit Parking**

1. Rules 1-8 listed above apply to all communities.

2. Regional Managers (or their representatives) may issue **ONLY one** parking permit per household where applicable and **when** parking is available. *Requests to be added to a wait list for authorized parking are on a first-come, first served-basis.*
3. All vehicles parked on the PHA property must display a visible PHA parking permit in the **left** (driver's side) **front** window. Motorcycle parking permit must be placed on the **left** front fork.
4. Vehicle/motorcycle must be currently registered with the DMV in the state of California must be registered in the resident's name at resident's address at all times.
5. The resident who is the registered owner of a vehicle must have **and** maintain a valid California driver's license at all times. Per California state law, proof of insurance must be provided at the resident's address.
6. Residents must provide current vehicle registration and proof of insurance during annual re-examinations or they will forfeit the right to park in the parking area.
7. Residents shall not allow anyone else access to park their vehicles (or to park any other vehicles or vessels) in restricted parking areas for any reason. A resident may not re-assign or sublet their parking space.
8. The site manager has the right to revoke and/or reassign parking at ANY time, on a case-by-case basis.
9. Residents agree to notify the manager if they no longer own a vehicle or if they change vehicle(s) for any reason (including rentals and/or loaners).
10. Authorized parking permits are issued to residents who routinely drive and utilize the parking spaces for their vehicles on a regular, recurring and consistent basis. Residents agree to notify management of any intended absence of their vehicle from the parking lot for a continuous period of more than 14 days. Lack of routine, regular driving and parking use and/or notification of intended absence may result in management revoking authorized parking and reassigning space to another resident. Space is designated for Resident use **ONLY**.
11. Residents with a valid and properly displayed disabled placards or "DP" plates may park in designated disabled spaces on a first-come, first-served basis.

**C. For Gated Properties ONLY:**

Gate remotes are provided for authorized residents in gated communities. Should you lose a gate remote, there will be a replacement fee per current *Schedule of Fees and Charges*.

Approved caregivers may be issued a gate remote on a case-by-case basis. Communities with limited parking will only issue a gate remote to a resident with an approved and registered vehicle.

## Chapter 22: MARIJUANA POLICY

(Effective January 1, 2019)

While use and possession of marijuana may no longer constitute a crime under California law, its possession is still illegal under federal law. When a state law is in conflict with a federal law, the federal law prevails. Thus, under federal law, use and possession of marijuana constitutes a crime.

The Sacramento Housing and Redevelopment Agency (SHRA) utilize leases that prohibit any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. Furthermore, any drug-related criminal activity on or off such premises, engaged in by a public housing resident, any member of the resident's household, or any guest or other person under the resident's control, shall be cause for termination of tenancy. This includes the possession, use, cultivation, growing, delivery, sale, barter, purchase, or exchange of marijuana which is a serious violation of the lease.

### **Admissions:**

All forms of marijuana use are illegal under federal law even if permitted under state law. SHRA will deny admission to any household with a member who is, at the time of application for admission, illegally using a controlled substance as that term is defined by the *Controlled Substance Act* (CSA).

### **Reasonable Accommodations:**

SHRA will not accommodate a resident's use and possession of marijuana. It is illegal for a person to use or possess marijuana under federal law. Reasonable Accommodations do not include requiring SHRA to tolerate illegal drug use or risk losing its HUD funding for doing so.

### **Medical Expense Deduction:**

HUD regulations require that when calculating a disabled resident's adjusted income, a public housing authority must deduct from annual income the "un-reimbursed medical expenses of any elderly or disabled family" that exceed three percent (3%) of annual income.

Because the use, possession, and sale of marijuana are violations of federal law, a disabled resident may not deduct from his/her annual income monies used to purchase medical marijuana. The IRS specifically states that a person "cannot include in medical expenses amounts [paid] for controlled substances (such as marijuana, laetrile, etc.), in violation of federal law."

### **Non-Smoking Facility Policy (ACOP):**

SHRA policy prohibits residents, or other occupants, and their guests from smoking cigarettes or marijuana within their units. In addition, SHRA will not allow smoking in internal common areas or marijuana smoking in designated smoking areas within its



Public and Affordable Housing properties. As a responsible landlord, SHRA has identified the internal common areas as smoke-free zones to take into consideration the rights of residents, visitors, staff, and vendors who enter private residential dwellings and enclosed common areas. Compliance with smoke free housing rules by all residents and their visitors, including staff and vendors, will benefit everyone who accesses these areas.

Smoking is prohibited inside residential units, any common interior areas, including but not limited to hallways, laundry rooms, stairways, elevators, and within twenty five (25) feet of building(s) including entry ways, porches, balconies, windows, and patios. This policy applies to all staff, residents, guests, visitors, and contractors.

## **Chapter 23: LANGUAGE ACCESS PLAN**

### **Introduction**

The PHA takes reasonable steps to ensure that individuals with Limited English Proficiency (LEP) are provided equal access to participation in its programs at the same level as native English speakers. This policy is in accordance with Title VI of the Civil Rights Act of 1964, which protects individuals from discrimination on the basis of national origin, and Executive Order (EO) 13166, which directs all federal agencies including the Department of Housing and Urban Development (HUD) to ensure all programs receiving federal assistance provide meaningful access to LEP persons. In addition, this Plan is in accordance with HUD's Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, dated January 22, 2007.

The Agency's Language Access Plan (LAP) is primarily program-based; however, certain administrative functions may also need to serve LEP individuals, families, vendors, and the public. All SHRA departments and administrative functions will follow the standards set forth in SHRA's Language Access Plan.

### **A. Meaningful Access: The Four Factor Analyses**

Recipients of federal funds are required to take reasonable steps to ensure meaningful access to LEP persons to receive critical services while not imposing an undue financial burden on local government. SHRA's assessment of services provided in accordance with regulations and guidelines will be assessed using a Four Factor Analysis established by HUD.<sup>3</sup>

1. The number or proportion of LEP Persons served or encountered in the eligible service population;
2. The frequency with which LEP persons come into contact with the programs;
3. The nature and importance of the program, activity, or service provided by the Agency;

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<sup>3</sup> U.S. Dep't. of Housing and Urban Dev., "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" 72 F.R. 2732 (Jan. 22, 2007).

4. The resources available and cost.

**FACTOR 1. The number or proportion of LEP persons served or encountered in the eligible service population in Sacramento**

Persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be LEP, and may be entitled to language assistance with respect to a particular type of service, benefit or encounter. SHRA seeks to communicate with LEP persons who may be seeking information about SHRA’s programs (HCV and public housing), applicants, residents, and participants of programs, family members of applicants and participants, property owners/landlords, and contractors.

Analysis of the demographics from the most recent U.S. Census data from the American Community Factfinder survey underscores the need for language access services for Limited English Proficient individuals among Sacramento’s diverse population. According to 2014 data, 13% of Sacramento County’s population of 1,383,333 residents does not speak English “very well.” The percentage of LEP persons receiving assistance from SHRA programs is consistent with LEP data countywide. Combined program participants in 2015 totaled 15,410 with 14% or 2,213 identified as LEP persons.

The top five languages spoken by LEP individuals in Sacramento County are indicated below.

**TABLE 1: Ranking Sacramento County LEP Languages**

<u>Rank</u>	<u>Language</u>	<u>Percent</u>	<u>Population</u>
	Spanish	4.8%	67,060
	Chinese	1.30%	18,623
	Russian	1%	14,197
	Vietnamese	1%	13,198
	Hmong	<1%	10,333

(A full list of languages spoken by LEP populations greater than 1,000 in Sacramento County is available in Table 5.)

Most of the federally funded services and programs at SHRA are targeted to low- and extremely low-income households; however, the U.S. Census LEP data is not cross-tabbed with household income to evaluate the potential income eligibility of LEP persons for HUD programs.

The Public Housing and the Housing Choice Voucher programs compared with the community percentage of each language yields the following. The top five languages served at SHRA are the same top five languages spoken by LEP persons in Sacramento County. However, SHRA strives to close the gap of services provided to Spanish speaking LEP persons amongst programs.

From the data for both the larger applicant pool and lottery pool, we can see that similar ethnic groups of families with limited English capabilities were selected. In 2015, there were a combined total of 81,047 families remaining on all SHRA wait lists. When these families are added to the

participating families in HCV and residing families in Public Housing for a total of 96,457, it yields the following numbers.

**TABLE 2: SHRA LEP Persons on Waitlists and Existing Families**

Top Five Languages	# of Families on Waitlist	% PHA Existing Families
1 Russian	299	0.82%
2 Vietnamese	83	0.22%
3 Hmong	69	0.19%
4 Ukranian	47	0.13%
5 Farsi	42	0.12%

\_\_\_\_\_ \*Total HCV and Public Housing waitlist applicant records is 42,773

**TABLE 3: Comparison of SHRA LEP Participants with Sacramento County LEP Individuals:**

Housing Authority Top 6 Languages	# PHA Families*	% of PHA Families*	Sacramento County Ranking	Sacramento County %
Russian	513	3.3%	4	<1%
Vietnamese	424	2.7%	3	1%
Hmong	351	2.2%	5	<1%
Chinese (Cantonese and Mandarin)	171	1.13%	2	1.3%
Spanish	176	1.1%	1	4.8%
Farsi	102	.77%	N/A	N/A

Based on 2015 participant data, approximately 15.81% of 12,529 participating families receiving HCV assistance identified as LEP persons (see APPENDIX A). Outreach to Asian languages has been more successful and SHRA continues to improve outreach to Spanish speakers to ensure that it is serving the local housing needs of the county’s largest identified LEP population.

In 2015, 2881 participant families received public housing assistance with .08% identified as LEP persons. Nearly 520 or 18% of public housing households did not have any language (English or other) recorded in the database. However, this reporting has significantly improved over the last year due to training provisions to ensure accurate information is collected as part of the recertification/intake process in order to capture all LEP families living in Public Housing.

**TABLE 4: Percentage of LEP Individuals Served by Program**

SHRA Program	Percentage of Top 5 Languages Served
<b>HCV</b>	95% Russian 3.07% Vietnamese 2.74% Hmong 1.08% Spanish 91% Chinese
<b>Public Housing</b>	1.90% Chinese

	1.45%	Spanish
	1.30%	Vietnamese
	.0.48%	Russian
	..30%	Farsi

**FACTOR 2. The frequency with which LEP persons come into contact with the programs**

On average, a family may come in contact with PHA staff at least three times a year for various reasons. Initial applications for Public Housing and Housing Choice Vouchers are accepted online. Once selected for housing, the lease-up process may take two (2) or three (3) visits or interaction with SHRA staff. After that, there is the annual recertification process, the annual inspection process, as well as any required updates to family income or family composition.

**FACTOR 3. The nature and importance of the program, activity, or service provided by the Agency**

The provision of affordable housing and housing assistance meets a critical need in any community. In Sacramento County, there are more than 2,800 families living in Public Housing and more than 12,500 families participating in the Housing Choice Voucher Program. Based on the impact on thousands of families in Sacramento County, the importance of the Housing Choice Voucher and Public Housing programs is high and prevents many families from becoming homeless. In the most extreme cases, the number of individuals who will experience homelessness over the course of a year can be estimated based on Point-In-Time Count data, and for 2015, Sacramento’s annualized count was 5,218 persons.<sup>4</sup> SHRA strives to ensure that affordable housing program opportunities are available and accessible to all eligible families to prevent the risk of homelessness.

**Housing Choice Voucher**

To successfully participate in the HCV program, applicants and residents must be able to participate in compulsory activities such as the voucher briefing, the annual re-examination and inspection, and attendance at informal reviews or hearings when a family is denied assistance or termination from the program is proposed. Being able to understand SHRA’s information is vital to obtaining a voucher, finding and moving into housing, remaining in the home, and remaining in the program through compliance with program requirements and regulations.

**Public Housing**

To participate successfully in SHRA’s public housing program, applicants and residents must be able to complete the application, understand the occupancy policies, leases or rental agreements along with the house rules so that they can enjoy residing in their homes while abiding by those rules. Additionally, it is crucial that residents of public housing understand written notices about the program and their continued participation in the program.

**FACTOR 4. The resources available and cost**

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<sup>4</sup> Sacramento Steps Forward: 2015 Point-in-Time Homeless Count Report. July 16, 2015.

The PHA is committed to spending the resources needed, within reason, to ensure LEP families are accommodated. With approximately 2,200 documented LEP families (or 14% of combined program participants) coming into contact with PHA staff approximately three (3) times a year, more than sixty-five hundred (6,500) annual LEP contacts occur, mostly during inspections and annual recertifications.

SHRA has a contract with a vendor to provide interpretation and translation services in more than one-hundred eighty (180) languages. Telephonic interpretation is seen as the most appropriate, cost-efficient, and accurate service to SHRA's LEP families. During the past year, SHRA provided telephonic interpretation services for LEP participants in fifteen (15) different languages.

The PHA is committed to translating vital documents when it is necessary for the family to have equal access to housing services; however, the current cost to provide translated documents in all of the languages spoken by LEP persons in populations exceeding 1,000 is disproportionate to the frequency of the contact between these populations and SHRA and their participation in its programs. Using vital documents translated by HUD is the most cost-effective option. However, there are still instances when documents must be customized to contain specific information detailing the participant's particular case. Protocol is in place to ensure these participants are aware of access to free language access assistance.

Both the Housing Authorities for the City and County of Sacramento have approved the Agency's budget resolutions, which include annual funding to cover for on-call and translation services. In addition, SHRA identified several bilingual staff members to assist with translation and interpretation services in Spanish, Chinese (Cantonese and Mandarin), and Hmong.

Additionally, SHRA maintains positive relationships with social service agencies and community based organizations that can assist with informal translations in a variety of languages.

It is a priority to use limited funding to maximize access to as many vital documents as possible.. An analysis of vital documents for translation in Appendix C identifies those documents that have already been translated by HUD or others, those documents for which the most vital information can be provided in a summary, rather than a translation of the entire document, and those documents where interpretation of the document will be available in multiple languages.

### **The Language Access Plan (LAP)**

SHRA has prepared this LAP to address the identified needs of the LEP populations served, or potentially served by its programs. In compliance with federal guidelines, SHRA will make reasonable efforts to provide free language assistance for LEP clients in all of its programs so as to ensure that these persons have meaningful access to programs.

SHRA is committed to providing LEP persons through this Plan and will utilize bilingual staff, on-call telephone interpretations services, downloadable documents from websites, the 2-1-1 Sacramento information and referral service, and other resources as necessary to meet the public's LEP needs. Implementation of the LAP will likely continue to evolve over time in response to data such as the 2020 Census and new technology resources.

**B. How LEP Persons Are Identified**

An LEP person is an individual who does not speak English as their primary language and who has a limited ability to speak, read, write, or understand English at a level that permits them to communicate effectively in the course of applying for, or receiving, agency services or benefits.<sup>5</sup>

**Sacramento County Languages Spoken at Home**

Using U.S. Census data from the American Factfinder website provides information on adults who speak English “less than very well” in SHRA’s service area population. The service area is defined as Sacramento County. According to this data, Sacramento’s population in 2014 was 1,383,333 with 69% or 951,293 residents who spoke proficient English.

**TABLE 5: Ranking of LEP Languages in Sacramento County by Population Greater Than 1,000**

Language	Percentage	Population
Spanish	4.8%	67,060
Chinese	1.30%	18,623
Russian	1%	14,197
Vietnamese	1%	13,198
Hmong	<1%	10,333
Tagalog	<1%	9,353
Hindi	<1%	3,734
Arabic	<1%	2,553
Laotian	<1%	2,351
Japanese	<1%	1,804
Persian	<1%	1,715
Urdu	<1%	1,473
Armenian	<1%	1,306

\*This data relies on self-reporting and does not specify various dialects spoken within a language (i.e. Mandarin, Cantonese, etc.).

**C. Points and Type of Contact with LEP Persons**

**Wait Lists**

**Public Housing**

The Public Housing program has site-based wait lists. Various lists open and close at different times as the need for more applicants to occupy rental housing units arises.

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<sup>5</sup>U.S. Dep’t. of Housing and Urban Dev., “Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons” 72 F.R. 2732 (Jan. 22, 2007).

### **Online Waitlist Information**

When the wait lists are open for Public Housing or Housing Choice Vouchers, applications are accepted electronically in several languages via a web portal at [www.sacwaitlist.com](http://www.sacwaitlist.com). This website has information in Spanish, Vietnamese and Russian indicating that assistance is available and how to contact the PHA. In addition to these languages, information on our website should also be provided in Chinese and Hmong.

When letters are mailed to families selected from the waitlist, they contain information urging those with language needs to contact the PHA for professional, reliable, and confidential language assistance.

The Public Housing and the Housing Choice Voucher programs disseminate information on waitlist opening and closing on the SHRA's webpage at [www.shra.org](http://www.shra.org). This site is also accessible has in Spanish, Russian, Vietnamese, Thai, Chinese and Korean. Additional languages may be added as necessary.

### **Intake Appointments**

SHRA has combined Intake staff to process applications for Public Housing and Housing Choice Voucher programs. Intake staff has procedures to follow to help new LEP applicants. Intake staff members show the LEP applicant the Language Identification Flashcard so they may point to their preferred language of communication.

Once a participant selects a language on the flashcard, Intake staff will contact the PHA's professional, contracted language vendor and request telephonic interpretation in the client's preferred language.

A conference call can be facilitated by Intake staff so that the interpretation-assisted call can take place at the participant's home or at the PHA office. Intake staff facilitates calls with the professional interpreter, the resident or participant, and SHRA staff. This takes a high degree of coordination; however, the benefit is that it helps to make language interpretation available at a time and place that is convenient for the family.

Generally, to fill out a full application and sign other necessary paperwork, the telephonic interpreter will interact with the staff interviewer who will explain to the interpreter what is being asked, and the interpreter will communicate that to the LEP family in their preferred language in a three-way call facilitated by intake staff. When the LEP family responds in their preferred language, the interpreter then communicates the information to the intake staff, who can transcribe information from the interpreter onto the English data form.

Intake staff will, with the family's permission, have the family's language input into the housing software system, which has a searchable field for "language." This helps the PHA determine how many families or individuals speak specific languages and better prepares for effective future communication with the family in their preferred language.

### **Briefing Appointments**

Any family who wishes to be provided with interpretation services for a briefing appointment will be asked to provide the PHA with 24-48 hours' notice so that contracted and qualified interpreters who speak the family's preferred language can be scheduled. Sometimes, in-house staff interpreters are available to provide immediate assistance to the families. LEP families can be at home and ask questions of the staff person in real time over the phone with the help of the interpreter.

### **Recertification Appointments**

Annual Recertification packets are mailed to each participant in the HCV program and are provided at management offices at certain public housing sites.

However, if LEP families need help completing the packet they can phone the Agency's call center or their property manager's office. Staff from either the call center or property site office can call the Agency's contract interpreter and they will place the family on a three-way phone call to explain the questions to LEP families in their native/preferred language. HCV call center staff or Public Housing property office staff can take the answers from the interpreter in English and complete the forms.

Often, families use English-speaking third party contacts to complete their paperwork. All residents or participants who indicate they would like their third party contact to receive written correspondence from SHRA will receive notice it is time to recertify for continued eligibility. This enables the third party to work with the family to complete the paperwork accurately and in a timely manner.

## ***D. Outreach and Language Assistance***

### **Notice of Right to Language Assistance**

It is important for SHRA to let LEP persons know that language access services are available and that they are free of charge. Notices will be provided in a language that LEP persons will understand.

SHRA will inform LEP persons of language access services by:

- Posting signs in common areas, offices and on the premises where applications are completed in person. These signs are posted in multiple languages and state that language services are free upon request;
- Stating in outreach materials that free language services are available;
- Working with grassroots and faith-based community organizations to inform LEP persons of availability of language services;
- Updating the current phone system to include more language options for languages most encountered;
- Informing LEP Person online through the SHRA website that language access assistance is available, posting identified documents in multiple languages, and updates to the opening and closing of waitlists.

### **Additional Outreach for Housing Choice Voucher**

SHRA will use various media outlets to provide notices on non-English radio and television stations about available language assistance services and how to access them. Publicizing the opening of the HCV wait list is conducted through news items in English and non-English media outlets prior to and during the opening of Public Housing wait lists.

## ***E. Staff Capacity and Training***

### **Staff Capacity**

The Agency has designated a staff member for the Housing Choice Voucher and the Public Housing Programs to be Language Access Plan Coordinator for these program duties. The LAP Coordinator(s) are responsible for monitoring LEP activities in the HCV and public housing programs. Staff, residents,



participants, and public suggestions to improve or revise efforts to accommodate LEP families' needs are directed to these LAP Coordinator(s). The two LAP Coordinators report directly to the Director of Property Management in Public Housing and the Director of HCV who each have overall responsibility for ensuring resources are available for program compliance and for coordination and cooperation between the programs. In addition to the contracted vendor, which can provide interpretation services in more than 180 languages, several staff members are identified for language interpretation to provide oral and translation assistance.

### **Staff Training**

Staff members who interact with clients receive training regarding how to on using "Language Identification Flashcards" and the Agency's translation services vendor. This training has been documented so that new staff members are exposed to it as part of their orientation process in their departments. Existing staff members are also provided periodic training on the procedures.

Staff training topics will include:

- Discussion of the Plan and legal obligation to provide language assistance
- How to respond to LEP callers
- How to respond to written communications from LEP participants
- How to respond to in-person LEP participants
- How to use "Language Identification Flashcards"
- How to operate the on-call telephone interpretation service
- Becoming familiar with staff and outside vendors available for interpretation at appointments
- Location of translated documents
- How to correctly document language preferences in the database

SHRA will maintain records and dates the training sessions that have been conducted, the names, and titles of people in attendance for the training.

In accordance with 24 Code of Federal Regulations (CFR) §§982.54(d)(6) and 982.304, SHRA will educate employees who operate the Housing Choice Voucher (HCV) program about their obligation to assist a family claiming that discrimination has prevented them from leasing a suitable unit by providing them information on how to fill out and file a housing discrimination complaint.

## ***F. Language Access Measures and Services Provided***

### **Language Access Measures**

Language access includes interpretation and/or translation. SHRA identifies interpretation to be spoken language assistance, while translation refers to providing written information in the identified language that assistance is needed. However, there will be times when language assistance may include oral interpretation of a written document.

SHRA will determine when interpretation and/or translation are needed and are reasonable. Staff will take reasonable steps to provide the opportunity for meaningful access to LEP participants who have difficulty communicating in English. If a participant asks for language assistance, and SHRA determines that the participant is an LEP person, SHRA will make reasonable efforts to provide free language assistance. SHRA has the discretion to determine whether language access is needed, and if so, the type of language assistance necessary to provide meaningful access to its programs.

**Written Translation**

**Vital Documents**

HUD has defined “vital documents” as those forms or documents that are critical for ensuring meaningful access, or awareness of rights or services, or federally funded services or benefits. SHRA staff have reviewed forms and policy documents and identified those which would be classified “vital” for both HCV and public housing programs identified in Appendix C. HUD Guidance notes that “vital” information may include, for instance, the provision of information in appropriate languages other than English regarding where an LEP person might obtain an interpretation or translation of the document.

The list of vital documents may be revised to meet the needs of LEP families. Requests may come from staff, residents, participants, managers or executives and will be routed through the LEP Coordinators for each program. Documents in specific languages will be placed in a designated language folder in the appropriate Agency electronic library so that both programs may utilize documents originated by the other, as appropriate. Documents specific to each program may be kept in electronic folders in those department drives, filed by form or function.

SHRA will begin to phase-in translated documents to be in compliance with the federal standard as required to translate those documents into at least several of the more frequently encountered languages and will set benchmarks for continued translations into the remaining languages over time. A phased strategic approach to translation is suggested within fiscal constraints by incorporating those forms or brochures which have been translated by HUD, and identifying those where a summary, rather than the entire document, may be sufficient. In the meantime, a cover sheet will be included with written materials for LEP participants that indicates that language access services are available and how they can obtain these services free of charge. As vital documents are phased into circulation, a cover sheet will be used to provide summary information of documents for participants. See APPENDIX C for a full list of vital documents.

A reasonable alternative to preparing written translation of all SHRA documents is providing oral interpretation of the document. In the Analysis of Vital Documents in Appendix C, staff has evaluated whether to translate the document in its entirety, translate a summary or highlights, use a translation available from others, or attach a cover sheet to the form offering oral translation. Based on analysis in Factor 1 and 2, the document cover sheet with a statement that oral translation is available should be in Spanish, Russian, Chinese, Vietnamese and Hmong.

SHRA is committed to providing translation of vital documents to LEP persons. According to the 2014 U.S. Census American Fact Finder data, there is not one single language in the LEP population that reaches the 5% threshold. However, this does not minimize the importance of ensuring that resources are available to LEP persons when a population threshold of 1,000 is met.

**TABLE 6: Safe Harbor Guidelines**

Size of Language Group	Recommended Provision of Written Language Assistance
1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents
More than 5% of the eligible population or beneficiaries <i>and</i> more than 50 in number	Translated vital documents

More than 5% of the eligible population or beneficiaries <i>and</i> 50 or less in number	Translated written notice of right to receive free oral interpretation of documents.
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required.

**Interpretive Services**

**Oral Language**

Oral interpretation can be provided by formal or informal interpreters. SHRA is committed to accuracy in interpretation services provided to LEP persons.

**Formal Interpreters**

While many applicants, public housing residents, and Housing Choice Voucher (HCV) participants prefer to bring relatives and friends to interpret English for them in their native language, SHRA employees are advised to use the SHRA’s professional language assistance contractor to ensure accurate translations are provided to the families on technical housing issues.

Staff must advise LEP persons about the availability of free language services. Even if the applicant, resident, or participant brings a friend, relative, or caseworker, SHRA retains the right to have a PHA-contracted professional interpreter assist to ensure that the friend or relative’s interpretation is accurate. The interpreter will not disclose non-public data without written authorization from the participant.

**Informal Interpreters**

An LEP person may use an informal interpreter of their own choosing and at their own expense, either in place of or as a supplement to the free language assistance offered by SHRA. If possible, SHRA should accommodate an LEP individual’s request to use an informal interpreter in place of a formal interpreter. There are some situations where family members or friends are not suitable translators (e.g., family members under eighteen (18) years old who may not have the ability to translate technical terms, survivors and perpetrators of domestic violence, caretakers and elder abuse survivors, or suspected perpetrators of program fraud), and should not be allowed in the same room with the applicant, resident, or participant. There may be issues of confidentiality, competency, or conflict of interest.

If an LEP participant prefers an informal interpreter to interpret after SHRA has offered free interpretation services, the informal interpreter may interpret. In these cases, the participant and interpreter could sign a waiver of free interpreter services or other documentation of the offer of formal interpretation services, the refusal, and accommodation of the participant’s wishes. SHRA staff must be sensitive to the feelings of the LEP person, but everyone’s personal safety must be a priority.

***G. Monitoring and Updating the Language Access Plan (LAP)***

SHRA will monitor the impact of its LAP by seeking the feedback of those who use LAP services. Each program department at SHRA will participate in an annual review of the Language Access Plan to make sure Agency actions are consistent with the LAP. Demographics and the need for LEP services will be updated at least every two years. Changes in procedures will be incorporated on an ongoing basis to ensure that SHRA maintains consistency with the LAP, and that daily service efforts adequately assist LEP individuals.

SHRA will review the LAP periodically, but no less than every two years, to evaluate its overall effectiveness and any changes in LEP populations or needs. Modifications to the Plan may be based on:

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- U.S. Census data
- Frequency of contact analysis of LEP participants and callers by staff
- Reports from SHRA's database system on the numbers of program participants who are LEP and listing the language(s) used by LEP individuals
- Analysis of requests for interpreters and translation, as well as literacy skills of participants requesting language assistance: number of requests, languages requested, costs, etc.
- Assessment of whether existing language assistance services are meeting the needs of participants with LEP
- Review of vital documents and appropriateness of available translations
- Assessment of whether staff members understand the LAP and procedures
- Nature and importance of activities and information to LEP participants
- Availability of resources, including costs
- Whether identified sources for assistance are still available and viable

SHRA employees, program applicants, HCV program participants, or public housing residents who receive a report, or become aware, that a LEP person believes they have not been provided with language assistance services, in accordance with this LAP, should report that information to the LAP Coordinator(s). Incidents will be documented for response and indicate whether any immediate action is needed to update the LAP.

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**APPENDIX A: 2015 SHRA HCV and Public Housing LEP Participants**

<b>Top Six Languages</b>	<b>Families</b>	<b>Percent</b>	<b>Program</b>
A-FARSI	79	0.63%	HCV
A-FARSI	9	0.38%	PH
CA-CAMBODIAN	1	0.04%	PH
C-CHINESE	55	2.33%	PH
C-CHINESE CANTONESE	133	1.06%	HCV
CN-CANTONESE	1	0.04%	PH
D-CHINESE MANDARIN	18	0.14%	HCV
F-FRENCH	1	0.04%	PH
G-GERMAN	2	0.02%	HCV
H-HMONG	467	3.73%	HCV
H-HMONG	12	0.51%	PH
HI-HINDI	1	0.04%	PH
J-JAPANESE	1	0.01%	HCV
K-KOREAN	12	0.10%	HCV
K-KOREAN	2	0.08%	PH
L-LAOTIAN	5	0.21%	PH
L-SIGN LANGUAGE	13	0.10%	HCV
MA-Marshallese	1	0.04%	PH
M-MIEN	23	0.18%	HCV
M-MIEN	4	0.20%	PH
N-ROMANIAN	13	0.10%	HCV
O-PASHTO	3	0.02%	HCV
P-POLISH	1	0.01%	HCV
RO-ROMANIAN	4	0.20%	PH
R-RUSSIAN	492	3.93%	HCV
R-RUSSIAN	19	0.80%	PH
S-SPANISH	138	1.10%	HCV
S-SPANISH	62	2.62%	PH
TO-TONGAN	1	0.04%	PH
T-TAGALOG	1	0.04%	PH
U-UKRANIAN	118	0.94%	HCV
U-UKRANIAN	1	0.04%	PH
V-VIETNAMESE	468	3.74%	HCV
V-VIETNAMESE	52	2.20%	PH

**APPENDIX B: 2015 SHRA HCV and Public Housing Ranking of LEP Participant and Waitlist**

<b>HCV Program Languages</b>		
Total Number of Participants: 12,884		
<b>Top Six Languages</b>	<b># of HCV Families</b>	<b>Percent</b>
1 Russian	492	3.93%
2 Vietnamese	469	3.74%
3 Hmong	468	3.74%
4 Spanish	138	1.10%
5 Chinese Cantonese	133	1.06%
6 Ukrainian (Emerging)	118	0.94%

<b>Public Housing Program Languages</b>		
Total Number of Participants: 2,881		
<b>Top Five Languages</b>	<b># of HCV Families</b>	<b>Percent</b>
1 Spanish	62	2.62%
2 Chinese	55	2.33%
3 Vietnamese	52	2.20%
4 Russian	19	0.80%
5 Hmong	12	0.51%

<b>Combined Programs with Waitlists</b>		
Total waitlist application records: 81,047		
<b>Top Five Languages</b>	<b># of Families on Waitlist</b>	<b>PHA Existing Families</b>
1 Spanish	437	0.54%
2 Russian	418	0.52%
3 Vietnamese	355	0.44%
4 Hmong	176	0.22%
5 Chinese	147	0.18%

<b>Applicant Pool</b>		
Total waitlist application records: 35,186		
<b>Top Five Languages</b>	<b># of Applicants</b>	<b>Percent</b>
1 Russian	307	0.87%
2 Other	250	0.71%
3 Vietnamese	241	0.69%
4 Spanish	229	0.65%
5 Hmong	138	0.39%

**APPENDIX C: Analysis of Vital Documents**

Keeping in the spirit of HUD’s “Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” this is an expansive list of identified vital documents. However, this list is subject to change throughout a given year due to federal changes and guidelines.

Phase 1: 2016-2019					
HCV Intake Forms, Letters and Notices	Translation of Full Document	Translation of Summary	Cover Sheet Offering Oral Translation	Translations Available	HUD Form Number
Anticipated Withdrawal	X			CH, HMG, RUS, SP, VTN	
Informal Review (IR) request	X			CH, HMG, RUS, SP, VTN	
IR appointment		X		CH, HMG, RUS, SP, VTN	
IR rescission		X		CH, HMG, RUS, SP, VTN	
IR decision		X		CH, HMG, RUS, SP, VTN	
Prop term rescission		X		CH, HMG, RUS, SP, VTN	
Termination of Assistance	X			CH, HMG, RUS, SP, VTN	
Interview Invite		X		CH, HMG, RUS, SP, VTN	
Final Int. Invite (for Part B app)		X		CH, HMG, RUS, SP, VTN	
Interview attended letter		X		CH, HMG, RUS, SP, VTN	
Briefing Appt.	X			CH, HMG, RUS, SP, VTN	
RA forms	X			CH, HMG, RUS, SP, VTN	
Port Denial	X			CH, HMG, RUS, SP, VTN	
Return to waiting list		X		CH, HMG, RUS, SP, VTN	
Remove from waiting list	X			CH, HMG, RUS, SP, VTN	
Voucher change		X		CH, HMG, RUS, SP, VTN	
Voucher extension		X		CH, HMG, RUS, SP, VTN	
2nd Voucher extension		X		CH, HMG, RUS, SP, VTN	
Voucher Expired	X			CH, HMG, RUS, SP, VTN	
Self Termination		X		CH, HMG, RUS, SP, VTN	

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Suspension of Process	X			CH, HMG, RUS, SP, VTN	
Zero Income Checklist		X		CH, HMG, RUS, SP, VTN	
Pre App update	X			CH, HMG, RUS, SP, VTN	
Pre App update confirmation letter		X		CH, HMG, RUS, SP, VTN	
Add on Request		X		CH, HMG, RUS, SP, VTN	
Denial from complex		X		CH, HMG, RUS, SP, VTN	
Additional Info Requested	X			CH, HMG, RUS, SP, VTN	
PBV Initial Interview Briefing	X			CH, HMG, RUS, SP, VTN	
PP - Second Interview Appt	X			CH, HMG, RUS, SP, VTN	
Eligibility Denial Notice	X			CH, HMG, RUS, SP, VTN	
Notice Advising of Free Language Assistance	X			CH, HMG, RUS, SP, VTN	
Authorization for the Release of Information/Privacy Act Notice				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, TG, VTN	9886
A Good Place to Live (Housing Quality Standards)				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	HUD-593-PIH
Certification of Domestic Violence, Dating Violence, or Stalking				HUD FORM	
Fair Housing Equal Opportunity for All				AR, CAMB, CH, KOR, RUS, SP, VTN	HUD-1686-1-FHEO
Are You A Victim of Housing Discrimination?				AR, CAMB, CH, KOR, RUS, SOM, SP, VTN	HUD-903.1



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HCV Only					
Application		X	X	CH, HMG, RUS, SP, VTN	
Voucher	X			AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52646
Statement of Homeowner Obligations				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52649
Family Self-Sufficiency Program Contract (Instructions and Attachment)				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52650
Family Self Sufficiency Program Escrow Account				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52652
Housing Assistance Payments Contract Section 8 Resident-Based Assistance				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52641
Tenancy Addendum Section 8 Resident-Based Assistance HCV Program				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52641-A
Supplement to Application for Federally Assisted Housing: Supplemental and Optional Contact Information				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	92006
Fraud Notification					1141
Request for Tenancy Approval – HCV				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, TG, VTN	52517

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HUD Allowances for Resident-Furnished Utilities and Other Services				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52667
Contract Termination Notice			X	CH, HMG, RUS, SP, VTN	
Disposition Notice			X	CH, HMG, RUS, SP, VTN	
Exclusion of In-Home Supportive Services (IHSS) Income	X			CH, HMG, RUS, SP, VTN	
Family Obligations	X			CH, HMG, RUS, SP, VTN	
Informal Hearing Request	X			CH, HMG, RUS, SP, VTN	
Live-In Aide Yearly Certification Notice	X			CH, HMG, RUS, SP, VTN	
Mandatory Tenant Conference Disposition Notice (with WARNING for recertifications ONLY)			X	CH, HMG, RUS, SP, VTN	
Notice of Mandatory Tenant Conference			X	CH, HMG, RUS, SP, VTN	
Notice of Proposed Termination of HCV Eligibility			X	CH, HMG, RUS, SP, VTN	
Notice of Termination of Assistance			X	CH, HMG, RUS, SP, VTN	
Recertification Notice			X	CH, HMG, RUS, SP, VTN	
Subsidy Adjustment Notice Homeownership Program			X	CH, HMG, RUS, SP, VTN	
Subsidy Adjustment Notice Housing Choice Vouchers (HCV)			X	CH, HMG, RUS, SP, VTN	
Voucher Expiration Notice	X			CH, HMG, RUS, SP, VTN	
Warning Notice			X	CH, HMG, RUS, SP, VTN	
Rescission of Notice of Proposed			X	CH, HMG, RUS, SP, VTN	
Termination of HCV Eligibility			X	CH, HMG, RUS, SP, VTN	
Notice of Termination of Assistance after 180 Days with Zero Housing Assistance Payment (HAP)			X	CH, HMG, RUS, SP, VTN	
Notice of Mandatory Tenant Conference (recertifications only)			X	CH, HMG, RUS, SP, VTN	
Mover Request Denial			X	CH, HMG, RUS, SP, VTN	
Mover Request Confirmation			X	CH, HMG, RUS, SP, VTN	

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RFTA		X		CH, RUS, SP, VTN, HMG	
Affordability Worksheet		X		CH, RUS, SP, VTN, HMG	
Abatement Letter		X		CH, RUS, SP, VTN, HMG	
RFTA Void	X			CH, RUS, SP, VTN, HMG	

Public Housing Only					
How Your Rent is Determined			X	SP, CH, KR, VTN	HUD Fact Sheet
Application		X	X	CH, RUS, SP, VTN, HMG	
Third Party Docs		X		CH, RUS, SP, VTN, HMG	
Anticipated Withdrawal	X			CH, RUS, SP, VTN, HMG	
Informal Review	X			CH, RUS, SP, VTN, HMG	
IR appointment	X			CH, RUS, SP, VTN, HMG	
Rescind IR (prop term)		X		CH, RUS, SP, VTN, HMG	
Termination of Assistance	X			CH, RUS, SP, VTN, HMG	
Interview Invite	X			CH, RUS, SP, VTN, HMG	
Final Int. Invite (for Part B app)	X			CH, RUS, SP, VTN, HMG	
Interview attended letter		X		CH, RUS, SP, VTN, HMG	
Return to waiting list		X		CH, RUS, SP, VTN, HMG	
Remove from waiting list	X			CH, RUS, SP, VTN, HMG	
Fingerprint invite	X			CH, RUS, SP, VTN, HMG	

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Final Fingerprint invite	X			CH, RUS, SP, VTN, HMG	
Application		X	X	CH, RUS, SP, VTN, HMG	
Third Party Docs		X		CH, RUS, SP, VTN, HMG	
Anticipated Withdrawal	X			CH, RUS, SP, VTN, HMG	
Informal Review	X			CH, RUS, SP, VTN, HMG	
IR appointment	X			CH, RUS, SP, VTN, HMG	
Rescind IR (prop term)		X		CH, RUS, SP, VTN, HMG	
*Leases			X	CH, RUS, SP, VTN, HMG	
3, 14, and 30 day Notices			X	CH, RUS, SP, VTN, HMG	
Hearing Notice			X	CH, RUS, SP, VTN, HMG	
Grievance Procedure			X	CH, RUS, SP, VTN, HMG	
Termination of Tenancy Procedures			X	CH, RUS, SP, VTN, HMG	
Termination letter for PH			X	CH, RUS, SP, VTN, HMG	

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Full Move In Packet			X	CH, RUS, SP, VTN, HMG	N/A, PHA Generated
(The following documents are not PHA Generated.)					
Debts Owed to the PHA and Terminations					52675
Allowances for Resident – Furnished Utilities and Other Service					52667
Family Report					50058
Authorization for the Release of Information/Privacy Notice					9886

Key: AM= Amharic, AR=Arabic, CAM= Cambodian, CREOLE=Creole, CH=Chinese, FR=French, HMG=Hmong, HND=Hindi, KOR=Korean, RUS=Russian, SOM=Somali, SP=Spanish, TG=Tagalog, VTN=Vietnamese

**\*Legal considerations of translated leases and documents:** HUD recommends that when leases are translated into languages other than English, Public Housing Authorities (PHAs) should only ask the resident to sign the English lease. “The translated document would be provided to the resident, but marked “For Information only.” HUD was asked whether leases, rental agreements and other housing documents of a legal nature are enforceable in U.S. courts when they are in languages other than English and responded generally that the English-language document prevails. The HUD translated documents may carry the disclaimer: "This document is a translation of a HUD-issued legal document. HUD provides this translation to you merely as a convenience to assist in your understanding of your rights and obligations. The English language version of this document is the official, legal, controlling document. This translated document is not an official document."<sup>6</sup>

<sup>6</sup> HUD: Limited English Proficiency (LEP) Frequently Asked Questions  
([http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-faq](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq))

## **Chapter 24: RENT REPORTING PROGRAM**

Senate Bill No. 1157, Section 1954.06 of the Civil Code

For leases entered into on or after July 1, 2021, the offer of rent reporting shall be made at the time of the lease agreement and at least once annually thereafter. For leases outstanding as of July 1, 2021, the offer of rent reporting shall be made no later than October 1, 2021 and at least once annually thereafter.

The PH will ensure all residents are informed about the Rent Reporting Program at Move-In and during each Recertification appointment. PH will develop marketing and enrollment and cancellation forms and will enroll/cancel resident enrollment within a reasonable amount of time upon notification from the resident.

## **Chapter 25: RESIDENT-OWNED CAMERAS**

Residents are required to follow the PHA policies/procedures regarding owning and operating resident-owned cameras. The resident is required to comply with this policy as a condition of installing such equipment.

### Prior Permission

- Residents must obtain prior management approval before installing any resident-owned cameras.
- Management will confirm/approve the placement of the resident-cameras outside the resident's unit.

### Location

- Cameras cannot directly face the personal space of another resident.

## **GLOSSARY**

### ***A. Terms Used in Determining Rent***

#### **ANNUAL INCOME [24 CFR section 5.609]**

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and/or spouse (even if temporarily absent) and by each additional family member for the twelve (12)-month period following the effective date of initial determination or recertification of income. It does not include amounts that are temporary, non-recurring, or sporadic (e.g. gifts of money from relatives for a household member's birthday) as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

- The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services
- Family contributions if contributions are on a consistent basis
- The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business
- Interest, dividends, and other net income of any kind from real or personal property
- Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property
- When the family has net family assets in excess of five thousand dollars (\$5,000), annual income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD
- The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.



- All welfare assistance payments received by or on behalf of any family member.
- Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from persons not residing in the unit with the family,
- All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

#### **EXCLUSIONS FROM ANNUAL INCOME [24 CFR section 5.609]**

Annual income does not include the following:

- Income from the employment of children (including foster children) under the age of eighteen (18).
- Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident's family, who are unable to live alone).
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains, and settlement for personal or property losses
- Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member.
- Income of a live-in aide, provided that the person meets the definition of a live-in aide.
- The full amount of student financial assistance paid directly to the student or the educational institution.
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- Amounts received under HUD-funded training programs made solely to allow residents to participate in a particular program (e.g. Step-up Program), including stipends, wages, transportation payments and childcare vouchers for the duration of the training program.
- Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).
- Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.
- Amount received under a resident services stipend. A modest amount (not to exceed two hundred dollars [\$200] per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to fire patrol, hall monitoring, caretaker duties, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time.
- Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident management staff. Amounts excluded by this provision must be received under

employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

- Temporary, non-recurring, or sporadic income (including gifts).
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and recertifications of income on or after April 23, 1993.)
- Earnings in excess of four hundred eighty dollars (\$480) for each full-time student eighteen (18) years old or older, (excluding the head of household and spouse).
- Adoption assistance payments in excess of four hundred eighty dollars (\$480) per adopted child.
- The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:
  - *Comparable Federal, State or local law* means a program providing employment training and supportive services that:
    - (1) is authorized by a Federal, State or local law;
    - (2) is funded by the Federal, State or local government;
    - (3) is operated or administered by a public agency; and
    - (4) has as its objective to assist participants in acquiring job skills.
  - *Exclusion period* means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins his or her first job acquired following completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
  - *Earnings and benefits* mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
  - Deferred periodic payments from Supplemental Security Income (SSI) and other social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
  - Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
  - Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
  - Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.
  - The following benefits are excluded by other federal statute as of August 3, 1933:
    1. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 USC Chapter 66);

Examples of programs under this Act include, but are not limited to:

- a) The Retired Senior Volunteer Program (RSVP)
- b) Foster Grandparent Program (FGP)
- c) Senior Companion Program (SCP)

**NATIONAL VOLUNTEER ANTIPOVERTY PROGRAMS SUCH AS:**

- Volunteers in Service to America (VISTA)
- Peace Corps
- Special Volunteer Programs

**SMALL BUSINESS ADMINISTRATION PROGRAMS SUCH AS:**

- National Volunteer Program to Assist Small Businesses
- Service Corps of Retired Executives
- Payments received under the Alaska Native Claims Settlement Act (43 USC Chapter 33))
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 USC sections 459 et. seq.)
- Payments or allowances made under the Department of HHS' Low-Income Home Energy Assistance Program (42 USC section 8624(f))
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC Chapter 19) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC sections 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of the Interior.
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 USC section 1087uu). Examples include: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.
- Payments received under programs funded under Title V of the Older Americans Act of 1965 (42 USC 3056). Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange Product Liability litigation.
- The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Childcare and Development Block Grant Act of 1990. (42 USC section 9858q)
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC section 32)

- Living allowances under the AmeriCorps Program (Nelson Diaz Memo to George Latimer 11/15/94).

**ADJUSTED INCOME:** The definition for adjusted income is annual income, less allowable HUD deductions.

Qualified families are eligible for the following:

**Childcare Expenses:** A deduction of amounts anticipated to be paid by the family for the care of children under thirteen (13) years old for the period for which the annual income is computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

**DEPENDENT DEDUCTION:** An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, disabled, or a full-time student.

**DISABLED EXPENSES:** A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the member with disabilities to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatuses may include but are not limited to: wheelchairs, lifts, reading devices for individuals with visual impairments, and equipment added to cars and vans to permit use by the family member with disabilities.

**FOR NON-ELDERLY FAMILIES AND ELDERLY FAMILIES WITHOUT MEDICAL EXPENSES:** The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less three percent (3%) of annual income, provided the amount so calculated does not exceed the employment income earned.

**FOR ELDERLY FAMILIES WITH MEDICAL EXPENSES:** The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less 3% of annual income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

**FOR ELDERLY AND DISABLED FAMILIES ONLY:**

**MEDICAL EXPENSES:** A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which annual income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines (if approved by a health care provider), transportation to and from treatment (not the cost of regular monthly bus or

other public transportation passes that can be used for non-medically related trips), dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

**FOR ELDERLY FAMILIES WITHOUT DISABLED EXPENSES:** The amount of the deduction shall equal total medical expenses less three percent (3%) of annual income.

**FOR ELDERLY FAMILIES WITH BOTH DISABLED AND MEDICAL EXPENSES:** The amount of disabled assistance is calculated first, then medical expenses are added.

**ELDERLY/DISABLED HOUSEHOLD EXEMPTION:** An exemption of \$400 per household.

## ***B. Housing Terms***

**ABANDONMENT OF A PUBLIC HOUSING UNIT:** Vacating (moving out of) a public housing unit, with no intent to return, without providing the PHA with notice of the intent to vacate to allow the PHA to secure the unit and protect its property from vandalism, squatting, etc.

**ACCESSIBLE DWELLING UNITS:** When used with respect to the design, construction or alteration of an individual dwelling unit, this means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR sections 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

**ACCESSIBLE FACILITY:** A facility (or a portion thereof), other than a residential dwelling unit, that, by design or modification, allows equal access to individuals with disabilities.

**ACCESSIBLE ROUTE:** For individuals with mobility impairments, a continuous, unobstructed path that complies with space and reaches requirements of the Uniform Federally Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

**ADAPTABILITY:** The ability to change certain elements of a dwelling unit to accommodate the needs of individuals with disabilities.

**ADULT:** A person who has attained the legal age of majority (generally age 18 [but can be lower depending on the jurisdiction]).

**ADMISSION:** Admission to the program is the effective date of the lease, and the point at which a family becomes a resident.

**ALLOCATION PLAN:** The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or a portion of a building, for occupancy by Elderly or Disabled Families.

**ANNUAL INCOME AFTER ALLOWANCES:** Annual income (described above) less any HUD-approved allowances.

**APPLICANT (or applicant family):** A family that has applied for admission to a program, but is not yet a participant in the program.

**"AS-PAID" STATES:** States in which welfare agencies adjust the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS:** (See Net Family Assets.)

**AUXILIARY AIDS:** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

**BEYOND NORMAL WEAR AND TEAR:** Damage to a dwelling unit that exceeds the level of deterioration associated with ordinary use. The costs to repair such damage may legally be deducted from a resident's security deposit and, if the cost of any such repairs exceeds the amount of the security deposit, the housing provider/landlord/PHA may charge the resident for the excess amount.

**CO-HEAD:** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

**COMPLAINANT:** Any resident whose grievance is presented to the PHA or a site/management office, informally, or as part of the informal settlement of grievance process.

**COVERED FAMILIES:** A statutory term used to describe families whose members are required to participate in economic self-sufficiency programs associated with their receipt of public benefits from welfare agencies, such as the Department of Human Assistance in Sacramento County. These families may be subject to welfare benefit sanctions for noncompliance with these obligations.

**COVERED PERSON:** A resident, any member of the resident's household, a guest or another person under the resident's control. (24 CFR section 5.100.)

**CRIMINAL ACTIVITY:** Generally, a violation of a criminal law committed intentionally by a person or persons without regard to whether that person or persons are actually convicted of the offense. This includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the PHA.

**CREDIBLE EVIDENCE:** Evidence that is worthy of belief; trustworthy evidence.

**DEPENDENT:** A member of the family household (excluding foster children) other than the family head or spouse, who is under eighteen (18) years of age or is an individual whose disabilities qualify him or her as a dependent adult. A dependent may also be a full-time student eighteen (18) years of age or older. (24 CFR section 5.603)

**DESIGNATED FAMILY:** The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR section 945.105)

**DISABILITY:** The Americans with Disabilities Act (ADA) defines "disability" as: 1) a physical or mental impairment that substantially limits one of more major life activities; 2) a record of such an impairment; or 3) being regarded as having an impairment. (42 USC section 12102.)

Per the Social Security Administration (SSA): 1) The inability to engage in any substantial gainful activity (or the inability to independently complete Activities of Daily Living [ADLs], such as eating, bathing, dressing, toileting, and transferring or ambulating) by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or 2) blindness. (42 USC section 416(i)(1); see also 42 USC section 423(d)(1).)

**DISABILITY ASSISTANCE EXPENSE:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatuses

for a family member with a disability or disabilities that are necessary to enable the family member to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**DISABLED PERSON:** A person who has a disability or disabilities. See the definition of “Disability” above.

Disabilities may be developmental (e.g. intellectual delay, autism, cerebral palsy, or epilepsy/seizure disorder), psychiatric/mental (e.g. bipolar disorder or schizophrenia), physical, or a combination thereof.

A person with disabilities means a person who: a) Has a disability as defined in section 223 of the Social Security Act (42 USC section 423), or b) is determined to have a physical, mental, or emotional impairment that: 1) is expected to be of long-continued and indefinite duration, 2) substantially impedes his or her ability to live independently, and 3) is of such a nature that such ability could be improved by more suitable housing conditions, or c) Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC section 6001(5); see also California Welfare and Institutions Code sections 4500 et.seq. [The Lanterman Act].)

The term “person with disabilities” does not exclude persons who have the disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS. (24 CFR section 945.105.)

For purposes of qualifying for low-income housing, the definition of a person with disabilities does not include a person whose disability is based solely on any drug or alcohol dependence. (24 CFR section 5.403.)

**DISABLED FAMILY:** A family whose head (including co-head), spouse, or sole member is a person with a disability; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

**DISALLOWANCE:** Exclusion from annual income.

**DISPLACED FAMILY:** A family in which each member, or whose sole member, is a person:

1. displaced by governmental action resulting from the:
  - a. prepayment of a mortgage or
  - b. voluntary termination of a mortgage insurance contract or
  - c. termination from housing due to a lack of funding or
  - d. demolition or disposition of a public or Indian housing project,  
or
2. a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief (24 CFR 5.403)

**DISPLACEMENT PREFERENCE:** The displacement preference may be defined 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, or through no fault of their own, by governmental action. If appropriate, the preference can also be expanded to include applicants being displaced by private actions or if they can provide documentation that they were terminated from the Housing Choice Voucher (HCV) program due to a lack of federal funding or sequestration.

**DOMICILE:** The place at which a person is physically present and that the person regards as home; a person's true, fixed, principal, and permanent home, to which that person intends to return and remain (usually requires physical presence couple with the intent to make the place one's home); also, the residence of a person or corporation for legal purposes.

**DRUG:** Generally, a natural or synthetic substance that alters one's perception or consciousness. Per 24 CFR section 5.100, "a controlled substance as defined in section 102 of the Controlled Substances Act (21 USC 802)."

**DRUG-RELATED CRIMINAL ACTIVITY:** The illegal manufacture, sale, distribution, possession, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug. Drug related criminal activity can be on or off the premises of the PHA's property or the HCV-assisted individual rental unit. (24 CFR section 966.53(c).)

**DRUG TRAFFICKING:** Any illicit activity to cultivate, produce, manufacture, distribute, sell, finance, or transport narcotic drugs, controlled substances, or listed chemicals, or otherwise endeavor or attempt to do so, or to assist, abet, conspire, or collude with others to do so. (21 USC section 1907.)

**DUE PROCESS (PROCEDURAL):** The minimal requirements of notice and a hearing guaranteed by the Due Process Clauses of the 5th and 14th Amendments to the United States Constitution, especially if the deprivation of a significant life, liberty, or property interest may occur.

**DUE PROCESS (SUBSTANTIVE):** The doctrine that the Due Process Clauses of the 5th and 14th Amendments to the United States Constitution require legislation to be fair and reasonable in content and to further a legitimate governmental objective.

**DUE PROCESS CLAUSE (OF THE U.S. CONSTITUTION):** The constitutional provision that prohibits the government (or its agents) from unfairly or arbitrarily depriving a person of life, liberty, or property.

**ECONOMIC SELF-SUFFICIENCY PROGRAM:** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as substance abuse or mental health treatment). (24 CFR section 5.603(b).) Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 USC section 607(d).

The new definition of the term "economic self-sufficiency program" is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

**ELDERLY FAMILY:** A family whose head or co-head, spouse or sole member is at least sixty two (62) years of age, or two or more persons at least sixty two (62) years of age living together, or one or more persons at least 62 years of age living with one or more live-in aides.

**ELDERLY AND DISABLED FAMILY:** A family whose head or spouse or whose sole member is at least sixty two (62) years, or two or more persons who are at least sixty two (62) years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.



**ELDERLY PERSON:** A person who is at least sixty two (62) years old.

**ELEMENTS OF DUE PROCESS (FOR PHA PURPOSES):** Adequate notice of the action the PHA plans to take or not to take:

- An opportunity for the applicant/resident to request a hearing on the PHA's proposed action or inaction and to examine all documents, records, and regulations of the PHA relevant to the issue for hearing prior to the hearing in order to prepare a defense. The resident's right to be represented by counsel at the hearing, and to bring any credible and competent witnesses to offer testimony on the issue for hearing;
- The resident's opportunity to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense the resident may have; and
- A decision on the merits of the case.

**ELIGIBLE FAMILY (Family):** Low income families who are eligible for admission to the public housing program. (24 CFR section 960.102(b)).

**EMANCIPATED MINOR:** A minor who is self-supporting and independent of parental control, usually as a result of a court order.

**ENGAGED IN OR ENGAGING IN:** "Engaged in or engaging in or recent history of" criminal activity means any act within the past three years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the PHA, whether or not it resulted or results in a conviction of the applicant or participant, household members, or guests.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES:** Prior to the regulation change in 1982, this meant medical and/or unusual expenses which exceeded 25% of the Annual Income. It is no longer used.

**EXCESSIVE COST BURDEN:** Paying more than 50% of monthly adjusted income for shelter/housing.

**EXCESS MEDICAL EXPENSES:** Medical expenses incurred by elderly families, only in excess of 3% of annual income, which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY:** Families whose income does not exceed the higher of 30% of the area median income (AMI) or the federal poverty level.

**FALSIFYING AN APPLICATION FOR LEASING:** Includes verbalizing or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead the PHA.

**FAMILY:** A person or group of persons, as determined by the PHA consistent with 24 CFR section 5.403, approved to reside in unit with assistance under the program. The applicant must qualify as a family as defined by the PHA. The term "Family" includes, but is not limited to, the following regardless of actual or perceived sexual orientation, gender identity, or marital status:

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

- d. A disabled family;
- e. A displaced family; and
- f. The remaining member of a resident family.

**FAMILY** is used interchangeably with “applicant,” “resident,” and “participant.”

**FAMILY OF VETERAN OR SERVICEPERSON:** A family is a "family of veteran or serviceperson" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent due to hospitalization, separation, or desertion, or is divorced; provided, the family consists of one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized provided that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM):** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FLAT RENT:** Rent amount, determined annually, based on the market rental value of the unit.

1) The PHA must establish a flat rent for each public housing unit that is no less than eighty percent (80%) of the applicable fair market rent (FMR) as determined under 24 CFR part 888, subpart A, or; 2) the PHA may request, and HUD may approve, on a case-by-case basis, a flat rent that is lower than eighty percent (80%) of the FMR by submitting a market analysis of the applicable market, demonstrating, based on the market analysis, that the proposed flat rent is a reasonable rent in comparison to rent for other comparable unassisted units, based on the location, quality, size, unit type, and age of the public housing unit and any amenities, housing services, maintenance, and utilities to be provided by the PHA in accordance with the lease.

**FOSTER CHILDCARE 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.

**GENDER IDENTITY:** Actual or perceived gender-related characteristics. (24 CFR section 5.100.)

**GOOD CAUSE:** A substantial and compelling reason beyond the party’s control to show why a request should be granted or why an action or failure to act should be excused. In considering whether the party has established good cause for his or her act or failure to act, the PHA will take into consideration the length of the delay the party takes in contacting the PHA, the diligence on the part of the individual making the request, and the potential prejudice to the opposing party (e.g. the PHA). For purposes of late informal review or formal hearing requests, this may include lateness due to serious illness, medical emergencies, or agency error (e.g. where the PHA mails a resident a hearing notice scheduling the hearing for a date that has already passed).

**GRIEVANCE:** Any dispute which a resident may have with respect to PHA action or failure to act in accordance with the individual resident's lease or PHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.

**GROSSLY UNSANITARY OR HAZARDOUS HOUSEKEEPING:** Includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials. It also includes severe damages to the PHA's property or equipment, if it is established that the family is responsible for conditions that may seriously affect neighbors by causing infestation, foul odors, etc. Also included is the depositing of garbage or other waste in halls, or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for the family, other residents or the PHA's property.

**GUEST:** A person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

**HCV:** Housing Choice Voucher Program.

**HEAD OF HOUSEHOLD:** The person who assumes legal and financial responsibility for the household and is listed on the application as head of household.

**HEARING OFFICER/HEARING PANEL:** A person or persons selected in accordance with the PHA's grievance and hearing procedures to hear grievances and render a decision with respect thereto.

**HOMELESS:** As defined in the HEARTH Act:

Homeless means:

- (1) 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;
  - (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;
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
  - (i) The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance;
  - (ii) No subsequent residence has been identified; and
  - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (3) Unaccompanied youth under twenty five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3

of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the sixty (60) days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the sixty (60)-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) 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;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, and faithbased or other social networks, to obtain other permanent housing.

**HOMELESS PREFERENCE:** A limited preference to families who, in coordination with a third party, are identified as homeless (according to the HUD definition Continuum of Care definition. Per PIH Notice 2013-15, these families are referred by a partnering homeless service organization or consortia of organizations (an organization that refers people transitioning out of a shelter, transitional housing program, or rapid re-housing program).

**HOUSEHOLD:** For purposes of 24 CFR part 5, subpart I, and parts 960, 966, 882, and 892, means the family and any PHA-approved live-in aide.

**HOUSING AGENCY:** A state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to administer the public housing program.

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PLAN:** A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 24 CFR part 570, submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting the requirements of 24 CFR part 570 submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**PHA OF THE CITY OF SACRAMENTO:** Is referred to as “PHA” or “PHA” or “HA” or the “Authority,” throughout this document.

**HOUSING QUALITY STANDARDS (HQS):** The HUD minimum quality standards for housing assisted under the Housing Choice Voucher (HCV) programs.

**HUD:** The Department of Housing and Urban Development or its designee.

**HUD REQUIREMENTS:** HUD requirements for the public housing and Housing Choice Voucher (HCV) programs. HUD requirements are issued by HUD headquarters as regulations. These include Federal Register notices or other binding program directives.

**HURRA:** The Housing and Urban/Rural Recovery Act of 1983, legislation that resulted in most of the 1984 HUD Regulation changes to the definitions of income, allowances, and rent calculations.

**IMPUTED ASSET:** Asset disposed of for less than Fair Market Value during two years preceding examination or recertification.

**IMPUTED INCOME:** HUD passbook rate times the total cash value of assets when assets exceed \$5,000.

**IMPUTED WELFARE INCOME:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income. (24 CFR section 5.615.)

**INCOME:** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME-BASED RENT:** The resident rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its residents. However, the income-based resident rent plus the PHA's allowance for resident paid utilities may not exceed the "total resident payment" as determined by a statutory formula.

**INCOME FOR ELIGIBILITY:** Gross annual income.

**INCOME TARGETING:** The HUD admissions requirement that PHAs not admit less than the number required by law of families whose income does not exceed thirty percent (30%) of the area median income in a fiscal year.

**INDIAN:** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any state.

**INDIAN PHA (IHA):** A housing agency established either:

By exercise of the power of self-government of an Indian Tribe, independent of state law, or By operation of state law providing specifically for housing authorities for Indians.

**INITIATING THREATS:** The communication of the intent to inflict harm or loss on another person or to his or her property. This includes threats of violence or acts of violence, such as verbal or physical assault or intimidation directed toward residents, PHA employees, and PHA property.

**INTEREST REDUCTION SUBSIDIES:** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. This includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**INVOLUNTARILY DISPLACED PERSON:** Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

**INVOLUNTARY DISPLACEMENT:** Applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, or through no fault of their own by governmental action. If appropriate, the preference can also be expanded to include applicants being displaced by private actions.

**LANDLORD:** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner. In public housing, "landlord" refers to the PHA.

**LATE FEE:** Charges assessed if monthly rent payments are not paid in full by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) day of each month, in accordance with the PHA's *Schedule of Fees and Charges*.

**LATE RENT:** Monthly rent payments not paid in full by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) day of each calendar month.

**LEASE:** A written agreement between an owner and an eligible family or individual for the leasing of a housing unit.

**LIVE-IN AIDE:** A person who resides with an elderly person or person with disabilities and who is essential to the care and wellbeing of the person, and 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 without regard to their date and time of application.

**LOW-INCOME FAMILY:** A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

**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 anticipated during the period for which Annual Income is computed, and which is not covered by insurance. (Only Elderly Families qualify). The allowances are applied when medical expenses exceed 3% of Annual Income.

**MINIMUM RENT:** An amount established by the PHA between zero and \$50.00.

**MINOR:** A member of the family household (excluding foster children) other than the family head or spouse who is under eighteen (18) years of age.

**MONTHLY ADJUSTED INCOME:** 1/12 of the Annual Income after adjusting for any allowances.

**MONTHLY INCOME:** 1/12 of the Annual Income before adjusting for any allowances.

**NEAR-ELDERLY FAMILY:** A family whose head (including co-head), spouse, or sole member is a person who is at least fifty (50) years of age but below the age of sixty two (62); or two more persons, who are at least fifty (50) years of age but below the age of sixty two (62), living together; or one or more persons who are at least fifty (50) years of age but below the age of sixty two (62). The term includes two (2) or more near-elderly persons living together and one (1) or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS:** The net cash value of equity in savings, checking, IRA and Keogh plans (tax deferred pension plans), 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.

**NONCITIZENS RULE:** Refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

**NON PAYMENT OF RENT:** If the monthly rent is not paid by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) day of each calendar month, a fourteen (14) day notice to pay rent or quit and/or a three (3) day notice to pay rent or quit running concurrently will be issued.

**NON PAYMENT OF RIGHTFUL OBLIGATIONS:** The residents failure to pay any monies owed to the PHA, including rent and/or utilities and other charges owed to the PHA.

**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.

**OTHER CRIMINAL ACTIVITY:** A history or pattern of criminal activity that may threaten the health or safety of the owner, PHA staff, other residents, or persons performing a contract administration function or responsibility on behalf of the PHA (including a contractor, subcontractor, or agent).

**OTHER PERSON UNDER THE RESIDENT'S CONTROL (COVERED PERSON):** The person, although not staying as a guest in the unit is, or was, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident or family.

**PARTICIPANT:** A family that has been admitted to the PHA program, and is currently assisted in the program.

**PATTERN OF ALCHOL ABUSE:** Includes a determination by the PHA that the pattern of alcohol abuse might interfere with the applicant's or resident's health, safety or right to peaceful enjoyment of the premises by other residents.

**PATTERN OF DRUG USE:** Includes a determination by the PHA that the applicant has engaged in a pattern of illegal use of a controlled substance, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents

**PATTERN OF VIOLENT BEHAVIOR:** Includes evidence of repeated acts of violence (including violent criminal activities) on the part of an individual, or a pattern of conduct that may result in a danger to other residents, PHA staff, or the PHA's properties.

**PRE-APPLICANT (or pre-applicant family):** A family that has submitted a pre-application to be placed on a waitlist, but has not yet completed an application to qualify for the program.

**PREMISES:** The building or complex in which the dwelling unit is located including common areas and grounds.

**PREPONDERANCE OF EVIDENCE:** Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence.

**PREVIOUSLY UNEMPLOYED:** Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**PUBLIC ASSISTANCE:** Welfare or other payments to families or individuals based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA):** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian PHA (IHA). ("PHA" and "HA" mean the same thing.)

**QUALIFIED FAMILY:** A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least \$500.

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998:** The Act, which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

**REASONABLE ACCOMMODATION:** A reasonable accommodation is a change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space.

**REASONABLE CAUSE:** To have knowledge of facts, although not amounting to direct knowledge, that would cause a reasonable person knowing the same facts, to reasonably reach the same conclusion based on those facts.

**RECERTIFICATION:** Sometimes called re-examination. The process of securing documentation of total family income and other information used to determine the rent the resident will pay for the next twelve (12) months if no interim changes are reported by the family.

**RECORD OF SERIOUS DISTURBANCES OF NEIGHBORS, DESTRUCTION OF PROPERTY OR OTHER DISRUPTIVE OR DANGEROUS BEHAVIOR:** Consists of patterns of behavior, which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility. This includes behavior which damages the unit in which the applicant resides or the other areas of the premises, or which is seriously disturbing to neighbors or disrupts sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. This also includes judicial eviction in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances to neighbors and/or other individuals or damage to the property.

**REMAINING MEMBER OF RESIDENT FAMILY:** Person left in assisted housing after other family members have left and become unassisted.

**RESIDENCY PREFERENCE:** A local preference for admission of persons who reside in a specified geographic area. For this PHA, the residency preference applies to individuals who live or work in Sacramento County.

**RESIDENT:** Refers to participants in terms of their relation as a lessee to the PHA as the landlord. A lessee or the remaining head of household of any resident family residing in housing accommodations owned or leased by the PHA.

**RESPONSIBLE ENTITY:** For the public housing, Section 8 resident-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an Annual Contributions Contract (ACC) with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.



**SECRETARY:** The Secretary of the U.S. Department of Housing and Urban Development (HUD).

**SECURITY DEPOSIT:** Any payment, fee, deposit, or charge that is imposed at the beginning of a tenancy to be used to reimburse the landlord for costs associated with processing a new resident. The security may be used: 1) to compensate the PHA for the resident's default in the payment of rent, 2) for the repair of damages to the unit other than ordinary wear and tear, caused by the resident or by a guest or licensee of the resident, 3) for the cleaning of the premises, upon termination of the tenancy, necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and 4) to remedy defaults by the resident in any obligation under the lease to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

**SELF CERTIFICATION:** A notarized statement or affidavit statement signed under penalty of perjury.

**SERVICE PERSON:** A person in the active military or naval service (including the active reserve) of the United States.

**SEXUAL ASSAULT:** Any type of sexual contact or behavior that occurs by force or without consent of the recipient of the unwanted sexual activity. Falling under the definition of sexual assault is sexual activity such as forced sexual intercourse, sodomy, child molestation, incest, fondling, and attempted rape. It includes sexual acts against people who are unable to consent either due to age, disability, or lack of capacity.

**SEXUAL ORIENTATION:** Defined as homosexuality, heterosexuality, or bisexuality. (24 CFR section 5.100.)

**SINGLE PERSON:** A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a resident family.

**SPECIFIED WELFARE BENEFIT REDUCTION:** Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE/PARTNER:** A spouse/partner may be a person who is a boyfriend, girlfriend, significant other, spouse, or partner.

**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.

**RESIDENT (Synonymous with tenant):** The person or persons who execute the lease as lessee of the dwelling unit.

**RESIDENT RENT:** The amount payable monthly by the family as rent to the PHA.

**TOTAL TENANT PAYMENT (TTP):** The total amount the HUD rent formula requires the resident to pay toward rent and utilities.

**UPCS:** UNIFORM PHYSICAL CONDITION STANDARDS (see 24 CFR sections 5.701-5.705).

**UNIT/HOUSING UNIT:** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained in the unit and generally ranges from zero bedrooms to six bedrooms.

**UTILITIES:** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, and trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE:** The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**UTILITY REIMBURSEMENT PAYMENT:** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VAWA:** The Violence Against Women Act ("VAWA") protects applicants, residents, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them.

**VERY LARGE LOWER-INCOME FAMILY:** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY:** A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**VETERAN:** A person who has served in the active military, who was called to active duty by a federal order of the United States at any time and who was discharged or released under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY:** Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**WAIT POOL:** A list of families organized, according to application receipt, date and time that are in the process of being determined eligible for subsidy.

**WAITING LIST:** A list of families organized according to HUD regulations and PHA policy that are waiting for subsidy to become available.

**WELFARE ASSISTANCE:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state, or local governments. "Welfare assistance" means income assistance from federal or state welfare programs, and includes cash maintenance payments designed to meet a family's ongoing basic

needs. The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps, emergency rental and utilities assistance, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), and other Social Security benefits (e.g. Social Security retirement).

### **C. Glossary of Terms Used in the Non-Citizens Rule**

**CHILD:** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN:** A citizen or national of the United States.

**EVIDENCE:** Evidence of citizenship or eligible immigration status means the documents, which must be submitted to evidence citizenship or eligible immigration status.

**PHA (PHA):** Either a public housing agency or an Indian PHA or both.

**HEAD OF HOUSEHOLD:** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD:** The United States Department of Housing and Urban Development.

**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 PHA that operates public housing.

**RESPONSIBLE ENTITY:** The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

**SECTION 214:** Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE:** Spouse refers to the marriage partner. 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 (PIH) programs.

**USCIS:** The United States Citizenship and Immigration Services (formerly Immigration and Naturalization Service [INS]). This is the federal government agency that oversees lawful immigration to the United States. The USCIS is a part of the United States Department of Homeland Security (DHS).



**The Housing Authority**

**of the**

**County of Sacramento**  
**2023 Admissions and**  
**Continued Occupancy Policy**  
**(ACOP)**

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## Chapter 1: STATEMENT OF POLICIES AND OBJECTIVES

### INTRODUCTION

The U.S. Housing Act of 1937 created the low rent Public Housing program. Administration of the Public Housing program and the functions and responsibilities of the Public Housing Agency (PHA) of the County of Sacramento staff shall be in compliance with the PHA's *Personnel Policy*, any union agreements of the PHA, and this *Admissions and Continued Occupancy Policy (ACOP)*. The administration of this PHA's housing program will also meet the requirements of the Department of Housing and Urban Development (HUD). Such requirements include any Public Housing regulations, handbooks, and applicable notices. All applicable federal, state and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in 24 CFR (Code of Federal Regulations) Parts 1, 5, 8, 100 and 900-966.

### **A. *Public Housing Agency Mission Statement***

The mission of the PHA is to promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

Our mission is to assist families in obtaining affordable housing. Our task is to determine what we can and must do to achieve that goal fairly and with the highest degree of integrity.

We will perform our mission with:

- Dignity - allowing each applicant and participant a sense of pride
- Fairness - remaining objective at all times, remembering that there are two sides to every story
- Respect - treating others as we would like to be treated, in a non-judgmental manner
- Sensitivity - demonstrating empathy (not sympathy) by ensuring that program information provided is complete, accurate, and offers positive solutions when possible.

### **B. *Local Objectives***

- To provide improved living conditions for very low and low-income families while maintaining rent payments at an affordable level
- To operate a socially and financially sound Public Housing Agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for residents and their families, ensuring that all units meet the Uniform Physical Condition Standards (UPCS)

- To avoid concentrations of economically and socially deprived families in any one, or all of the PHA's public housing developments
- Promote a safe environment by denying initial or continued assistance to families who have demonstrated a pattern (meaning more than one incident during the previous 18 months) or history of violent, criminal, and/or drug-related criminal activity
- To house a resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the PHA's jurisdiction
- To provide opportunities for upward mobility for families who desire to achieve self-sufficiency
- To facilitate the judicious management of the PHA inventory and the efficient management of the PHA staff
- To ensure compliance with Title VI of the Civil Rights Act of 1964, and all other applicable federal laws and regulations so admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability or familial status

### ***C. Purpose of the Policy***

The purpose of the ACOP is to establish policies for the PHA staff to follow in determining eligibility for admission 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 PHA Board of Commissioners will approve the original policy and significant amendments. Required portions of this plan will be provided to HUD.

### ***D. Fair Housing Policy***

It is the policy of the PHA to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The PHA shall not deny any family or individual the opportunity to apply for or receive assistance under the Conventional/Public Housing programs on the basis of race, color, sex, religion, creed, national or ethnic origin, ancestry, source of income, veteran status, age, familial or marital status, handicap/disability, sexual orientation, or gender identity. To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide federal/state/local information to voucher holders and public housing residents regarding discrimination and recourses available to them. The PHA provides and reviews information regarding Fair Housing rights and responsibilities during family briefing sessions. Such information will be made available during the family briefing session in each briefing packet.

Except as otherwise provided in 24 CFR §§ 8.21, 8.24, 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed and/or available in binders and posted at locations throughout the PHA. Information is displayed in conspicuous locations that are accessible to and usable by people with disabilities.

The Housing Choice Voucher and Conventional Housing Intake Department office are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by 711 (previously TTD/TDY) telephone service provider.

### ***E. Reasonable Accommodation Policy***

This policy is applicable to all situations described in this ACOP when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies for housing, and when the PHA schedules or reschedules appointments of any kind.

An applicant and participant with a disability must first ask for a specific accommodation for their disability before the PHA will deviate from standard policies. The PHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so they may have full and equal access and utilize the housing program and related services. The availability of request for accommodation will be made known by including notices on PHA forms and letters. 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. This is applicable to all situations described in this ACOP. The PHA utilizes organizations that provide assistance for disabled persons when needed.

Individuals with disabilities who request reasonable accommodations may make such requests either orally or in writing and are not required to use a specific form in order to make such requests. However, the PHA has a standard Reasonable Accommodation Request form available in order to help expedite these requests.

The PHA will fully comply with the obligations found in HUD Notice PIH 2002-01 (HA) [Accessibility Notice: Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988]. To request a reasonable accommodation due to a disability, an applicant or participant must qualify under the following American with Disabilities Act (ADA) definition of disability:

- A physical or mental impairment that limits an individual's ability to participate in major life activities;

- A record of such impairment, or
- Being regarded as having such impairment.

Notwithstanding any other provision of law no individual shall be considered disabled for the purpose of eligibility for low-income housing solely on the basis of any current drug use or alcohol dependence.

**REASONABLE ACCOMMODATION (24 CFR §5.403) (HUD General Counsel Opinion On Medical Marijuana, 1/20/2011)**

Federal and state nondiscrimination laws do not require housing authorities to accommodate requests by current or prospective residents with disabilities to use medical marijuana. The PHA may not permit the use of medical marijuana as a reasonable accommodation because such accommodations are not reasonable under the Fair Housing Act and would constitute a fundamental alteration in the nature of the operations of the program (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pgs1-2*).

*Medical Marijuana Use as a Reasonable Accommodation*

Person(s) seeking a reasonable accommodation to allow the use of medical marijuana are not “individuals with a disability” under Section 504 or the ADA and therefore do not qualify for a reasonable accommodation to allow the use of medical marijuana. Furthermore, because such requests are tantamount to requests to become an illegal drug user, the PHA is prohibited from granting such a request (*HUD General Counsel Opinion on Medical Marijuana, 1/20/2011, pg 6*).

**METHODS USED TO CERTIFY A PERSON WITH A DISABILITY**

To verify that an applicant or program participant is a person with a disability, PHA staff will first check to see whether the applicant is under the age of 62 and receives either Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) Disability income.

Some residents or applicants may be persons with disabilities even though they do not have such income. In these cases, a verification form will be sent to a qualified professional with knowledge of the person’s disability who can verify the individual’s disability status.

**METHODS USED TO CERTIFY THE NEED FOR A REASONABLE ACCOMMODATION**

Once the person's status as a qualified person with a disability is confirmed, the PHA will require that a professional third party, competent to make the assessment, provide 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 (Refer to *Verification Procedures Chapter 7*).

The PHA will provide a written decision to the person requesting the accommodation within a reasonable time period. If a person is denied the accommodation or feels that the alternative suggestions are inadequate he or she may request a formal hearing to review the PHA's decision. (Refer to chapter 13, *Complaints, Grievances and Appeals*). Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All PHA mailings will be made available in an accessible format, upon request, as a reasonable accommodation.

All PHA communities and programs are open to all eligible persons without regard to race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or gender information. A reasonable accommodation will be made in policies, practices, and services, when such accommodation may be necessary to afford a disabled person equal opportunity to fully access and utilize housing programs and related services, unless such accommodation will impose an undue financial or administrative burden on the PHA, or will require a fundamental alteration in the nature of its program.

#### **UNDUE HARDSHIP**

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that the accommodation meets the need presented by the disability. The accommodation must not create an undue financial and/or administrative burden. The PHA will deny the request and/or present an alternate accommodation that will still meet the need of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of the PHA (e.g. waiving a family obligation). An undue financial burden is one that when considering the available resources of the agency as a whole the requested accommodation would pose a severe financial hardship on the PHA.

In determining whether an accommodation would create an undue hardship the following guidelines will apply:

- The nature and cost of the accommodation needed
- The resources of the Agency in the provision of the reasonable accommodation
- The number of people currently employed at such facility, the number of families likely needing such accommodation, the effect on expenses and resources, or the likely impact on the operation of the Agency as a result of the accommodation.

## **F. Translation of Documents and Plans for Language Assistance**

It is the goal of the PHA to be accessible to all residents of Sacramento County, regardless of race, color, religion, national origin, source of income, veteran status, ancestry, familial status, sexual orientation, gender identity, or the presence of a qualified disability. Therefore, we will endeavor to provide all families the same high quality customer service no matter what language they speak. In order to serve limited English proficiency (LEP) families, the PHA implements the following activities:

- When the adult members of the family are LEP, staff will show them the *Language Identification Flashcard* created by the Census Bureau so the family can identify what language they speak. The PHA has identified staff members who speak Spanish, Vietnamese, Mandarin, Cantonese, Chinese, and Hmong to assist with these languages. For these and other languages an interpreter will be called to assist the staff person in serving the family at no cost to them.
- All LEP families will be identified on the computer and in their file as to their primary language so that appropriate resources can be identified in advance of the family's needing assistance with an appointment.
- When the number of families speaking one non-English language exceeds 5% of the eligible population, the PHA will translate important documents into this language. "Important" is defined as those documents addressing safety, participant rights, participant obligations, or communication regarding the loss of housing (e.g., eviction or program termination).
- When the number of families speaking one non-English language exceeds 5% of the eligible population, the PHA will actively recruit staff members who speak, read, and write this language.
- The PHA will post signs in public spaces, in languages known to be spoken by LEP families involved with the agency, informing them that help is available in their preferred language at no cost to them. The PHA will provide training to current and new staff on an annual basis about the resources available for LEP families and how to utilize these resources for applicants and participating families.

## **G. Family Outreach**

The PHA will publicize and disseminate information on the availability of housing assistance, and related services for low-income families on a regular basis. When the PHA's waiting list is open the PHA will publicize the availability, and nature of housing assistance for low-income families, in newspapers of general circulation, minority media sources, and other suitable means.

To reach persons who cannot read the newspaper the PHA will distribute fact sheets to the broadcast media and initiate personal contacts with members of the news media and

community service personnel. The PHA will also utilize public service announcements, and its website to relay such information.

The PHA will communicate the status of housing availability to other service providers in the community and advise them of housing eligibility factors/guidelines to allow them to make proper referrals for housing assistance.

## **H. Privacy Rights**

All adult applicants and participants are required to sign HUD form 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.

The PHA's policy regarding release of information is in accordance with state and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept in a separate folder and marked "confidential". The personal information in this folder must not be released except on an "as needed" basis in cases where a reasonable accommodation request is under consideration. Designated staff must approve all requests for access and granting of accommodations based on this information.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location accessible by authorized staff only.

PHA staff will not discuss family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether he/she has relatives living in public housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

The staff person who is utilizing a file is responsible for its security. Files will never be left unattended in common areas.

## **I. Posting of Required Information**

The PHA will maintain posted notices in a conspicuous area of each Area Management Office lobby that specify where the following documents are located:

- Statement of policies and procedures governing ACOP or a notice of where the policy is available
- A notice of where the PHA 5-year Plan and PHA Annual Plans are available
- Information on application process
- Directory of the PHA's housing sites including names, address of offices, and office hours at each facility



- Income limits for admission
- Current schedule of routine maintenance charges
- A copy of the lease
- The PHA's grievance procedures
- A Fair Housing poster
- An Equal Opportunity in Employment poster
- Current resident notices
- Required public notices

Site developments with Community Rooms and no site office will maintain a bulletin board in a conspicuous place that will contain:

- Resident selection policies [24 CFR §§ 960.202 and 960.203]
- Information on application process
- Income limits for admission
- Current schedule of maintenance charges
- Copy of lease
- PHA's grievance procedures
- Fair Housing poster
- Equal Opportunity in Employment poster
- Current resident notices

#### ***J. Public Housing Management Assessment System (PHAS) Objectives***

The PHA operates its Public Housing program with efficiency and can demonstrate to HUD or independent auditors that the PHA is using its resources in a manner that reflects its commitment to quality and service. The PHA policies and practices are consistent with the Public Housing Assessment System (PHAS) outlined in 24 CFR Parts 901 and 902. The PHA continuously assesses its program and strives to make improvements.

The PHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. The PHA intends to diligently manage its current program operations and continuously makes efforts to be in full compliance with PHAS. The policies and procedures of this program are established so the standards set forth by PHAS are demonstrated and can be objectively reviewed by an Auditor whose purpose it is to evaluate performance.

PHAS is the system HUD uses to assess the PHA's performance in managing its low rent public housing programs. PHAS uses a 100 point scoring system based on the following indicators:

- |  |           |
|--|-----------|
| • PASS (Physical Assessment subsystem)   | 40 points |
| • FASS (Financial Assessment subsystem)  | 25 points |
| • MASS (Management Assessment subsystem) | 25 points |
| • CFP (Capital Fund Program)             | 10 points |

An explanation of each indicator is listed below:

PASS includes the physical condition of:

- Housing communities/units;
- Building exteriors;
- Building systems;
- Common areas.

FASS includes financial data:

- As report by SHRA Finance.

MASS includes the management of:

- Occupancy and Vacancy rates;
- Accounts Receivables processed in a timely manner;
- Accounts Payables processed in a timely manner.

CFP

- Ensuring funds for Capital projects are encumbered timely/as projected.

### ***K. Disclaimer***

The PHA will consider mitigating circumstances in the application of all rules and actions contained in this document. Giving serious consideration to mitigating circumstances may or may not be sufficient to change an outcome or decision but all PHA staff involved in the management and administration of the Public Housing program will weigh any mitigating circumstances in the application of the rules and provisions contained herein.

## **Chapter 2: ELIGIBILITY FOR ADMISSION**

### **INTRODUCTION**

This chapter defines HUD's and the PHA's criteria for admission and denial of admission to the program. The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate applicants. The PHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information as needed, and to receive an explanation of the basis for any decision made by the PHA pertaining to their eligibility.

### **A. *Factors Affecting Admission***

The family's initial eligibility for Conventional Public Housing will be made in accordance with the eligibility factors which will be verified before the family is admitted to the program. The PHA only accepts applications from families whose head or spouse is at least eighteen (18) years of age or an emancipated minor under state law. To be eligible for participation an applicant must meet HUD's criteria as well as any permissible additional criteria established by the PHA.

### **HUD FACTORS**

An applicant is qualified if he or she meets the following criteria:

- Is a "family" as defined in this chapter;
- At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the PHA may provide any financial assistance;
- Has an Annual Income at the time of admission that does not exceed the low income limit for occupancy established by HUD and posted separately in the PHA offices;
- Provides a Social Security number for all family members, except as otherwise provided in Section D of this chapter; and
- The PHA will permanently deny admission to sex offenders who are subject to a lifetime registration requirement under a state sex offender registration program.

In accordance with 24 CFR 982.(a)(2), the PHA must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

The PHA will permanently deny admission to any person who has been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing in violation of any federal or state law.

## **AGENCY FACTORS**

The PHA will apply the following eligibility criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

- The family must furnish declaration of citizenship or eligible immigrant status and verification where required.
- The family must pay or resolve any debt owed to the PHA, or any other PHA, as a result of prior participation in any federal housing program. The PHA will give the family thirty (30) days to prove they have resolved the debt. A family that has been approved for Chapter 7 bankruptcy does not owe any debt to the PHA, provided that the PHA was listed in the bankruptcy or the debt was incurred before the bankruptcy.
- A family will be denied admission to the program if they owe any previous landlord money, as determined by a court, within the last three years. (Consideration will be given to assist the family if the family is under a repayment agreement with that landlord prior to being selected from the waitlist and the payments are current or if the debt was incurred as a result of financial hardship or disability, the family has not been able to repay the landlord as a result of financial hardship or disability, or if other mitigating circumstances justify admission to the program.)
- A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the PHA, including Form HUD-9886.
- A family will be denied admission to the program if any member of the family has been evicted from federally assisted housing for a serious violation of a lease within the last three (3) years. The PHA will consider mitigating circumstances in such cases.
- The family may not have violated any family obligation during a previous participation in a federally assisted housing program within three years. The PHA will consider mitigating circumstances in these cases.
- An applicant family will be denied if any member of the family has been convicted of drug-related criminal activity (see Criminal Screening Criteria below) within the last three years. (The PHA will consider mitigating circumstances in such cases).
- An applicant family will be denied if any member of the family has been convicted of violent criminal activity (see Criminal Screening Criteria below) within the last three years. The PHA will consider mitigating circumstances.
- The family must not engage in criminal activity, illegal drugs, or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of other residents.
- Admission of applicants with any current criminal charges will be delayed pending final disposition of the charges (e.g. dismissal or conviction). After final disposition of the case, the applicant will be reviewed to determine whether he or she meets all admission criteria.

- Meets or exceeds the Resident selection and suitability criteria set forth in this chapter.

Where fingerprinting is not an option, the PHA will ask the prospect to list all convictions that have occurred in the past three (3) years. If the prospect neglects to list a past conviction, the PHA may elect to continue to process the prospect. If a prospect is able to be fingerprinted, the PHA will not ask the prospect to list any convictions.

All convictions that fall in the above categories will be reviewed through an individualized screening process where mitigating circumstances will be considered prior to proposed denial from the program.

### **CRIMINAL SCREENING CRITERIA**

The PHA may deny families for any felony convictions for the following offenses:

- Assault and battery,
- use of a firearm against a person,
- armed robbery,
- robbery offenses with no weapon involved,
- intentional homicides, manslaughter,
- kidnapping and abduction,
- stalking,
- arson,
- burglary,
- breaking and entering,
- fraud,
- possession of drugs and weapons offenses.

The PHA may deny families for any felony and misdemeanor convictions for the following charges:

- Domestic violence,
- sex offenses,
- manufacturing, distributing or possession of drugs with the intent to distribute, or
- driving under the influence (of alcohol/drugs).

All convictions that fall in the above categories will be reviewed through an individualized screening process in which the PHA will consider mitigating circumstances prior to proposed denial from the program.

The PHA may elect to continue to process the prospect if, during the application process, he or she neglects to list a past conviction and if that conviction is not for:

- Drug related criminal activity;
- Violent criminal activity;

- Criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
- Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).

Admission of applicants with any current criminal charges may be delayed pending a final court decision on the charges or other disposition of the case (e.g. by plea bargain). After the final court decision, the applicant's case will be reviewed to determine whether the applicant meets all admission criteria.

All families must meet or exceed the Resident selection and suitability criteria set forth in this chapter.

The PHA will not consider any convictions that are more than three years old provided no other criminal activity has taken place in the interim.

***B. Family Composition (HUD 24 CFR §5.403) Definition of "Family" at Admission:***

A "family" is a person or a group of persons, as determined by the PHA consistent with 24 CFR §5.403, approved to reside in a unit with assistance under the program. The applicant must qualify as a family. The PHA defines a group of persons as two or more persons who intend to share residency, whose income and resources are available to meet the family's needs, and who will live together in PHA housing. Discrimination on the basis of familial status is prohibited and a group of persons may not be denied solely on the basis that they are not related to one another by blood, marriage, or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship (see Chapter 5 - Occupancy Guidelines).

HUD defines elderly, disabled, and displaced families (see glossary in this policy for definitions). The PHA further defines a family as:

All of the federally defined families, including elderly family, near-elderly family, disabled family, displaced family, remaining member of a resident family, and a single person and two or more persons related by blood, marriage, adoption or other operation of law, or two or more persons who are not so related but who will live together in a stable relationship and share resources.

**TEMPORARY ABSENCE OF CHILD**

The temporary absence of a child from the home due to placement in foster care is defined as a period of time that is anticipated to be less than six (6) months from the time the family is determined eligible for admission to the program. The child who is temporarily

absent from the home due to placement in foster care shall be considered part of the family in determining the family composition and unit size. All temporary absences will be verified through the appropriate agencies. Any child absent for a period exceeding six (6) months will be considered permanently absent from the home. The child may be added to the family composition when the PHA receives documentation from the court or social services agency that the child has been returned to the home.

#### OCCUPANCY BY POLICE OFFICERS

In order to provide an increased sense of security for public housing residents, the PHA may allow public housing units to be occupied by police officers. Police officers are not required to be income-eligible to qualify for admission to the PHA's public housing program.

#### HEAD OF HOUSEHOLD

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under state or local law.

Emancipated minors who qualify under state law will be recognized as head of household if there is a court order recognizing them as an emancipated minor. Persons who are married are legally recognized as adults under state law.

#### SPOUSE/PARTNER OF HEAD

There may only be one spouse/partner in the household (see the Glossary for the definition of spouse/partner).

#### CO-HEAD

A co-head is an individual in the household who is equally responsible for the lease with the head of household. A head of household may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

When a prospect lists a co-head on the application, at the time of the application process, the PHA will ask the prospect to define the relationship with the co-head. If the co-head is a spouse/partner, the co-head will be treated the same as a spouse/partner and will not be counted in the bedroom size. If they are anything other than in a spousal relationship, staff will include the co-head in the rest of the bedroom size calculation.

#### **Student Eligibility**

Students who meet any of the following may qualify for housing assistance, provided that they meet all other eligibility requirements:

- The individual is twenty-four (24) years of age or older by December 31st of the award year;
- The individual has legal dependents other than a spouse;
- The individual is a graduate or professional student;
- The individual is a veteran, as defined in the Glossary;
- The individual is married;
- The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was thirteen (13) years of age or older;
- The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence;
- Is otherwise individually eligible, or has parents who, individually or jointly, are eligible, on the basis of income, to receive assistance
- The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in the McKinney-Vento Homeless Assistance Act at 42 United States Code (USC) §11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by— (i) a local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act; (ii) the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; (iii) the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or (iv) a financial aid administrator;
- The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances

Independent status must be verified by:

- Reviewing and verifying previous address information to determine evidence of a separate household or verifying the student meets the U.S. Department of Education's definition of "independent student"
- Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of "independent student"; and
- Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income.



## LIVE-IN AIDES

A household may include a live-in aide provided that such live-in aide:

- Is determined by the PHA to be essential to the care and wellbeing of an elderly person, a near-elderly person, or a person with disabilities
- Is not obligated to support the person(s) (e.g. parent or legal guardian)
- Would not be living in the unit except to provide care for the person(s)
- A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program
- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits
- May not be a spouse/partner or co-head
- Must not be in a spousal relationship with any member of the household
- Must be at least 18 years old, unless he or she is an emancipated minor
- Is approved by the PHA after normal screening criteria
- Live-in aides are not subject to Non-Citizen Rule requirements

Live-in aides are not considered a “remaining member” of the resident family and have no rights to the unit. For example, if the head of household is the only other family member and he or she dies, the live-in aide will not “inherit” the unit and will have no rights to the unit or to other assistance from the PHA. Live-in aides may remain in the unit for up to 30 days provided that they are in compliance with the lease as per the Live-in Aide Occupancy Agreement.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit, provided that doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A live-in aide may only reside in the unit with the approval of the PHA (the PHA approval will be through the Reasonable Accommodation Committee [RAC]) after normal criminal background screening criteria is met. Written verification certifying that a live-in aide is needed for the care of the family member who is elderly, near-elderly or disabled will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker.

After a reasonable accommodation (RA) request for a live-in aide is approved by the RAC, the RAC will send the family a letter. This letter will inform the family that they must submit a written request to add a live-in aide within one hundred twenty (120) days of the approval letter. If the family fails to request to add the live-in aide during this one hundred twenty (120)-day time period, the request will become void. If the family still requires the

accommodation of a live-in aide, they must restart the process by submitting a new RA request for a live-in aide.

The PHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

If the live-in aide or their family members participate in drug-related or criminal activity, the PHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide is not entitled to the grievance hearing process of the agency.

The PHA has the right to disapprove a request for a live-in aide based on the "Other Criteria for Admission" described in this chapter.

A live-in aide who is an applicant to the conventional housing program may not be approved for their own conventional housing unit while maintaining a bedroom in the conventional or Housing Choice Voucher (HCV) housing unit of another resident. Once an applicant who is residing as a live-in aide with an existing conventional or HCV housing resident receives their own low-income or subsidized housing he or she must immediately be removed from the residence of the existing conventional or HCV housing program participant.

A person who is or will receive housing assistance as a primary participant or family member will not be approved as a live-in aide.

#### **SPLIT HOUSEHOLDS PRIOR TO BEING HOUSED**

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation and the new families both claim placement on the waiting list, the PHA will place both families on the appropriate-sized wait list based on the split family composition, the date they applied, and any preferences for which they are eligible. Duplicate application, including applications from a segment of an applicant household, will not be accepted.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation they may be denied placement on the waiting list for failure to supply information requested by the PHA.

#### **MULTIPLE FAMILIES IN THE SAME HOUSEHOLD**

When applicant families consist of two families living together (such as a mother and father and a daughter with her own husband or children) and they apply as a family unit they will be treated as a family unit.

### **Applicants with Minor Children and only one Parent in the household:**

An applicant household who wishes to include a child or children must provide documentation proving they have majority (more than fifty percent [50%]) or full legal custody or guardianship of the child(ren). Documentation may include, but is not limited, to:

- A court-ordered guardianship;
- A notice from the county welfare department verifying that the child is in the home of the applicant A letter from each school-aged child's school verifying the address at which the child is registered and the identity of the person who is listed as the legal guardian; or
- A notarized letter from the missing parent of the child stating the applicant has been granted custody of the child.
- Other verifiable documents which establish the child as a member of the household.

Mitigating circumstances will be considered in circumstances in which majority legal custody or guardianship of children may not be clear (e.g. cases in which there is no custody order granting one parent more than fifty percent (50%) legal and physical custody).

### **JOINT CUSTODY OF CHILDREN**

Children who are subject to an equal joint legal and physical custody order or agreement, but who live with one parent at least fifty-one percent (51%) of the time will be considered members of that household. Fifty-one percent (51%) of the time is defined as one hundred eighty-three (183) days of the year, and do not have to run consecutively.

### **APPLICANTS WITH NON-BIOLOGICAL MINOR CHILDREN:**

An applicant who wishes to include non-biological children must provide documentation that they are authorized to act as legal guardian to the child or children. Appropriate documentation of legal guardianship may include:

- A court-ordered guardianship order (letters of guardianship issued by the court);
- A notice from the county welfare department verifying that the child resides with the applicant and that the applicant has care, custody and control of the child or children;
- A letter of placement from a foster care or adoption agency; or
- A notarized letter from the absent parent of the child stating the applicant has been granted custody/guardianship of the child and a letter from each school-aged child's school verifying the address at which the child is registered as well as the identity of the person who is listed as the legal guardian of the child.
- Other verifiable documents which establish the child as a member of the household.

If PHA receives contradictory information or documentation related to the custody of a child or children, PHA may refuse to add the child(ren) until it receives conclusive evidence of majority legal guardianship or custody. Documentation may include letters of guardianship from the court or a letter from an agency known to provide such verification, such as the Department of Human Assistance (DHA).

### **C. *Income Limitations***

Only low-income families are eligible for admission to a PHA's public housing program. HUD establishes income limits annually (by family size) for the area in which the PHA is located. Those considered low-income have income that is eighty percent (80%) or below the median income for that area. Annual income is compared to the income limit and is applied only at admission as a test for eligibility. Once admitted, a family is no longer subject to initial income limit requirements in order to retain eligibility or for unit transfers.

### **D. *Social Security Numbers***

All applicants and persons who are later added to the household are required to disclose their social security number, with the exception of the following individuals:

- Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
- A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.
- A family that consists of two or more household members and at least one household member that has eligible immigration status is classified as a mixed family and is eligible for prorated assistance in accordance with 24 CFR 5.520. The PHA may not deny assistance to mixed families due to nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.
- Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid (PHAs may confirm HUD's validation of the participant's SSN by viewing the household's Summary Report or the Identity Verification Report in the EIV system).
- Existing program participants as of January 31, 2010, who are sixty-two (62) years of age or older and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

## **SSN DOCUMENTATION**

Acceptable evidence of the SSN consists of:

- An original SSN card issued by Social Security Administration (SSA);
- An original SSA-issued document, which contains the name and SSN of the individual; or
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

## **INDIVIDUALS WITHOUT AN ASSIGNED SSN**

Some individuals do not have a SSA-assigned SSN. Below is a listing of such individuals, which is not all-inclusive:

- a. Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth)
- b. Non-citizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA confirmation of the individual's DHS documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance benefits that they already have qualified for)
- c. Non-citizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN)

The PHA will require citizens and lawfully present non-citizens who state that they have not been assigned a SSN by the SSA to sign a written declaration of such a status under the penalty of perjury to the PHA. The PHA should maintain the declaration in the Resident file.

The PHA will use the Alternate ID (ALT ID) generator within the Public and Indian Housing Information Center (PIC) to generate a unique identifier for those individuals who do not have or are unable to disclose a SSN.

Once an individual discloses a SSN, the PHA will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within thirty (30) calendar days of receipt of the SSN.

## **REJECTION OF SOCIAL SECURITY NUMBER DOCUMENTATION**

The PHA may reject documentation of the SSN provided by the applicant or participant for the following reasons only:

- a. The document is not an original document; or

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

The PHA will explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to the PHA within a specified time frame.

#### **ADDITION OF A NEW HOUSEHOLD MEMBER**

When a participant requests to add a new household member to the family who is six years of age or under and has an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in item 6 of this notice at the time of such request or at the time of processing the interim or annual reexamination of family income and/or composition. If the family is unable to provide the required documentation of the SSN the PHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in Section 6 of this Notice within ninety (90) calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within ninety (90) calendar days the PHA will grant the family an additional ninety (90)-day period to comply with the SSN disclosure and documentation requirement if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The PHA should generate an ALT ID as referenced in Section 9 of this Notice. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the entire family's assistance, tenancy, or both.

If a minor under the age of six (6) years is part of the applicant's household and is missing their Social Security number, the applicant may become a participant, so long as the Social Security number is received within ninety (90) days.

If SHRA determines at its discretion that the applicant family could not supply the Social Security documentation through no fault of their own, they may grant the applicant family an additional ninety (90) days to provide this documentation. If the family fails to supply the required documentation at the end of the given time frame (ninety [90] or one hundred

eighty [180] days), the applicant or participant family will be removed from the program and offered an informal review if they are still an applicant family, or the applicable due process if they are a participant family.

### **PENALTIES FOR FAILURE TO DISCLOSE AND/OR PROVIDE DOCUMENTATION OF THE SSN**

The following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

- a. Applicants: The PHA must deny the eligibility of an applicant if he/she (including each member of the household required to disclose their SSN) does not disclose a SSN and/or provide documentation of such SSN.

Applicants to the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals, under 24 CFR 882 may be admitted to the program without providing the requested documentation (prior or at admission); however, the individual must provide the PHA with such documentation within ninety (90) calendar days from the date of admission. The PHA may grant the individual one ninety (90)-day extension at its discretion, if it determines that the individual's failure to comply with the SSN documentation requirement was due to unforeseen circumstances outside the control of the family. If, upon the expiration of the time period allowed, the individual fails to comply with the SSN disclosure and documentation requirements the PHA must terminate the individual's tenancy, assistance, or both.

- b. Participants: The PHA will terminate the assistance of the entire household if each member of the household required to disclose their SSN does not disclose their SSN or provide the required documentation.

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

1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide documentation of the SSN by the deadline.

If the family is unable to comply with the requirements by the specified deadline the PHA must terminate the housing assistance of the entire family.

## **E. Citizenship/Eligible Immigration Status**

In order to receive assistance a family member must be either a U.S. citizen or an eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories specified by HUD. For the citizenship/eligible immigration requirement the status of each member of the family is considered individually before the family's status is defined.

### **MIXED FAMILIES**

A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed families". Such applicant families will be given notice that their income-based assistance will be prorated and that they may request a hearing if they contest this determination (see Chapter 6 - *Proration of Assistance for "Mixed" Families*). If such a family chooses flat rent, the flat rent will not be prorated if it is greater than the Public Housing Maximum Rent. If the Public Housing Maximum Rent is greater than the flat rent and the family chooses flat rent, then the family's maximum subsidy will be calculated and prorated.

### **NON-ELIGIBLE MEMBERS**

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an Informal hearing.

### **NON-CITIZEN STUDENTS**

Non-citizen students, as defined by HUD in the non-citizen regulations, are not eligible for assistance even if they marry an eligible individual.

### **VERIFICATION OF STATUS BEFORE ADMISSION**

The PHA will not provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

Assistance to a family may not be delayed, denied, or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both Immigration and Naturalization Services (INS) and PHA procedures, except for a pending PHA hearing.

## **F. Other Criteria for Admission**

In developing its admission policies, the aim of the PHA is to attain a resident population comprised of families with a broad range of incomes whose habits and practices will not be a detriment to other residents, and/or the surrounding community. Therefore, it is the policy of the PHA to deny admission to applicants whose present or past habits and



practices may reasonably be expected to increase the likelihood of interference with other residents' right to peaceful enjoyment of the premises or may have an adverse effect on the health, safety and welfare of other residents.

All applicants will be screened in accordance with HUD's regulations and the PHA's Applicant Screening process. The regulations require an assessment of the behavior of each applicant with respect to the essential obligations of tenancy as expressed in the PHA's lease as summarized below.

In compliance with the Violence Against Women Act (VAWA), no applicant for the public housing program who has been a victim of domestic violence, dating violence, sexual assault, or stalking shall be denied admission into the program if they are otherwise qualified. SHRA will provide all applicants and participants information about their rights under VAWA in the application.

All applicants must demonstrate through an assessment of current and past behavior the ability:

- To pay rent and other charges as required by the lease in a timely manner
- To care for and avoid damaging the unit and common areas
- To use facilities, appliances, and equipment in a reasonable way
- To refrain from creating health or safety hazards and to report maintenance needs in a timely manner
- To refrain from interfering with the rights of other residents to quiet and peaceful enjoyment of the property, and to avoid damaging others' property
- To prevent guests and visitors under the applicant's control from engaging in any activity that could or does threaten the health, safety, or right to peaceful enjoyment of other residents or staff
- To refrain from engaging in criminal activity or alcohol abuse that could or does threaten the health, safety, or right to peaceful enjoyment of other residents or staff, and to avoid engaging in any drug-related or violent criminal activity on or off the PHA premises
- To comply with the rules and program requirements of HUD and the PHA
- To comply with local health and safety codes

An applicant must be in good standing with all other federal housing programs in which he or she previously participated. If a debt is owed to another PHA as a result of participation in any other federal housing program, the applicant may be denied assistance. The PHA receives information about applicants' history with other federal programs from the Enterprise Income Verification (EIV) system. If an applicant's participation has been terminated as a result of any violation of a family obligation, he or she may be denied assistance. If a family incurred a debt to a previous federal housing program, the PHA will deny assistance until the family proves they are in good standing with that program (e.g. that there is a repayment plan in place with the former PHA and that the family is in compliance with the agreement). Outstanding debt and termination

information will be maintained in EIV for a period of up to ten (10) years from the end of the program participation date.

The head of household, spouse, or co-head is responsible for the entire debt(s) owed to other PHA(s). Children of the head of household, spouse, or co-head who incurred a debt to a PHA will not be held responsible for the previous debt unless they resided in the unit as an adult during the time period the debt was incurred. Debt as a result of unreported income is also due and payable only by the party who did not report the income.

The PHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Interview responses will be subject to third-party verification.

Applicants must be able to demonstrate their ability and willingness to comply with the terms of the lease, either with or without assistance at the time of admission to the program. The availability of assistance is subject to verification by the PHA.

The PHA does not permit a parent or legal guardian to co-sign a lease on behalf of an applicant family if the head of household is under eighteen (18) and, under state/local law, does not have the legal capacity to enter into a legally binding contract.

As a part of the final eligibility determination the PHA will screen each applicant household to assess their suitability as renters. The PHA shall rely upon sources of information which may include, but are not be limited to:

- PHA and HUD records
- Personal interviews with the applicant or resident
- Credit checks and unlawful detainer reports
- Interviews with current and previous landlords, employers, family, social workers, clinics, physicians, parole officers, or law enforcement (e.g. the police or sheriff's department)
- Criminal and court records
- Home visits

Home visits may be conducted at the current residence of all applicants, as the PHA deems necessary, whenever there is the potential for instability, unfavorable landlord feedback, or lack of prior landlord history. Applicants will have at least two working days advance written notice of home visits. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant are likely to negatively impact the health, safety, or welfare of other residents or interfere with other residents' quiet use and enjoyment of the property.

The PHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially with respect to rent and utilities

- Evictions or a record of disturbance of neighbors sufficient to warrant the involvement of law enforcement, destruction of property, or living or housekeeping habits at current or prior residences which may adversely affect the health, safety, or welfare of other residents or neighbors
- History or pattern of repeated acts of criminal activity on the part of any applicant family member, including violent or drug-related criminal activity
- History or pattern of repeated acts of violence on the part of an individual or a pattern of conduct constituting a danger or interfering with the peaceful occupancy of neighbors
- History of initiating threats or behavior indicating intent to assault employees or other residents
- History or pattern of repeated acts of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the property by other residents
- Violations of any family obligations under the rules of any Public Housing Authority program

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the PHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare
- Adversely affect the physical environment or financial stability of the project
- Violate the terms and conditions of the lease
- Require services from PHA staff that would alter the fundamental nature of the PHA's program

### **RENT PAYING HABITS**

The PHA will examine any records from a prior tenancy and will request written references from the applicant's current landlord and may request written references from former landlords.

Based upon these verifications, the PHA will determine whether the applicant was chronically late with rent payments, was evicted at any time for nonpayment of rent, or had other legal actions initiated against him/her for debts owed to other PHAs. Any of these circumstances may be grounds for an ineligibility determination; however, the PHA will take into account mitigating circumstances in making such determination.

The PHA will not deny admission an applicant solely because they were late with rent payments, fell behind on rent, or were evicted for nonpayment of rent due to the impacts of COVID-19.

### **SCREENING APPLICANTS WHO CLAIM MITIGATING CIRCUMSTANCES**

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior which when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the previous unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the PHA's screening assessment of the applicant, any mitigating circumstances the applicant asserts in his or her case must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition, or course of treatment, the PHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstances. The PHA will also have the right to request further information as reasonably needed to verify the claimed mitigating circumstances. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify the need for a reasonable accommodation.

#### Examples of Mitigating Circumstances

- Evidence of successful rehabilitation
- Evidence of the applicant family's participation in and completion of social services or other appropriate counseling services approved by the PHA
- Evidence of successful and sustained modification of previous disqualifying behavior

The PHA's consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission.

#### Consideration of Rehabilitation

When making determinations concerning applicant eligibility, the PHA may consider whether the applicant household member in question can demonstrate that:

- They have successfully completed a supervised drug or alcohol rehabilitation program, are no longer engaging in illegal use of a controlled substance or abuse of alcohol, and have been “clean and sober” for a period of no less than twelve (12) months; or
- The PHA may make inquiries to a drug abuse treatment facility that are solely related to whether the applicant household member in question is currently engaging in the illegal use of a controlled substance in cases where:
  - The Authority receives information from the criminal record of the applicant that indicates evidence of a prior conviction for such offense; or
  - The Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with another resident’s right to peaceful use and enjoyment of the premises.

Persons previously evicted from public housing for drug-related or violent criminal activity must provide the PHA with verifiable evidence that the circumstances leading to the eviction no longer exist.

#### DOCUMENTING FINDINGS

An authorized representative of the PHA shall document any pertinent information received relative to the following:

- Criminal Activity includes the activities listed in the definition of criminal activity in this chapter.
- Pattern of Criminal Activity includes evidence of repeated criminal activities on the part of an individual, or a pattern of conduct, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Pattern of Violent Behavior includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.
- Pattern of Drug Use includes a determination by the PHA that the applicant has exhibited repeated acts of illegal use of a controlled substance, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Drug Related Criminal Activity includes a determination by the PHA that the applicant has been involved in the illegal manufacture, sale, distribution, use, or possession of a controlled substance
- Pattern of Alcohol Abuse includes a determination by the PHA that the applicant's repeated abuse of alcohol could interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Initiating threats or behaving in a manner which indicates intent to assault employees or other residents

- Abandonment of a public housing unit without providing notice to PHA officials (to allow staff to secure the unit and protect its property against vandalism or other damage).
- Non-Payment of Rightful Obligations including rent and/or utilities and other charges owed to the PHA or any other PHA or housing provider.
- Falsifying an Application for Leasing, including verbalizing or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false or misleading statements or factual omissions
- Record of disturbances of neighbors, destruction of property or other disruptive or dangerous behavior consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility. This includes behavior which damages the equipment or premises in which the applicant resides, or which is seriously disturbing to neighbors or disrupts family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Furthermore, it includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties that have resulted in the repeated disturbance of neighbors.
- Unsanitary or Hazardous Housekeeping includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials. It also includes serious damages to property, fixtures, or equipment. When it is determined that the family is responsible for conditions that may affect neighbors by causing vermin infestation and/or foul odors or depositing garbage in halls or other neglect of the premises, this may also be cause for denial. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.
- Whether the applicant or resident is capable of maintaining the responsibilities of tenancy. In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in aide may also be considered in making this determination.

If the PHA receives unfavorable information about an applicant, the PHA will consider the timing, nature, and extent of the applicant's conduct. The PHA will also consider factors indicating a reasonable probability of favorable future conduct or financial prospects.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reasons for the denial. The PHA will provide applicants the opportunity to request an informal review of the denial (see Chapter 13 - Complaints, Grievances, and Appeals).

## ***G. Denial of Admission for Drug Related and/or Other Criminal Activity***

### PURPOSE

Federally assisted housing is intended to provide a place for residents to live and raise families, not a place to commit crime, to use or sell drugs or to threaten, intimidate, harm, or terrorize neighbors. It is the intent of the Housing Authority of the County of Sacramento to fully endorse and implement a policy designed to help create and maintain a safe, crime- and drug-free community and protect program participants against threats to their personal and family safety.

### ADMINISTRATION

All screening procedures shall be administered fairly and will not discriminate on the basis of race, color, nationality, religion, sex, familial status, disability, sexual orientation, gender identity or other legally protected groups, source of income, or violate applicants' privacy rights.

To the maximum extent possible, the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be posted on the bulletin boards of the PHA's area management offices and copies will be available to applicants and residents upon request.

### SCREENING FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

In an effort to prevent drug, violence related, or other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety, or the right to peaceful

enjoyment of the premises by other residents, the PHA will endeavor to screen applicants thoroughly and fairly. The PHA may consider relevant and mitigating circumstances in screening applicants.

#### Examples of Mitigating Circumstances

- Evidence of successful rehabilitation
- Evidence of the applicant family's participation in and completion of social services or other appropriate counseling services approved by the PHA
- Evidence of successful and sustained modification of previous disqualifying behavior

Obtaining summary criminal history information for the purpose of screening a prospective participant/applicant includes evaluating:

- Any information about applicants' criminal convictions within the last three years, and any information regarding a pattern or repeated acts of criminal or drug-related activity within the last three years.
- Any felony offense involving criminal activity related to controlled substances or alcoholic beverages within at least the past three years (reference California Penal Code §11105.03).
- In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or the likelihood of favorable conduct in the future (which could be supported by evidence of rehabilitation).

#### **SECURITY AND CRIMINAL BACKGROUND CHECK**

The PHA will verify any involvement in criminal activity on the part of any applicant family or household member who intends to reside in the PHA leased premises:

- Applicants will be advised at the time of intake and at the start of the screening interview that criminal behavior will jeopardize admission to a PHA program. Criminal activity that occurs while an applicant's family is on the PHA's waiting list may result in the PHA's decision to reject an applicant family.
- Involvement in criminal activity by any member of an applicant family or household member that would adversely affect the health, safety, or welfare of other residents will be verified using information from the criminal records system of the City of Sacramento, the State of California, and the federal National Crime Information Center (the "NCIC"). The PHA will also examine criminal histories provided by other States or municipalities, court records,
  - , and other evidence that might document any criminal activity. In addition, the current and former landlords and housing providers will be asked to indicate problems during the applicant's tenancy. The Authority will review police reports for any criminal activity during the three-year period prior to consideration for admission.



- The PHA will use a third party service to check criminal history.
- The PHA will use the criminal records system of the City and County of Sacramento, the State of California, the NCIC, Department of Justice (DOJ), and other states and/or municipalities to check all applicants for any evidence of:
  - (1) Any and all information relative to any criminal convictions within the past three years;
  - (2) Any and all information relative to any criminal charges that are currently pending before the court of the State of California or any jurisdiction, including the federal courts;
  - (3) Lifetime sex offender registration requirement for any household member. The PHA will check nationwide for each adult family member. In accordance with 24 CFR 982.(a)(2), the PHA must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
- The criminal records system will be used to assess the applicant's past behavior – especially the commission of violent crimes, drug-related criminal activity of any kind, disturbance of neighbors, or destruction of property.
- Without substantial evidence of mitigating circumstances (including serving jail time and rehabilitation) the PHA may not admit persons engaging in any criminal activity in violation of state and/or federal law.
- In applying the above provisions, the PHA will consider the nature of the offense and any mandatory penalties in accordance with state and federal law, as well as any mitigating circumstances.

#### STANDARD FOR VIOLATION

The PHA will deny admission to the program to applicants for three years from the date of an eviction if a household member has been evicted from public housing for drug-related criminal activity. However, the PHA may admit the household if the PHA determines:

- The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA and has met the rehabilitation standard set forth in this policy;
- The circumstances leading to eviction no longer exist; or
- There are other mitigating circumstances.

The PHA will deny admission to the program to applicants for three years from the date of conviction, or, if the applicant has been incarcerated for one year or more, one year from the date the applicant is released from incarceration, based on drug-related and other criminal activity that may pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents.

The PHA will deny participation in the program to applicants where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity.

The PHA will deny participation in the program to applicants if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern or repeated acts of illegal use of controlled substances or a pattern or repeated acts of alcohol abuse.

The PHA will consider alcohol abuse to be a pattern if there is more than one incident during the previous 18 months.

In evaluating evidence or a pattern of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it might affect other residents and/or the likelihood of favorable conduct in the future, which could be supported by evidence of the applicant's rehabilitation.

No family member may have engaged in or threatened abusive or violent behavior toward PHA personnel at any time.

The PHA must deny admission to any applicant who has a family member using medical marijuana, even if a State of California medical marijuana card and/or prescription is issued to that person (See HUD legal opinion dated January 20, 2011, "Medical Use of Marijuana and Reasonable Accommodation in Federal Public and Assisted Housing").

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three years.

The PHA will consider mitigating circumstances in evaluating these cases.

#### EVIDENCE

Evidence of an arrest alone is not a sufficient basis to deny an applicant; however, the evidence supporting the arrest, including without limitation police reports or witness statements, may form a sufficient basis to deny an applicant.

The PHA must have credible evidence of the violation. Credible evidence may be obtained from the following:

- police and/or court records
- reports from criminal reporting sites, such as the National Credit Reporting Agency
- testimony from neighbors, when combined with other factual evidence, can be considered credible evidence
- documentation of drug raids or arrest warrants
- evidence gathered by PHA inspectors and/or investigators and

- Proof of a criminal conviction (see Criminal Screening Criteria).

The PHA may pursue fact-finding efforts as needed to obtain credible evidence.

#### CONFIDENTIALITY OF CRIMINAL RECORDS

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished or in accordance with HUD regulation.

If the family is determined eligible for initial or continued assistance, the PHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination. If the family's assistance is denied or terminated the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and issuance of a final decision.

The PHA will document in the family's file that the family was denied admission or the family's tenancy was terminated due to findings in the Criminal History Report.

#### DISCLOSURE OF CRIMINAL RECORDS TO FAMILY (24 CFR §960.204(c))

Before the PHA takes any adverse action based on a criminal conviction record, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon written request and providing picture ID to ensure that the PHA is maintaining the security of the personal information of the subject of record. The PHA will not mail criminal records to any address as it is a security risk. The applicant will be provided an opportunity to dispute the accuracy and relevance of criminal records.

#### RECOMMENDATION OF ADMISSION OR REJECTION

Recommendation for admission or denial of admission will be based on the aforementioned criteria in this section.

#### SUPERVISORY REVIEW AND HEARINGS

If information is revealed that would cause the PHA to deny admission to the applicant and the applicant disputes the information, he or she will be given an opportunity for an informal review (or an informal hearing if the individual is a program participant) according to the PHA's hearing procedures outlined in Chapter 13 – Complaints, Grievances and Appeals. The applicant must request the informal review no later than ten (10) days following receipt of the notification of denial of admission.

Difficult or complex cases may be referred to the Eligibility Supervisor for further review and determination.

If, after pulling a family from the waitlist, the preference verification indicates that the applicant does not qualify for the preference (e.g. disability, veteran status, etc.), the applicant will be returned to the waiting list without the local preference and will be notified in writing of the determination.

If the applicant is associated with more than one subsidized unit (e.g. he or she is already a household member in a public housing unit), the PHA will request that he or she complete an affidavit, signed under penalty of perjury, stating that the individual understands he or she cannot be a household member of two subsidized units at the same time, and acknowledging that the applicant must relinquish his or her current public housing unit or subsidy in order to participate in the new program.

## Chapter 3: APPLYING FOR ADMISSION

### INTRODUCTION

The policy of the PHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This chapter describes the policies and procedures for completing a pre-application or an application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the PHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Pre-applicants will be placed on the waiting list in accordance with this policy.

### APPLICATION PROCESS

The pre-application process is as follows:

- The pre-application will be recorded by date and time received.
- The “initial” or pre-application is used to determine the family’s placement on the waiting list (applications submitted during a wait list opening, for which a lottery selection system has been used, will be maintained and pulled from the waitlist through a computerized random selection process).
- During the pre-application phase, the family is referred to as a pre-applicant.
- Once a family responds to the initial letter, they are considered an applicant.
- The “final determination of eligibility for admission” (referred to as the full application) takes place when the family reaches the top of the waiting list. At this time the PHA ensures that verification of all HUD and PHA eligibility factors is current in order to determine the family’s eligibility for an offer of a suitable unit.

#### **A. Overview of Pre-Application Process**

##### PRE-APPLICATION

Families who wish to apply for any of the PHA’s programs must complete a preliminary application (pre-application) when the waiting list is open. The information is to be completed by the pre-applicant whenever possible. To provide specific accommodations for persons with disabilities, a staff member may complete the information over the telephone. The pre-application form may also be mailed to the applicant in an accessible format at the applicant’s request.

Pre-applications will not require interviews. Information on the pre-application will not be verified until the pre-applicant has been selected for a final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

The purpose of the pre-application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. Pre-applications will be accepted online only for all waiting lists. The pre-application does not preliminarily determine eligibility, only placement on the waitlist.

#### APPLICANT STATUS WHILE ON WAITING LIST

Applicants and pre-applicants are required to inform the PHA, in writing, or electronically through the PHA applicant portal, within thirty (30) days of changes in family composition, income, and address, as well as any changes in their preference status. Pre-applicants are also required to respond to requests from the PHA to update information on their application or to determine their continued interest in assistance. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list (see Chapter 13 - Complaints, Grievances and Appeals).

#### STATUS OF THE WAITING LISTS

The PHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The waiting list shall be open for a period of time sufficient to include enough applicants to cover projected turnover and new allocations over the next twenty-four (24) months, or at its discretion, the PHA may leave the waiting lists open indefinitely.

The PHA will update the waiting list periodically by removing the names of those families who are no longer interested in public housing or cannot be reached by mail. At the time of initial intake the PHA will advise families of their responsibility to notify the PHA when changes in family composition, income, mailing address, telephone numbers and/or other changes occur.

When the PHA opens the wait list, the PHA will provide public notice of this by advertising in the following (and the PHA must announce the opening and closing dates of the waitlist.):

- Local, minority, and non-English language newspapers/publications,
- Media entities,
- City and County offices, and
- Local community service providers.

The notice will contain:

- The dates, times, and the locations where families may obtain an application or how to sign up online;
- The programs for which applications will be taken; and
- A brief description of the program limitations, if any, on who may apply.

The notices will be made in an accessible format, if requested. They will provide pre-applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon the request from a person with a disability, additional time to submit the application past the stated deadline will be provided as a reasonable accommodation.

The PHA may stop the acceptance of applications if there are enough applicants to fill anticipated openings for the next twenty-four (24) months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws. The PHA will give at least thirty (30) calendar days' notice prior to closing the list. When the period for accepting applications is over the PHA will add the pre-applicants to the list by separating the pre-applicants into groups based on bedroom size, unit type, preferences and date, and time of application. The PHA will announce the closing of the waiting list by public notice as previously described.

The PHA utilizes Site-Based waitlists. These waitlists are designed to assist prospects on only one given site, one given area or a given age designation, such as an "elderly" waitlist. Site-Based waitlists can be opened or closed at any time. The PHA will announce the closing of the wait list by posting the closing date on [www.sacwaitlist.com](http://www.sacwaitlist.com). When the period for accepting pre-applications is over, the PHA will not accept additional pre-applications or maintain a list of those who wish to be notified when the wait list is open as this would be administratively burdensome to the PHA.

## ***B. Completion of a Full Application***

When the PHA is ready to select pre-applicants from the waiting list the PHA will send the pre-applicant a letter requesting various authorizations for the release of information to complete a criminal, credit, eviction and rental history screening of all adults who will reside in the unit. The PHA may also send additional documents to complete a prescreening prior to sending a full application. Pre-applicants will be required to complete a full application in their own handwriting, unless assistance is needed, or a person with a disability makes a request for an accommodation. Applicants will then be interviewed by PHA staff to review the information on the full application form. Applicants may verify their disability status under the Social Security Administrative (SSA) Act, Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act and related laws and amendments, the Americans with Disabilities Act (ADA) and make requests for reasonable accommodations at this time.

The qualification for preference(s) must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current (not past) status (e.g. where an individual was homeless at the time he or she applied for the waiting list, but no longer qualifies for this preference because he or she is not homeless at the time of verification of the homeless preference).

## REQUIREMENT TO ATTEND INTERVIEW

If the pre-applicant fails to respond to the initial letter within 20 days or does not appear for a pre-scheduled interview/orientation the PHA will send the pre-applicant a withdrawal notice. (A family applying is not considered an applicant until they respond to the initial letter). The PHA will consider mitigating circumstances prior to the withdrawal action. The PHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs which may be available.

All adult members are required to attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship, on a case-by-case basis.

If the head of household cannot attend the interview due to a disability a reasonable accommodation may be requested to be absent from the interview. However, the head of household will be required to certify by signature that all the information is complete and accurate. The head of household will be responsible for the application and all the information contained therein.

If the applicant fails to appear for an appointment (except for the initial letter) the PHA will send the applicant a withdrawal notice and he or she may request an informal review. If the PHA determines the missed appointment was for good cause, the applicant will remain on the wait list. If the applicant requests to have the pre-scheduled appointment rescheduled prior to the day of the appointment, the appointment will be rescheduled. If the applicant misses the rescheduled appointment without good cause, the applicant will be removed from the waiting list (see Chapter 13 - Complaints, Grievances and Appeals).

Applicants who do not submit the requested information during the interview, or, when requested in writing from the PHA, within ten (10) business days from the date of the letter requesting the information, will be sent an anticipated withdrawal notice and a form to request an informal review of the anticipated withdrawal. It is the applicant's responsibility to contact the PHA to ask for another opportunity to bring back the requested information. Another ten (10) days may be granted with proof of good cause for not returning the information (good cause, as defined in the Glossary).

An anticipated withdrawal notice to the applicant will include the applicant's hearing rights.

A reasonable accommodation will be made for disabled persons who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with the disability.



All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by the PHA, the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by the PHA.

Every adult in the household member must sign a 52675 form. This form authorizes the PHA to send debts owed and adverse information of former participants who have voluntarily or involuntarily terminated participation to HUD.

Every adult household member must sign a consent form to release criminal conviction records and to allow the PHA to receive records and use them in accordance with HUD regulations.

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given ten (10) business days to supply the information. If the information is not supplied within this time period, or if an extension is not requested and granted, the PHA will provide the family with a notification of denial of assistance (see "Complaints and Appeals" chapter 13).

#### VERIFICATION

Information provided by the applicant will be verified using the verification procedures set forth in Chapter 7. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verified information that is less than 120 days old at the time of admission is considered current and need not be re-verified.

### ***C. Final Determination and Notification of Eligibility***

After the verification process is completed the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the resident suitability determination (see Chapter 2 – Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make a final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list and moved to the wait pool.

The PHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such as turnover rates and market demands as they affect bedroom sizes and project location.

If a family is selected for more than one waitlist and they complete the intake process and are ready to be housed the family must choose which waitlist (and subsequently which unit) they want to be housed in. Once a family is housed they are removed from all other PHA waitlists, except that any family housed in public housing will not be removed from the resident-based Housing Choice Voucher (HCV) waitlist.

## **Chapter 4: RESIDENT SELECTION AND ASSIGNMENT PLAN**

### INTRODUCTION

This chapter describes the PHA's policies with regard to local preferences, management of wait lists, and the number of unit offers that will be made to qualified applicants selected from the wait pool. PHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is the PHA's policy that each applicant shall be assigned an appropriate place on the wait list for the developments in which the applicant wishes to reside. Applicants will be listed in sequence, based upon the wait list guidelines stated below. In filling an actual or expected vacancy the PHA will offer the dwelling unit to an applicant in the appropriate sequence.

#### **A. *Management of the Wait List***

The PHA will administer its wait lists as required by 24 CFR Part 5, Part 945 and Part 960 Subparts A and B. The wait list will be maintained in accordance with the following guidelines:

- The application will be a permanent file
- The list will state the family name and family type
- The list will state the racial and ethnic designations of the head of household
- All applicants in the wait pool will be maintained in order of preference and the date of the application
- Applications equal in preference will be maintained by date and time sequence
- Applicants will be listed by size and type of unit required

All applicants must meet applicable income eligibility requirements as established by HUD.

- Applications submitted during a wait list opening during which a lottery selection system has been used will be maintained and pulled from the wait list through a computerized random selection process

By maintaining an accurate wait list the PHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the PHA's turnover and the availability of appropriate sized units groups of families will be selected from the wait list to form a final eligibility "wait pool". Selection from the "wait pool" will be in order of the date and time of the completion of verification.

### TYPES OF WAIT LISTS

This PHA may maintain the following types of wait lists:

- Mixed Population
- General Occupancy
- Designated Elderly
- Designated Disabled
- Site-based
- Accessible Units

#### APPLYING TO MULTIPLE WAIT LISTS

A family may put their name on multiple public housing wait lists but when the family is admitted to a public housing site they will be taken off all other public housing waiting lists. If they are on the Housing Choice Voucher (HCV) or any other HCV wait lists they may remain on those lists while residing in public housing.

Applicants accepting a rental unit in public housing may significantly delay their selection from the Housing Choice Voucher (HCV) wait list. This is due to the fifty percent (50%) rent burden preference established for the HCV program

#### ***B. Site-Based Wait Lists***

If the PHA establishes site-based wait lists, both current and new applicants may choose which site-based wait list they wish to be placed on and may submit an application for as many sites as where they would choose to live.

When there are insufficient applicants on a site-based wait list the PHA will contact applicants on all other wait lists who may qualify for the type of housing with insufficient applicants. "Insufficient applicants" on a list will be defined as not enough families to fill vacancies for at least three (3) months based on anticipated turnover at the development.

Every reasonable action will be taken by the PHA to ensure that applicants may make informed choices regarding the development(s) in which they wish to reside. The PHA will disclose information to applicants regarding the location of available sites. The PHA will also include basic information relative to amenities available at different public housing sites, such as day care, security, transportation, training programs, and an estimate of the period of time that the applicant will likely have to wait to be admitted to units of different types.

The system of site-based wait lists will be carefully monitored to ensure that civil rights and fair housing are affirmatively furthered. In order to monitor the site-based wait lists the PHA will:

- Self-monitor its system of site-based wait lists at least biannually to prevent the possibility of racial steering. If the PHA's biannual analysis of its site-based wait

list indicates that a pattern of racial steering is or may be occurring, the PHA will take corrective action;

- At least every three years use independent testers to ensure that applicants are not treated differently based upon race or ethnicity and that no patterns of discrimination exist; and
- Assess changes in racial, ethnic or disability-related resident composition at each PHA site that has occurred during the implementation of the site-based wait lists. Each year the PHA will make this assessment based on PIH Information Center (PIC) data that has been confirmed to be complete and accurate by an independent public auditor.

### **C. *Assignment of Units Designated for the Elderly, Disabled, or Mixed Use***

In accordance with the 1992 Housing Act, families with a head, spouse, co-head or sole member who qualifies as a person who is elderly, disabled, or near-elderly as defined in 24 CFR §945.105 will be offered admission to buildings/units that are designated as elderly only, disabled only or mixed use for elderly and disabled individuals subject to a HUD-approved allocation plan.

#### **ELDERLY, NEAR-ELDERLY, AND DISABLED**

Elderly families are defined as families whose head, spouse, co-head, or sole member is at least sixty-two (62) years of age. Disabled families are defined as families whose head or spouse or sole member is a person with disabilities. A near-elderly family is a family whose head, spouse, co-head or sole member is at least fifty (50) years of age but under sixty-two (62) years of age. Refer to the Glossary for additional detail on definitions of elderly, near-elderly, and disabled families.

#### **DESIGNATED HOUSING PLAN**

Current developments that are designated elderly only will continue to fill vacancies with the next eligible applicant on the wait list who accepts a unit offer. If there are no elderly only families on the elderly only wait list the PHA may make unit offers to near elderly only applicants in descending order by age (62, 61, 60 etc.).

After Sacramento Resident Advisory Board (SRAB), PHA Commission review, and HUD approval of a designated plan for elderly/near-elderly only housing the PHA will fill vacancies at designated developments with elderly and near-elderly families only. Younger disabled families who currently reside in developments approved for elderly/near-elderly designed housing will be relocated on a voluntary basis only.

All PHA local preferences apply to elderly, disabled and near-elderly applicants.

## MIXED POPULATION

A mixed population development is reserved for elderly, near-elderly, and disabled families. Elderly, near-elderly, and disabled families are given equal preference in admission. The PHA does not establish a limit on the number of elderly, near-elderly, or disabled families accepted in a mixed-population development.

### **D. General Occupancy Units**

General occupancy units are designed to house all populations of eligible families. In accordance with the PHA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the PHA's general occupancy units.

### **E. Accessible Units**

The PHA has accessible units designed for persons with mobility, sight and hearing impairments. No non-mobility-impaired families will be offered these units until all eligible mobility impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control who has a disability that requires the special features of the vacant unit; and
- Second, to an eligible qualified applicant in the waiting pool having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant (see *Chapter 9 - Leasing*).

### **F. Offer of Placement on the Housing Choice Voucher (HCV) Wait List**

At any time, a family that is on the public housing program or waitlist may sign up for any HCV wait list, provided that the wait list is open.

## ***G. Removal from Wait List and Purging***

If a family at any time submits a request in writing to be removed from any or all waitlists, staff will remove the family and will not offer the family an informal review since the removal was voluntary on the part of the family.

The wait list will be purged periodically by mailing and emailing a notice to all applicants to ensure that the wait list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within forty-five (45) days of the date of the letter, or electronically through the PHA applicant portal, the applicant will be removed from the wait list. If the letter is returned to SHRA by the Post Office, the letter will be maintained in accordance with the SHRA document retention policy. If the applicant contacts SHRA within forty-five (45) days from the purge deadline to report a change in address, he or she will be given the opportunity to provide the updated address and be reinstated. If an applicant is removed from the wait list for failure to respond after the forty-five (45) day grace period, the PHA will take into consideration mitigating circumstances before it makes the determination of whether to reinstate the applicant to the wait list. If the family provides proof that the return mail was due to an error of the PHA or the Postal Service, the family will be reinstated.

If an applicant is removed from the wait list for failure to respond they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply within the prescribed period or the family provides good cause.

If the PHA receives returned mail from the Post Office, the PHA will refer to other SHRA waitlists and inventory for any updated address prior to removing the applicant from the waitlist. If there is no updated address found from these sources, the applicant will be removed without further notice and the envelope and letter will be maintained in accordance with PHA retention policy. If the family provides proof that the return mail was due to an error of the PHA or the Postal Service, the family will be reinstated.

The PHA may also remove a name from the wait list for the following reasons:

- The applicant requests to be removed from the wait list;
- The applicant was clearly advised of a requirement to notify the PHA of their continued interest by a particular time and failed to do so;
- The PHA has made reasonable efforts to contact the applicant to determine whether he or she is still interested in applying for public housing, but has been unsuccessful in its efforts to contact the applicant; or
- The PHA has notified the applicant of its intention to remove the applicant's name due to his or her ineligibility for public housing.

## **H. Wait List Preferences**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the wait list. Every applicant must meet the PHA's selection criteria as defined in this policy.

The PHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations, and further deconcentration of poverty in public housing. When such matching is required or permitted by current law the PHA will give preference to qualified families.

The PHA uses the following local preferences:

(2 Points) Involuntary Displacement: Families displaced by a natural disaster recognized by the federal government (e.g. flood, earthquake, or fire) will be granted this preference. Displacement by government action also includes families wishing to reside in public housing who were displaced (subsidy ended or otherwise insufficient) from the Housing Choice Voucher (HCV) program due to lack of federal funding or sequestration.

(2 Points) Veterans: A veteran is defined in the Glossary.

All other applicants who do not qualify for any preference will be placed on the waiting list by the date and time of application. Families with equal preference points will be contacted to complete the full application in order of date and time of placement on the wait list. Families who reach the top of the wait list will be contacted by the PHA to complete a full application at which time their preference will be verified.

An applicant may not be granted any preference if any member of the family has been evicted from any federally assisted housing during the past three years because of drug-related or violent criminal activity. The PHA may grant an exception to such a family if the responsible member has successfully completed a rehabilitation program.

If the applicant family or individual falsifies documents or knowingly makes false or misleading statements in order to qualify for any preference, the PHA will notify the family and remove the applicant or applicant family from the wait list.

## **I. Preference Denial**

The applicant will be returned to the wait list and ranked without the local preference if the preference verification indicates that an applicant does not qualify for the preference. Applicants may exercise other rights if they believe they have been discriminated against.



## **CHANGE IN CIRCUMSTANCES**

Changes in an applicant's circumstances while on the wait list may affect the family's eligibility for a preference. Applicants are required to notify the PHA in writing when their circumstances change within 30 days of the change. When an applicant claims an additional preference the applicant will be placed on the wait list in the proper order of their newly claimed preference.

### ***J. Special Admissions***

When HUD awards a PHA program funding that is targeted for specified types of families, the PHA will admit these families under a special admission procedure. Special admissions families will be admitted outside of the regular wait list process. These families do not have to qualify for any preferences and are not required to be on the program wait list. The PHA maintains separate records for these special admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced due to demolition or disposition of a public or Indian housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 Housing Assistance Payment (HAP) contract at or near the end of the HAP contract term;
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project; and
- A family that has been displaced by a natural disaster recognized by the federal government (e.g. Hurricane Katrina)

Applicants who are admitted under the special admissions process rather than from the wait list are identified by codes in the automated system.

### ***K. Matching Unit and Family Characteristics***

Factors such as unit size, accessible features, deconcentration or income-mixing, income targeting, or units in housing designated for elderly individuals limit the admission of families to those characteristics that “match” the characteristics and features of the available vacant unit.

By matching unit and family characteristics it is possible that some families in the waiting pool may receive an offer of housing ahead of families with an earlier date and time of application.

Any admission mandated by court order related to desegregation or Fair Housing and Equal Opportunity will take precedence over the preference system. Other admissions required by court order will also take precedence over the preference system.

### ***L. Income Targeting***

The PHA will monitor its admissions to ensure that at least forty percent (40%) of families admitted to public housing each fiscal year have incomes that do not exceed thirty percent (30%) of area median income (AMI) of the PHA’s jurisdiction.

Hereafter, families whose incomes do not exceed thirty percent (30%) of AMI will be referred to as “extremely low-income families”.

The PHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the Quality Housing and Work Responsibility Act (QHWRA) by admitting less than forty percent (40%) of “extremely low-income families” to public housing in a fiscal year, to the extent that the PHA has provided more than seventy-five percent (75%) of newly available vouchers and certificates to “extremely low-income families.” This fungibility provision discretion by the PHA is also reflected in the PHA’s Housing Choice Voucher (HCV) Administrative Plan.

The fungibility credits will be used to drop the annual requirement below forty percent (40%) of admissions to public housing for extremely low-income families by the lowest of the following amounts:

- The number of units equal to ten percent (10%) of the number of newly available vouchers and certificates in the fiscal year;
- The number of public housing units that: (1) are in public housing developments located in census tracts having a poverty rate of thirty percent (30%) or more; and (2) are made available for occupancy by and are actually occupied in that year by families other than extremely low-income families.

## **THE FUNGIBILITY FLOOR**

Regardless of the above two amounts, in a fiscal year, at least thirty percent (30%) of the PHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the PHA's overall requirement for housing extremely low-income families to drop to thirty percent (30%) of its newly available units. Fungibility shall only be utilized if the PHA is anticipated to fall short of its forty percent (40%) goal for new admissions to public housing.

## **COMBINING LOW AND VERY LOW-INCOME FAMILY ADMISSIONS**

Once the PHA has met the forty percent (40%) targeted income requirement for new admissions of extremely low-income families the PHA will fill the remaining sixty percent (60%) of its new admission units with both low and very low-income families.

### ***M. Deconcentration of Poverty and Income-Mixing***

The PHA's admission policy is designed to provide for deconcentration of poverty and income mixing by bringing higher income residents into lower-income projects and lower-income residents into higher-income projects. Gross annual income is used for income limits at admission and for income-mixing purposes.

The PHA will gather data and analyze, at least annually, the resident characteristics of its public housing stock, including information regarding resident incomes, to assist in the PHA's deconcentration efforts.

The PHA will use resident income information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the PHA in its deconcentration goals.

## **DECONCENTRATION AND INCOME-MIXING GOALS**

Admission policies related to the deconcentration efforts of the PHA do not impose specific quotas. Therefore, the PHA will not set specific quotas, but will strive to achieve deconcentration and income mixing in its developments.

## **DEVELOPMENT DESIGNATION METHODOLOGY**

The PHA's goal is to have eligible families with higher incomes occupy dwelling units in developments predominantly occupied by eligible families with lower incomes, and eligible families with lower incomes occupy dwelling units in developments predominantly occupied by eligible families with higher incomes.

Families with lower incomes include very low and extremely low-income families. Skipping of families for deconcentration purposes will be applied uniformly to all families.

## **INCOME LIMIT METHOD**

The PHA will compare the gross annual income of all families in all multi-unit developments to the jurisdiction's income limits.

The PHA will designate as higher-income developments those developments in which twenty percent (20%) or more of the families residing in the development have incomes at or above the low-income limit of eighty percent (80%) of area median income (AMI).

The PHA will designate as lower-income developments those developments in which eighty percent (80%) or more of the families residing in the development have incomes at or below extremely low and very low-income families.

## **PHA INCENTIVES FOR HIGHER AND LOWER INCOME FAMILIES**

The PHA may offer certain incentives to higher and lower-income families willing to move into higher or lower-income projects. The PHA will not take any adverse action against any family declining an offer by the PHA to move into a higher or lower-income project.

### ***N. Plan for Unit Offers***

The plan for selection of applicants and assignment of dwelling units to ensure equal opportunity and non-discrimination on the grounds of race, color, sex, religion, or national origin is:

- **Two offers-** The applicant shall be offered a suitable unit based on the wait list(s) to which they have applied. If the first offer is rejected a final unit offer will be made.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the oldest vacancy first.

The PHA will maintain a record of units offered and accepted or declined by applicants.

### ***O. Changes Prior to Unit Offer***

Changes that occur prior to the applicant's acceptance of a unit may affect the family's eligibility, number of bedrooms needed, and/or total resident payment (TTP). Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. If the family is subsequently determined ineligible the applicant will be notified in writing of changes in their eligibility or level of benefits and offered the right to an informal review, when applicable (see *Chapter 13 - Complaints, Grievances, and Appeals*).

An applicant's failure to notify the PHA of changes in their family status while on the waitlist may result in the applicant family being returned to the wait list. A change in family

size that alters the bedroom size for which the family was originally selected from the wait list will result in the applicant being returned to the wait list for the unit size for which the family qualifies.

***P. Applicant Status After Final Unit Offer***

When an applicant rejects the final unit offer, the PHA will remove the applicant's name from that site-based waiting list. The applicant must reapply for that specific wait list; however, his or her applications for other lists will not be affected.

***Q. Time-Limit for Acceptance of Unit***

Applicants must respond to unit offers within fourteen (14) calendar days. The PHA will make unit offers by phone call (if the applicant's telephone number is available) and by letter to the applicant's last known address. The offer will be noted as a refusal (turn down) if the applicant does not respond or accept a unit within the specified number of days.

**APPLICANTS UNABLE TO TAKE OCCUPANCY**

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "good cause," the offer will not be noted as a refusal.

Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

- Inaccessibility to source of employment or children's daycare such that an adult household member must quit a job or drop out of an educational institution or a job-training program in order to accept the unit;
- Presence of lead-based paint in the unit offered when the applicant has children under the age specified by current law;
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member; or
- The unit is inappropriate for the applicant's disabilities.

***R. Refusal of Offer***

If the unit offered is refused for other reasons the PHA will follow the applicable policy set forth in Sections O and Q above.

## Chapter 5: OCCUPANCY GUIDELINES

### INTRODUCTION

The occupancy guidelines are established by the PHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units while preserving them from excessive wear and tear or over- or under-utilization. This chapter explains the occupancy guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

### **A. *Determining Unit Size***

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one (1) person per bedroom. The PHA's occupancy guideline standards for determining unit size shall be applied in a manner consistent with fair housing guidelines.

For occupancy standards, an adult is a person eighteen (18) years or older, or an emancipated minor. All guidelines in this section relate to the number of bedrooms in the unit.

Dwelling units will be assigned so that generally the PHA will assign one (1) bedroom to two (2) people within the following guidelines:

- Minors of the same sex and same generation (less than 10 years apart in age) shall be allocated one bedroom.
- Minors of the opposite sex, under the age of six (6) years old shall be allocated one bedroom to share. If one of the minors is five (5) years old at the time of intake only, then one bedroom shall be allocated for each child as long as the occupancy standards for other minors, as listed above, is met.
- Adults (18 and over) who have a spousal relationship shall be allocated one bedroom.
- Exception: infants under one year of age may be allowed to share a room with two other members of the household, at the discretion of the family.

The PHA assigns an additional bedroom under the following conditions:

- Residents of the opposite sex, 6 (six) years of age and older shall be allocated separate bedrooms.
- When a resident is pregnant and the unit does not meet the occupancy guidelines.
- Live-in aides will be provided a separate bedroom unless otherwise requested by the family. Only one additional bedroom per household will be provided for

a live-in aide who assists a disabled member of the household on a full-time or rotational basis or if the disabled person must have multiple part-time rotating attendants. No additional bedrooms are provided for the live-in aide's family members.

Other considerations in determining the bedroom size:

- Existing foster children may be considered when determining unit size provided that they have been in the home for 6 months or more. Requests for the addition of foster children to the household must be approved by the PHA prior to the actual move-in of the proposed new member. Approval will be based on current bedroom size. Additional bedrooms will not be awarded. Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including projected length of the temporary placement, placement confirmation from an accredited foster care institution and the foster care assistance payment amount.

Approved foster care children will be verified as part of the family household composition during the annual re-certification process. Furthermore, households will be required to immediately notify the PHA of all changes in household composition within 30 days of each occurrence.

Unused additional bedroom(s) for foster children may not be vacant for more than six (6) months.

If the PHA determines there is no longer a need for the additional bedroom(s) and has verified this with the foster care agency, the household may be considered to be over-housed and will be issued an involuntary transfer notification to relocate to a smaller unit.

The household will not be eligible to increase the unit bedroom size again for twenty-four (24) months.

- Space may be provided for a child who is away at school but who lives with the family during school recesses for as long as the child is considered a dependent.
- Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military unless the absence is considered temporary, such as short-term reserve duty.
- Single-person families shall be allocated zero (0) or one (1) bedroom units.
- The living room will not be counted for use as a bedroom. (The living room will not be considered as a bedroom when determining the eligibility for the number of bedrooms for a family. A family may elect to stay in, or request, a unit smaller than what they qualify for, as long as the number of individuals residing in the household does not create an over-crowding situation. The living room may be utilized by the family, per the family's choice, as a

sleeping space but shall not be occupied as a permanent sleeping space for more than one person.)

#### **GUIDELINES FOR DETERMINING BEDROOM SIZE**

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	2
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

#### ***B. Exceptions to Occupancy Standards***

The unit considerations in this chapter should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the PHA will make a determination after review of the situation, the individual circumstances, and the verification provided (see Chapter 11: Recertifications).

The PHA will grant exceptions from the guidelines in cases where it is the family's request or the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

- In all cases where the family requests an exception to the general occupancy standards the PHA will evaluate the relationship and ages of all family members and the overall size and accessibility features of the unit.

The family may request to be placed on a larger or smaller bedroom size waiting list than indicated by the PHA's occupancy guidelines. The request must explain the need or justification for a larger or smaller bedroom size and must be verified by the PHA before the family is placed on the larger or smaller bedroom size list.

The PHA will consider these requests:

- Person(s) with Disability,



- The PHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in Addendum 1 (E) - Reasonable Accommodations Policy, or
- Other circumstances.

A health care professional must verify requests for a larger number of bedrooms due to medical equipment. A licensed physician or an attending health care professional must verify all requests based upon health-related needs.

The PHA will not assign a larger bedroom size due to addition of family members, including returning adult family members, other than by birth, adoption, marriage, foster children or court-awarded custody.

The PHA must approve all members of the family residing in the unit. The family must obtain written approval of any additional family member before that person is allowed to move into the unit, except for additions by birth, adoption, or court-awarded custody. In these cases, the family must inform the PHA of the change in household composition within thirty (30) days.

To avoid vacancies and when there are no other applicants to qualify for eligibility, the PHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. A suitable unit is defined as a unit that meets the occupancy standards outlined above in this plan for a family size. This requirement is a provision of the public housing lease.

### **Over-housed**

A family will be required to move if the PHA determines the family is over-housed for the family size based on the PHA occupancy standards. Over-housed is defined as occupancy of a unit of a given bedroom size while qualifying for a smaller bedroom size as outlined in the occupancy standard of this plan, unless there the PHA has granted the family a reasonable accommodation that qualifies the family for the larger bedroom size. Please see Chapter 9: Leasing in regards to additions into the household for further information.

The PHA will add the family to the appropriate transfer list and give the family notice of the requirement to move when there is an available unit.

### **Under-housed**

A family may be required to move if the PHA determines the family is under-housed for the family size based on the PHA occupancy standards. Under-housed is defined as

occupancy of a unit of a given bedroom size while qualifying for a larger bedroom size as outlined in the occupancy standards of this plan.

If a family requests an exception to remain under-housed, they must do so in writing and state the reason for this request. The PHA will review and approve exceptions on a case-by-case basis.

### **C. Accessible Units**

The PHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications. Preference for occupancy of these units will be given to families with disabled members who require the modifications or amenities provided in the units.

Before offering a vacant accessible unit to a non-disabled applicant the PHA will offer such units:

- First, to a current occupant of another public housing unit who has a disability that requires the special features of the vacant unit, and
- Second, to an eligible qualified applicant on the waiting list who has a disability that requires the special features of the vacant unit.

The PHA will require a non-disabled applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available. The resident's deposit will be transferred to the new unit and the PHA will pay for moving expenses. This requirement will be a provision of the public housing lease agreement.

## **Chapter 6: DETERMINATION OF TOTAL RESIDENT PAYMENT**

### **INTRODUCTION**

The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable deductions from annual income and how the presence or absence of household members may affect the total tenant payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD notices, memoranda and addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this chapter address those areas, which allow the PHA discretion to define terms and to develop standards in order to ensure consistent application of the various factors that relate to the determination of TTP.

#### **A. *Minimum Rent***

The minimum rent for this PHA is zero dollars (\$0.00).

The Total Tenant Payment is the greater of:

- Thirty percent (30%) of the adjusted monthly income,
- Ten percent (10%) of the gross monthly income, or
- The minimum rent of \$50 as established by the PHA.

The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The total tenant payment does not include charges for excess utility consumption or other charges.

The PHA recognizes that in some instances even the minimum rent may create a financial hardship for families. The PHA will review all relevant circumstances brought to the PHA's attention regarding financial hardship as it applies to minimum rent. The PHA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA are stated in the following section.

#### **PHA Procedures for Notification to Families of Hardship Exemptions:**

The PHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law. The PHA will document in the family's file that the family has been notified of their right to request a minimum rent hardship exemption.

The PHA notification will advise the family that the hardship exemption determination is subject to the PHA's grievance procedures (see Chapter 13- Complaints, Grievances and Appeals).

The PHA will review all resident requests for exceptions from the minimum rent due to financial hardships. All requests for minimum rent exemption are required to be in writing. Requests for minimum rent exemption must state the family circumstances that qualify the family for an exception.

### **EXCEPTIONS TO MINIMUM RENT**

When a family requests a minimum rent hardship exemption, application of the minimum rent will be suspended beginning the month following the family's hardship request. During the minimum rent suspension period the PHA will not charge the family a minimum rent, or if applicable, will discontinue charging the family a minimum rent. The PHA will not evict the family for nonpayment of minimum rent during the ninety (90) day period beginning the month following the family's request for a hardship exemption.

The minimum rent will be suspended until the PHA determines whether the hardship is:

- Covered by the exception criteria; and
- Temporary or long term.

If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

The PHA will use its standard verification procedures to verify circumstances which have resulted in financial hardship, such as loss of employment, death in the family, etc.

### **HUD CRITERIA FOR HARDSHIP EXEMPTION**

In order for a family to qualify for a hardship exemption the family's circumstances must fall into one of the following criteria:

- The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an immigrant lawfully admitted for permanent residence;
- The family would be evicted as a result of the imposition of the minimum rent requirement; or
- The income of the family has decreased because of changed circumstances, including:
  - 1) Loss of Employment: Defined as being laid off or terminated through no fault of the employee. Loss of employment does not, for the purposes of exemption to minimum rent, include voluntarily quitting employment;
  - 2) Death in the family leading to loss of income; or

3) Other circumstances as determined by the PHA or HUD.

**NO QUALIFYING HARDSHIP**

If the PHA determines there is no hardship covered by the statute, a minimum rent will be imposed retroactively to the time of suspension of the minimum rent payment. The family must pay any back rent and will be offered a reasonable repayment agreement. The minimum monthly amount for a repayment agreement incurred for minimum rent arrears is ten dollars (\$10).

**TEMPORARY HARDSHIP**

If the PHA determines that the hardship is temporary, a minimum rent may not be imposed for a period of ninety (90) days beginning the month following the date of the family's request for a hardship exemption. At the end of the ninety (90) day suspension period the PHA will reinstate the minimum rent retroactively to the beginning of the suspension. The family will be offered a reasonable repayment agreement for the back rent owed by the family. The PHA defines "temporary" as ninety (90) days.

The PHA will not enter into a repayment agreement that will take more than twelve (12) months to pay off. If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, the PHA will reevaluate the family's ability to pay the increased rent amount and:

- Determine whether the family has the means to meet the obligation and, if so determined, initiate eviction proceedings for nonpayment of rent; or
- Determine that the repayment agreement is a financial hardship to the family and if so restructure the existing repayment agreement.

The PHA's policies regarding repayment agreements are further discussed in Chapter 14 - Family Debts to the PHA.

**LONG TERM HARDSHIP**

If the PHA determines a qualifying financial hardship is long term, the PHA will exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption will apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

## **B. Income and Allowances**

### **INCOME**

Income is defined as the types of money that are to be used as income for purposes of calculating the TTP and are defined by local and federal regulations. In accordance with this definition, income from all sources of each member of the household is documented (see Chapter 20 – Glossary-Income Inclusions and Income Exclusions).

### **ANNUAL INCOME**

Annual income is defined as the gross amount of income, monetary or not, anticipated to be received by the family during the twelve (12) months after admission, certification or recertification. Gross income is the amount of income prior to any allowable expenses or deductions, and does not include income specifically excluded by HUD. Annual income is used to determine whether applicants are within the applicable income limits. (See 24 CFR §960.201.)

### **ADJUSTED INCOME**

Adjusted income is defined as the annual income minus any allowable deductions.

### **ALLOWABLE DEDUCTIONS**

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

1. Dependent allowance: Four hundred eighty dollars (\$480) each for minor family members (other than the head, co-head or spouse), and for family members who are eighteen (18) and older and who are full-time students or who are disabled.
2. Elderly/Disabled allowance: Four hundred dollars (\$400) per household for families whose head, co-head or spouse is sixty-two (62) or over or disabled.
3. Allowable medical expenses: Un-reimbursed (medical expenses not covered by medical insurance [including Medi-Cal], regional centers [for individuals with developmental disabilities], schools [for special education students], or other sources) medical expenses for all family members that exceed 3% of the gross annual income of the family are deducted for elderly and disabled families.
4. Childcare expenses: Reasonable childcare expenses for children under thirteen (13) are deducted when childcare is necessary to allow an adult household member to work, attend school, or actively seek employment. These deductions may not exceed the earned income of the family member who is able to work because of such qualified expense.

5. Allowable Disability Assistance Expenses: Un-reimbursed disability expenses that exceed 3% of the gross annual income are deducted for attendant care by a non-family member or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work. These deductions may not exceed the earned income of the family member who is able to work because of such qualified expense.

## DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS – EARNED INCOME DISALLOWANCE (EID)

Effective October 1, 1999, EID replaced the 18-month earned income disregard for families going from training programs to work. For qualified families, EID excludes income earned by family members who start work, self-sufficiency programs, or who have increases in employment income.

### ELIGIBILITY

In case of unreported income that qualifies for EID exclusion, the time will be charged against the EID exclusion. However, unreported income will be formally documented as a resident lease violation that may lead to termination from public housing. Family members who are ineligible non-citizens are also ineligible for EID. In mixed families only the U.S. citizens or eligible non-citizens (e.g. lawful permanent residents [LPRs]) are eligible for EID exclusions.

A family qualified for the earned income exclusion is a family that occupies a dwelling unit in a public housing development, is paying income-based rent and whose annual income increases due to one of the following reasons:

- Employment of a family member who was previously unemployed for one or more years prior to employment;
- Increased earnings by a family member during participation in any economic self-sufficiency or other job-training program; or
- New employment or increased earnings of a family member during or within six (6) months after receiving assistance, benefits, or services under any State program for Temporary Assistance to Needy Families (TANF) provided that the total amount over a six (6)-month period is at least five hundred (\$500).

The HUD definition of “previously unemployed” includes a person who has earned in the twelve (12) months prior to employment no more than the equivalent earnings for working ten (10) hours per week for fifty (50) weeks at the minimum wage. Minimum wage is the prevailing minimum wage within the state or locality.

The HUD definition of an economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency,

workfare, financial or household management, apprenticeship, or any other program necessary to prepare a participant to work (such as substance abuse or mental health treatment).

### **EXCLUDED INCOME**

Amounts to be excluded are any earned income increases of a family member during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount of TANF received in the six (6) month period including monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member. The incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

### **INITIAL TWELVE (12) MONTH EXCLUSION**

During the cumulative twelve (12) month period beginning on the date a member of a qualified family is first employed or the family member first experiences an increase in employment income, the PHA will exclude from annual income any increase in income of the family member, as a result of employment, over the prior income of that family member.

### **SECOND TWELVE (12) MONTH PHASE-IN EXCLUSION**

During the second cumulative twelve (12) month period after the expiration of the initial cumulative twelve (12) month period referred to above, the PHA must exclude from annual income of a qualified family fifty percent (50%) of any increase in income of a family member as a result of employment over income of that family member prior to the beginning of such employment.

### **MAXIMUM TWO-YEAR DISALLOWANCE**

The earned income disallowance is limited to a lifetime twenty-four (24) month period for the qualifying family member. For each family member the disallowance only applies for a maximum of twelve (12) months of full exclusion of incremental increase and a maximum of twelve (12) months of phase-in exclusion during the twenty-four (24) month period starting from the date of the initial exclusion.



If the period of increased income does not last for twelve (12) consecutive months, the disallowance period may be resumed at any time within the twenty-four (24) month period and continue until the disallowance has been applied for a total of twelve (12) months of each disallowance (the initial twelve [12] month full exclusion and the second twelve [12] month phase-in exclusion).

No earned income disallowance will be applied after the twenty-four (24) month period following the initial date the exclusion was applied regardless of whether the family has received the full exclusion for a total of twelve (12) months, or the phase-in exclusion for the total of twelve (12) months.

### **APPLICABILITY TO CHILD CARE AND DISABILITY ASSISTANCE EXPENSE DEDUCTIONS**

The amount deducted for childcare and disability assistance expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for childcare and disability assistance expense deductions.

### **TRACKING THE EARNED INCOME EXCLUSION**

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

- The date the increase in earned income was reported by the family,
- Name of the family member whose earned income increased,
- Reason (e.g. new employment, participation in job training program, within six (6) months after receiving TANF) for the increase in earned income,
- Amount of the increase in earned income (amount to be excluded),
- Date the increase in income is first excluded from annual income,
- Date(s) the earned income ended and resumed during the initial cumulative twelve (12) month period of the exclusion (if any),
- Date the family member has received a total of twelve (12) months of the initial exclusion,
- Date the twelve (12) month phase-in period began,
- Date(s) earned income ended and resumed during the second cumulative twelve (12) month period (phase-in) of exclusion (if any),
- Date the family member has received a total of twelve (12) months of the phase-in exclusion, and
- Ending date of the maximum twenty four (24) month, disallowance period from the date of the initial earned income disallowance.

The PHA will maintain a tracking system to ensure correct application of the earned-income disallowance.

If an interim recertification is not done for income increase, the initial twelve (12) month exclusion will still begin on the date on which the increase in earned income began.

#### **INAPPLICABILITY TO ADMISSION**

The earned income disallowance does not apply for purposes of program admission.

### **C. *Income Exclusions***

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18;
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in 24 CFR §5.403;
- Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training

of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of \$480 for each full-time student 18 years of age or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from Supplemental Security Income (SSI) and other Social Security benefits (e.g. Social Security Disability Insurance [SSDI]) that are received in a lump sum amount or in prospective monthly amounts;
- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- Payments that qualify as Kinship Guardianship Assistance Payment (Kin-GAP) income earned by an individual for caring for a minor member of the household;
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other federal statute or regulation from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR §5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
- Loans are not counted as income when they are temporary, nonrecurring, or sporadic.

#### ***D. INDIVIDUAL SAVINGS ACCOUNTS***

The PHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

#### ***E. Wages from Employment with the PHA or Resident Organization***

Upon employment with the PHA or officially recognized resident organization, the full amount of employment income received by the person will be counted. There is no exclusion of income for wages funded under the 1937 Housing Act Programs, which includes the public housing and Housing Choice Voucher (HCV) programs.

## ***F. Averaging and Annualizing Income***

When annual income cannot be anticipated for a full twelve (12) months the PHA will average known sources of income that vary to compute an annual income.

The PHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose monthly income fluctuates, this estimate will be used so that the total resident rent will not change from month to month.

The PHA may annualize income for a shorter period if it is not feasible to determine the value for a twelve (12) month period (e.g. with seasonal work or unemployment compensation).

The method used depends on the regularity, source and type of income.

## ***G. Minimum Income***

There is no minimum income requirement. Families who report zero (0) income are required to complete an interim recertification every ninety (90) days. Families that report zero (0) income will also be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

In some cases, families with zero (0) income will receive a utility allowance reimbursement to assist with paying utilities for their unit (see Chapter 7 – Zero Income Status).

## ***H. Income of Person Permanently residing in a Nursing Home***

If a family member is permanently residing in a hospital or nursing home and there is a family member left in the household, the PHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

- Exclude the income of the person permanently residing in the nursing home and give the family no deductions for medical expenses of that family member.

## ***I. Regular Contributions and Gifts***

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every three (3) months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts (see Chapter 7 - Verification Procedures for additional information).

If the family's expenses exceed their known income, the PHA will make inquiry of the family about contributions and gifts.

## ***J. Alimony and Child Support***

Regular alimony and child support payments are counted as income for calculation of the Total Tenant Payment.

If the amount of child support or alimony received is less than the amount ordered by the court, the PHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The PHA will accept as verification that the family is receiving an amount less than that ordered by the court if:

- The PHA receives verification of this information from the agency responsible for enforcement or collection; or
- The family furnishes documentation of a child support or alimony collection action filed by a child support enforcement/collection agency; or
- The family provides the PHA with proof that it has filed an enforcement or collection action through an attorney against the party responsible for making the spousal and/or child support payments.

It is the family's responsibility to supply a certified copy of the divorce decree (court order).

In cases where an adult family member is required to pay alimony and/or child support, this amount is not excluded as an income deduction.

### **LUMP-SUM RECEIPTS**

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments, such as unemployment insurance, child support, or welfare assistance are counted as income and any amount remaining will be considered an asset. Lump sum payments from SSI or other Social Security benefits (e.g. SSDI) are excluded from income. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent that the family owes as a result of the receipt of lump-sum benefits, the PHA uses a method that calculates retroactively, depending on the circumstances.

### **RETROACTIVE CALCULATION METHODOLOGY**

The PHA will calculate the lump-sum payments retroactively by going back to the date the lump-sum payment was received, or the date of admission, whichever is most recent, so long as the date is not prior to admission to public housing.

The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the resident rent for each certification period to determine the amount due the PHA. This retroactive amount is due and payable to the PHA.

At the PHA's option the PHA may enter into a repayment agreement with the family. This retroactive amount is due and payable to PHA. The amount owed by the family is a collectible debt even if the family moves out of public housing voluntarily, or is terminated from the program.

### **ATTORNEY FEES**

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

## ***K. Assets and Asset Income***

Income generated from some assets is used in the calculation of annual income for the purpose of determining the Total Tenant Payment. Net family assets are defined as the net cash value after deduction of reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment. The following are excluded from assets:

- Interests in Indian trust land,
- Equity accounts in HUD homeownership programs, and
- The value of necessary items of personal property such as furniture and automobiles.

Where the family has net family assets in excess of five thousand dollars (\$5,000) the PHA will use the greater of:

- Actual income from all net family assets, or
- Imputed asset income, which is the cash value of listed assets multiplied by HUD-determined local passbook interest rate

Residents with assets less than \$5,000 will require third-party verifications from financial institutions of all family assets upon admission to the public housing and then again at least every three (3) years thereafter.

#### CONTRIBUTIONS TO RETIREMENT FUNDS

Contributions to company retirement/pension funds are handled as follows:

- The assets counted while an individual is employed are the amounts the family can withdraw without retiring or terminating employment.
- The assets counted after retirement or termination of employment is any amount the employee elects to receive as a lump sum.

#### ***L. Assets Disposed of for Less than Fair Market Value***

The PHA must count assets disposed of for less than fair market value during the two (2) years preceding certification or recertification. The PHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcies are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of divorce or legal separation are not considered assets disposed of for less than fair market value.

The PHA's minimum threshold for counting assets disposed of for less than fair market value is five thousand dollars (\$5,000). If the total value of assets disposed of within the two (2) year period is less than five thousand dollars (\$5,000) they will not be considered an asset.

#### ***M. Childcare Expenses***

Unreimbursed childcare expenses for children under thirteen (13) years of age shall be deducted from annual income if they enable a family member to actively seek employment, to be employed, or to further his or her education to comply with federal law.

For disabled family members aged thirteen (13) and older, childcare expenses that enable a family member to be employed and are not paid to a member of the family or reimbursed by an outside source shall be considered deductible disability assistance expenses.

Only before or after-hours care can be counted as childcare expenses in the case of a child attending private school.

In all cases, childcare expenses must be reasonable, which is determined by the average childcare rates in the PHA's jurisdiction.

*Allowance of deductions for childcare expenses is based on the following guidelines:*

#### **CHILDCARE TO WORK**

The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

#### **CHILDCARE FOR SCHOOL**

The number of hours claimed for childcare may not exceed the number of hours the family member is attending school, including one (1) hour travel time to and from school.

#### **AMOUNT OF EXPENSE**

The PHA will survey local care providers in the community and other surveys to determine reasonable rates of care. The PHA will use the collected data as a guideline. The PHA may calculate the allowance using the guideline if the hourly rate materially exceeds the guideline.

### ***N. Disability Assistance Expense***

Families may deduct reasonable anticipated expenses for attendant care and auxiliary apparatuses for family members with disabilities under the following circumstances:

- If they are necessary to enable a family member to be employed (this may be the disabled member), and
- The expenses are not paid to a member of the family or reimbursed by an outside source.

This deduction may not exceed the earned income received by family members who are able to work because of such qualified expenses.

Auxiliary apparatuses are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read and write, but only if these items are directly related to permitting the disabled person or other family member to work.



## ***O. Medical Expenses [24 CFR §5.611]***

The medical expense deduction is limited to families whose head, spouse/partner, co-head, or sole member is at least 62 years of age or is a person with disabilities (elderly or disabled families). Families who are determined to be either elderly or disabled may deduct un-reimbursed medical, attendant care and auxiliary apparatus expenses that exceed 3% of their gross annual income in determining their total resident payment. When a household is eligible for a medical expense deduction, the medical expenses of all family members may be counted.

To qualify for a deduction, medical expenses must meet two essential criteria:

- Must be anticipated, regular, ongoing expenses that a family expects to pay in the 12 months following examination or reexamination; and,
- Must be un-reimbursed and not covered by an outside source (e.g. insurance).

If a family qualifies for medical expense deductions, the expenses of all family members will be considered. The medical allowance is not intended to give a family an allowance equal to last year's expenses, but to anticipate regular, ongoing, and anticipated expenses during the coming year.

Medical Expenses may include:

- Services of doctors and health care professionals;
- Services of health care facilities;
- Laboratory fees, X-rays and diagnostic tests, cost for blood, and oxygen;
- Medical insurance premiums;
- Prescription/non-prescription medications (prescribed by a physician or other authorized healthcare provider) along with legible receipts for these medications;
- Transportation to/from medical treatment (cab fare, bus fare, mileage based on Internal Revenue Service [IRS] rules). In cases involving monthly travel passes where trips are unlimited during the period covered by the pass, the IRS rate and mileage will be used to determine the medical expense trip cost per visit to and from the physician's office, up to, but not exceeding the cost of the monthly travel pass;
- Dental expenses, eyeglasses/contact lenses, hearing aids and batteries, wheelchairs, walkers, scooters;
- Live-in or periodic medical assistance;
- Monthly payment on accumulated medical bills (regular monthly payments on a bill that was previously incurred). The allowance may include only the amount expected to be paid in the coming 12 months;

- Expenses paid to an HMO;
- Purchase or rental and upkeep of medical equipment;
- An assistive animal and the upkeep and care of the animal; and
- Any other verifiable and medically necessary service, apparatus, or medication, as prescribed by a third-party healthcare provider.

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source (e.g. medical insurance).

One or more of the methods listed below will verify all medical expense claims:

- Written verification, within the field of their profession, by a medical professional, hospital or clinic personnel, dentist, or pharmacist of: (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills, and (b) the extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration (SSA) of Medicare premiums to be paid by the family over the next twelve (12) months (a computer printout will be accepted).
- Receipts, cancelled checks, or payment stubs that verify past medical costs or past insurance expenses likely to be incurred in the next twelve (12) months.
- Copies of payment agreements or the most recent invoice verifying payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months.
- Receipts or other record of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. The PHA may use this approach for "general medical expenses" such as non-prescription drugs and other items prescribed by a physician, and regular visits to doctors or dentists, but not for one-time, non-recurring expenses from the previous year.
- The PHA will use mileage, at the IRS rate, cab, bus fare, or other public transportation costs to verify the cost of transportation directly related to medical treatment. In cases involving monthly travel passes where trips are unlimited during the period of time covered by the pass the IRS rate and mileage will be used to determine the actual cost of trips related to medical treatments.
- Receipts for medical equipment.

When it is unclear in the HUD rules whether an item may be included as a medical expense, IRS Publication 502 will be used as a guide. Even if an expense is allowable, in order to be deductible it must be an ongoing (i.e. not one-time) expense.

The PHA will require the family to provide verification of medical expenses. Verification may include, but is not limited to, payment invoices and statements from a doctor

certifying the anticipation of the medication and/or treatment costs for the next twelve months.

A resident signed certification of medical expenses without supporting documentation will not be accepted as proof of medical expenses.

The PHA will provide residents written notification stating which medical expenses are approved and which not approved as deductions for the purpose of rent determination.

If residents disagree with the approved medical expense deductions, they have the right appeal the PHA's decision in accordance with the PHA's Grievance Procedures (see Chapter 13).

### ***P. Proration of Assistance for "Mixed" Families***

#### **APPLICABILITY**

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

"Mixed" families that were participants on June 19, 1995 that do not qualify for continued assistance must be offered prorated assistance (see Chapter 11 - Recertifications). Mixed family applicants are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member, are entitled to prorated assistance.

#### **PRORATED ASSISTANCE CALCULATION**

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

#### **MAXIMUM RENT**

The flat rent will be utilized as the maximum rent and will be used in the calculation of prorated resident rent for mixed families (families with one or more member who are ineligible non-citizens and not eligible for housing assistance).

The PHA will establish new flat rents at the beginning of each fiscal year (January) and will make these rents effective with annual reexamination effective March 1 and later.

### ***Q. Income Changes Resulting from Welfare Program Requirements***

See Chapter 11 - Recertification for reduction in welfare benefits.

## **R. Utility Allowance and Utility Reimbursement Payments**

If the cost of utilities (excluding telephone) is not included in the resident rent a utility allowance will be deducted from the Total Resident Payment (TTP). The utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household and not on a family's actual consumption.

If the utility allowance exceeds the family's Total Resident Payment, the PHA will issue a utility reimbursement payment to the family each month. The check will be made out directly to the resident.

### **RESIDENT-PAID UTILITIES**

The following requirement applies to residents living in developments with resident-paid utilities or applicants being admitted to such developments. Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction as this is considered a serious lease violation and a violation of the public housing rules and regulations.

## **S. Annual Rent Election**

### **AUTHORITY FOR FAMILY TO SELECT**

The PHA will allow each family residing in a public housing unit to elect (choose) annually whether the rent paid by the family will be 1) determined based on family income (income-based rent), or 2) the flat rent. The PHA will provide families with sufficient information to make an informed choice. This information will include:

- How to switch the type of rent in circumstances of financial hardship, and
- The dollar amount of resident rent the family will pay under each option.

The PHA will provide both rent options for any public housing unit owned, assisted or operated by the PHA.

### **ALLOWABLE RENT STRUCTURES**

#### *Flat Rents*

The PHA has established a flat rental amount for each dwelling unit in public housing that is in compliance with Public Law 113 – 76, *The Fiscal Year 2014 Appropriations Act*.

The PHA will annually set the flat rental amount for each public housing unit at no less than eighty percent (80%) of the applicable Fair Market Rent (FMR), and then reduce that amount by the applicable utility allowance. For residents currently paying a flat rent, the

new flat rental amounts will be offered, as well as the income-based rental amount, at their next annual recertification.

The PHA will:

- Conduct a Rent Reasonableness study, and
- Calculate rents based on the market rental value of the unit, as determined by the rent reasonableness study.

If the flat rent, as determined by the rent reasonableness study, is at least 80% of the FMR, the PHA will set flat rents at the amount determined by the rent reasonableness study.

If the flat rent, as determined by the rent reasonableness study, is less than 80% of the FMR, the PHA will set flat rents at 80% of the FMR, subject to the utilities adjustment.

The PHA will place an annual cap on any increase in a family's rental payment that exceeds thirty-five percent (35%), and is a result of changes to the flat rental amount. Increases that exceed 35% of the current rent will be phased in over 3 years.

The rental amounts will be calculated by:

- Multiplying the existing flat rental payment by 1.35 and comparing the new rental amount to the updated flat rental amount; and
- The flat rent will be adjusted downward by the Utility Allowance when allowable to ensure the rental amount does not exceed the FMR.

Once the flat rental amounts are calculated, the PHA will present the two rent options to the family at their next annual recertification and the family can choose whether to pay:

- the updated flat rental amount; or
- the income based rent.

The PHA shall review the income of families paying flat rent once every three (3) years. Family composition will be reviewed annually for all families, including those paying flat rent.

### *Income-Based Rents*

The monthly Total Tenant Payment amount for a family shall be an amount based on the total family income as verified by the PHA that does not exceed the greatest of the following amounts:

- Thirty percent (30%) of the family's monthly-adjusted income,
- Ten percent (10%) of the family's gross monthly income, or
- The PHA's minimum rent of fifty dollars (\$50).

### Switching Rent Determination Methods Based on Hardship Circumstances:

If a family has elected to pay the PHA's flat rent, but faces an eligible hardship and cannot pay the flat rent, the PHA will provide the family the amount determined under income-based rent within thirty (30) days. Eligible hardships include:

- Situations in which the income of the family has decreased because of changed circumstances including loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;
- An increase in expenses due to a change of circumstances in the family's expenses such as increased medical costs, childcare, transportation, education, or similar items; and
- Such other situations as may be determined by the PHA.

All hardship situations must be verified by the PHA. Once a family switches to income-based rent due to financial hardship the family must wait until its next annual recertification to determine whether to switch back or continue paying income-based rent.

The rental policy developed by the PHA encourages and rewards employment and self-sufficiency.

**Annual Recertification:** At the time of annual recertification the family will be sent a form from the PHA on which the family will indicate whether they choose flat rent or income-based rent.

## Chapter 7: VERIFICATION PROCEDURES

### INTRODUCTION

HUD regulations require that the factors and Total Tenant Payment and Family Share be verified by the PHA. PHA staff will obtain written verification from independent sources in accordance with HUD regulations and will document tenant fields whenever third-party verifications are not available and why third-party verification was not obtained.

Residents must provide true and complete information to the PHA whenever information is requested. The PHA's verification requirements are designed to maintain program integrity. This chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status and changes in family composition. The PHA will obtain proper authorization from the family before requesting information from independent sources.

#### **Electronic Signatures**

The PHA may use electronic signatures in lieu of manual signature for documents and contracts. The PHA may use electronic systems for electronic signatures including but not limited to, DocuSign and SHRA Resident Portal. The use is at the option of the parties in the transaction. When using electronic signature, it is under the sole control of the person using it. Electronic signature shall have the same force and effect as a manual signature.

Requests for public records, pertaining to information regarding an assisted household, will require a Release of Information form with a wet signature.

### **A. METHODS OF VERIFICATION AND TIME ALLOWED**

The PHA will verify information through the five (5) methods of verification acceptable to HUD in the following order:

1. Upfront Income Verification (UIV) is income information that could be obtained through the Enterprise Income Verification (EIV) system or other system that allows a PHA direct access to verify resident income. Verifications received by direct electronic access from the source are considered Upfront Income Verification;
2. Written Third-Party Verification, which may be a document provided by the resident from the income provider or source;
3. Written Third-Party Verification Form, which is a written income verification request submitted by the PHA to the income provider or source to verify the income received by the resident;

4. Oral Third-Party Verification, which is income verified orally by phone with the income provider or source;
5. Resident Declaration (signed under penalty of perjury).

The PHA will allow up to five (5) days for return of third-party verifications, and will allow up to five (5) days to obtain other types of verification before using the next verification method. The PHA will document the file as to the reason the third-party written or oral verification was not used. The PHA will not delay the processing of a recertification beyond a reasonable and appropriate time period based solely upon a third party's failure to return the verification in a timely manner.

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### **UP FRONT INCOME VERIFICATION (UIV)**

The UIV is the highest level of third-party verification.

The PHA uses a HUD-required EIV system to verify tenant-supplied information regarding earned income, Social Security benefits, Supplemental Security Income (SSI) and unemployment benefits. The EIV is an electronic independent platform that systematically and uniformly maintains income information in computerized form for a large number of individuals. EIF does not verify earned income, Social Security benefits or SSI.

If UIV information differs from tenant-supplied information by more than \$200 per month or UIV information does not exist, the PHA must request another form of verification.

- PHAs are required to use the EIV system to verify Social Security/SSI benefits of current participants and household members.
- PHAs will print the EIV Income Report and may use it to calculate the resident rent. If the resident provides a more recent third-party verification from the income sources, the PHA may use the amounts on that verification to calculate the resident rent. The PHA will use the gross benefit amount to calculate annual income from Social Security benefits. EIF will not be used to verify employment income.
- If the participant disputes the EIV-reported benefit amount, the PHA will request the resident to provide a current (dated within the last sixty [60] calendar days) benefits verification letter and the PHA will request third-party verification from the income source provider. If the participant is unable to conclusively dispute the validity of the information obtained through EIV and the third-party source, the income will be attributed to the resident.
- Photocopies of Social Security checks or bank statements are **not** acceptable forms of verification for Social Security or SSI benefits because the dollar amount listed may not be the gross benefit amount.

The PHA will accept verifications delivered by the family (if they can be verified by other means) from agencies, including, but not limited to:



- Social Security Administration (for SSI and other Social Security programs)
- Veterans Administration
- Department of Human Assistance (welfare office)
- Employment Development Department (EDD)
- Unemployment Insurance Appeals Board
- City or County Courts
- Pharmacy (in regards to prescription drugs)
- A local, state or Federal court
- The Work Number
- State wage/income collection agency

### **Third-Party Oral Verification**

When third-party oral verification is used, PHA staff are required to complete a Certification of Document Viewed or Person Contacted Form, stating the name of the person with whom they spoke, the date of the conversation and the facts provided. If provided by telephone, the PHA must document call.

### **Review of Resident-Supplied Documents**

The PHA will utilize documents generated by a third-party source provided by the family as a primary source if the documents provide complete information. All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents cannot be photocopied, staff reviewing the document(s) will complete a Certification of Document Viewed or Person Contacted Form or document. The PHA will accept the following documents from the family provided that the document is such that tampering would be readily noticeable:

- Printed wage stubs; a minimum of two (2) check stubs are required;
- Computer printouts from the employer;
- Other documents noted in this chapter as acceptable verification.

The PHA may accept faxed documents and photocopies.

If the third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy of more than \$100 a month (per income source), the PHA will utilize the third-party verification.

### **Resident Declaration**

When verification cannot be made through any of the higher forms of verification including upfont or third-party, the PHA will require the resident to complete a written resident declaration (Affidavit) of income and sign it under penalty of perjury.

Resident declaration means a statement written on an Affidavit form and signed under penalty of perjury. The application or the annual recertification packet may also serve as

a form of self-certification as long as all adult household members sign it. The tenant may also elect to have a self-certification notarized at their expense.

## ***B. Release of Information***

HUD 9886

All adult family members will be required to sign the HUD form 9886 Release of Information/Privacy Act form and the PHA's Authorization for the Release of Information.

Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission or termination of assistance. It is a family obligation to supply any information requested by the PHA and to sign consent forms requested by the PHA or HUD. It is also a family obligation that all information provided is true and correct. Falsifying or omitting any requested information or otherwise provided misleading information to the PHA may result in termination of assistance.

Third-Party Release of Information/Verification

When the form, Release of Information, is received from an outside/third-party agency, the resident must provide a wet signature.

## ***C. Items to be Verified***

PHA will no longer require verification of fully excluded income such as Food Stamps (CalFresh) or Foster Care (HUD PIH Notice 2013-04) unless the family is a Zero-Income Household.

The following list includes (but is not limited to) items that must be verified:

1. All sources of income not fully excluded according to PIH 2013-04
2. Full-time student status of any and all adult students
3. Current assets including assets of \$5,000 or more disposed of for less than fair market value in the last two (2) years
4. Allowable child care expenses
5. Total allowable medical expenses of all family members in households whose head or spouse/partner is elderly or disabled
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family
7. Disability for determination of preferences, allowances or deductions
8. U.S. citizenship/eligible immigrant status
9. Social Security numbers for all family members, with the exception of those individuals who do not contend to have eligible immigration status (individuals who may be

unlawfully present in the United States). In most instances, these individuals would not be eligible for a Social Security number.

10. "Preference" status
11. Familial status or Spousal relationship
12. Verification of Reduction in Benefits for Noncompliance (ie. for Social Security/SSI benefits or welfare benefits)
13. The PHA will obtain written verification from the welfare agency stating the family's benefits have been reduced for fraud or noncompliance before denying a family's request for rent reduction.
14. Legal Identity Verification includes the following items:
  - a. A valid state or federally issued identification card or driver's license displaying a photo of the individual, for persons at least eighteen (18) years or older.
  - b. Birth certificates of minors
  - c. Documents including a photo issued by the INS
15. Family Composition

Up-front income verification is the verification of income before or during a family recertification through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.

Types of income that may be verified using up-front income verification (UIV):

- Gross Wages and Salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services),
- Unemployment Compensation, and
- Social Security Benefits (including federal and state benefits, Black Lung benefits, and dual benefits).

#### **AVAILABLE UP-FRONT INCOME VERIFICATION TECHNIQUES**

The PHA will obtain up-front income verification through the following methods whenever possible:

- Computer matching agreements with a federal, state, or local government agency, or a private agency,
- Use of HUD's Enterprise Income Verification (EIV) system, and
- Direct requests for income verifications to a federal, state, or local government or private agency.

#### **USE OF THIRD-PARTY VERIFICATIONS TO SUPPLEMENT UP-FRONT INCOME VERIFICATION**

Up-front income verification replaces (to the maximum extent possible) the more time-consuming and less accurate third-party verification process of contacting individual employers identified by families or reviewing outdated income verification documents. However, third-party verification may continue to be necessary to supplement up-front income verification, for example, when the resident disputes the data or when there is a substantial difference between resident-provided income and UIV information. Up-front

income verification should not be considered an automatic substitute for other third-party verification. Rather, up-front income verification may supplement other verification documentation such as original, current documents provided by the applicant/tenant.

### **THRESHOLD FOR SUBSTANTIAL DIFFERENCES**

The PHA has adopted HUD's established criteria for what constitutes a "substantial difference" in cases where UIV income data differs from resident-provided and/or other verified income information. HUD defines a "substantial difference" as one that is \$200 or more (per family member) per month.

UIV may alleviate the need for third-party verification when there is not a substantial difference between UIV and applicant/resident-reported income (either pay stubs or what the applicant/resident claims on the data collection sheet/recertification form).

In cases where UIV income data is NOT substantially different than resident-reported income, PHAs will follow guidelines below:

- If UIV income data is more than current resident-provided documentation the PHA will use UIV income data to calculate anticipated annual income unless the resident provides the PHA with documentation of a change in circumstances (e.g. change in employment, reduction in hours, etc.).
- Upon receipt of acceptable resident-provided documentation of a change in circumstances the PHA will use resident-provided documents to calculate anticipated annual income.

### **UIV INCOME DATA THAT IS SUBSTANTIALLY DIFFERENT FROM PARTICIPANT-PROVIDED INCOME INFORMATION**

In cases where UIV income data is substantially different from resident-report income, the PHA will follow the guidelines below:

- The PHA shall request written third party verification from the discrepant income source in accordance with 24 CFR §5.236(b)The PHA shall review historical income data for patterns of employment, paid benefits, and/or receipt of other income when the PHA cannot readily anticipate income, such as in the sources of seasonal employment, unstable working hours, and suspected fraud.
- The PHA must analyze all data (UIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
- The PHA will use the most current verified income data (and historical income data if appropriate) to calculate annual income.

### **WHEN THIRD-PARTY VERIFICATIONS ARE REQUIRED**

Third-party verification is required in the following instances:

- UIV is not available.
- There is a “substantial difference” between resident-provided documents and UIV verification.
- The resident disputes the UIV data and provides supplemental supporting documentation.

#### **PHA RESPONSIBILITIES FOR UTILIZING UIV SYSTEMS AND DATA**

While UIV is an excellent tool for highlighting potential income errors the PHA has the responsibility:

- To compare UIV information with participant-provided information;
- To resolve income discrepancies promptly to determine accurate resident rents based on all available information;
- To refrain from taking any adverse actions against participants based solely on computer matching information. This means the PHA will not suspend, terminate, reduce or make a final denial of assistance to any resident as a result of information produced by UIV until: (a) the resident has received a notice from the PHA detailing its findings and has been offered the opportunity to contest the findings, and (b) either the notice period provided in applicable regulations of the program, or 30 days, whichever is later, has expired.

#### **Third-Party Written Verification:**

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail, faxed, e-mailed directly to, and received directly from the source. The family will be required to sign an authorization for release of information form to release the specified information.

The PHA will accept the following types of income verification documents directly from the applicant/resident or third party (however, the PHA may also accept other types of verification not listed here):

- Social Security disability or award statements,
- Veterans Administration award statements,
- IRS tax forms,
- Unemployment Compensation statements,
- Pay stubs or earning statements,
- City or County Court documents,
- Signed receipts or paid invoices for child care expenses,
- Receipts from pharmacies for prescription drugs,
- Child Support cancelled checks or award letters, and

- Receipts for medical expenses or insurance premiums.

### **NUMBER OF ATTEMPTS TO OBTAIN WRITTEN THIRD PARTY VERIFICATION**

If a response is not received from the source within five (5) business days after the PHA makes the written request, the PHA will make an attempt at obtaining third-party oral verification.

### **THIRD-PARTY ORAL VERIFICATION**

Oral third-party verifications will be used when written third-party verifications are delayed or not possible or to verify documents provided by the family. When a third-party oral verification is used, PHA staff will complete a Certification of Document Viewed or Person Contacted form stating that identity of the person with whom they spoke, the date of the conversation, and the facts provided by the third party. The information collected through oral third-party verification shall be the same information collected on written third-party verification forms. If provided by telephone, the PHA must initiate the telephone call to the third party.

### **ACCEPTABLE PARTICIPANT-PROVIDED DOCUMENTS**

In the event that third party written or oral verification is unavailable or after the PHA has made two documented unsuccessful attempts (one may be written and one oral) the PHA may review the original (authentic) documents provided by the participant. All original documents should be dated within the last 60 days of the interview. The PHA will make a photocopy of the original documents and maintain the copy in the participant files. The PHA will document the receipt, copy, and review of the original (authentic) documents in the resident files. Below are examples of some acceptable participant-provided documents:

- Original pay stubs for the last two (2) consecutive pay periods, or the equivalent of 30 days
- Social Security Administration (SSA) benefits verification or award letter,
- Bank statements (only if over \$5,000, one (1) current bank statement for each account [e.g. checking and savings accounts]),
- Pension benefit statements,
- TANF (cash aid) award letter,
- Computer printouts from employer, or
- Other documents noted in this chapter as acceptable verification of income.

All such documents viewed, excluding government checks, need to be original documents, which will be photocopied and retained in the participant file. In cases where documents are viewed but cannot be photocopied, PHA staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

### **UNTIMELY RECEIPT OF THIRD-PARTY VERIFICATIONS**

Despite the PHA's best efforts to obtain third-party verifications in a timely manner, sometimes third-party verifications are returned days or even weeks after the effective date of the new rent determination. In cases where the third-party verification is returned from sources within 30 day after the effective date of the recertification the PHA will only re-determine income when the difference between the third-party verification and the resident-provided verification is greater than \$100 per month for the entire family.

#### LATE THIRD-PARTY VERIFICATIONS THAT REQUIRE A NEW INTERIM RECERTIFICATION:

The following cases will require the resident to come in for an interim recertification so that resident-provided information can be updated and compared to third-party verifications:

- In cases where a family has several sources of income and more than one third-party verification arrives late and at different times and there is a cumulative discrepancy of more than \$100 per month between the participant-provided income and the third-party verified income; and
- In the event that third-party verification is returned more than 30 days after the effective date of the recertification and there is a discrepancy of more than \$100 per month between the participant-provided income and the third-party verified income.

#### SELF-CERTIFICATION/SELF-DECLARATION

Assets of less than \$5,000 are resident self-certified and do not require the collection of any bank statements except when the family is in the application process. Per HUDs Streamlining Rule, every three years all assets regardless of value must be third party verified. 24 CFR §§960.259, 982.516

If self-certification reveals more than \$5,000 in assets, all asset verifications processes must be followed for each income/asset source.

#### ***B. RELEASE OF INFORMATION [24 CFR §5.230]***

All adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, adult family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886 Authorization for Release of Information/Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for review and signature.

Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation under

HUD regulations to supply any information and to sign consent forms requested by the PHA or HUD.

**C. *ITEMS TO BE VERIFIED***

The following items will need to be verified:

- All income (earned or unearned),
- Zero-income status of household,
- Full-time student status for students who are eighteen (18) years or older,
- Current assets, including assets disposed of for less than fair market value in last two (2) years,
- Childcare expenses that allow an adult family member to be employed or to further their education or seek employment,
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled,
- Disability assistance expenses, which include only those costs associated with attendant care or auxiliary apparatus(es) for a disabled member of the family, which allow an adult family member to be employed,
- Legal identity,
- U.S. citizenship/eligible immigrant status,
- Social Security Numbers for all family members age six years and older,
- Preference status,
- Familial/marital status when needed for head or spouse definition,
- Disability for determination of preferences, allowances or deductions, and
- Completion of Community Service Requirement (unless exempt).



## VERIFICATION OF REDUCTION IN BENEFITS FOR NONCOMPLIANCE

The PHA will obtain written verification from the county welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

### ***D. VERIFICATION OF INCOME***

This section explains the documentation the PHA will use to verify various types of income.

#### EMPLOYMENT INCOME:

Verification forms request the employer to specify the:

- Dates of employment,
- Amount and frequency of pay,
- Date of the last pay increase,
- Likelihood of change of employment status and effective date of any known salary increase during the next twelve (12) months,
- Year-to-date earnings, and
- Estimated income from overtime, tips, and bonus pay expected during next twelve (12) months.

Applicants and program residents will be required to sign an authorization for release of information from the Internal Revenue Service (IRS) for further verification of income only in cases where there are questions about the validity of information provided by the family. The PHA will then require the most recent federal income tax statements. Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

#### ALIMONY OR CHILD SUPPORT PAYMENTS:

Acceptable methods of verification include, in this order:

- PHA verification form completed by payment provider,
- Verbal confirmation by payment provider,
- Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules,
- DA Child Support Hotline,
- Copy of latest check and/or payment stubs from court trustee. The PHA must record the date, amount, and number of the check,
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received, and

- Screen print from on-line service from the Department of Child Support Services.

If payments are irregular, the family must provide:

- A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules;
- A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement;
- Welfare Notice of Action showing amounts received by the welfare agency for child support; A written statement from an attorney certifying that a collection or enforcement action has been filed; or
- A 12 month of payment history.

The regular award amount will be used if the family fails to provide the documents required above in cases of irregular child support payments.

#### NET INCOME FROM A BUSINESS:

In order to verify the net income from a business the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next twelve (12) months. This also includes independent contractors (i.e. ride-sharing, food delivery, web commerce, etc.).

#### ACCEPTABLE METHODS OF VERIFICATION INCLUDE:

IRS Form 1040, including:

- Schedule C (Small Business),
- Schedule E (Rental Property Income), and
- Schedule F (Farm Income),
- Audited or unaudited financial statement(s) of the business,
- Credit report or loan application, and
- Family's self-certification as to net income realized from the business during previous years.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules should be provided.

Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six (6) months (or lesser period if not in business for six [6] months) to project income for the next twelve (12) months. The family will be advised to maintain these documents in the future if they are not available.

The PHA may request any of the documentation identified above regardless of the verification used.

#### RECURRING GIFTS:

The family will be required to complete a third-party verification form for the provider of recurring gifts.

If the third party form is not returned, the family must furnish a self-certification that contains the following information:

- The identity of the person who provides the gifts,
- The value of the gifts,
- The regularity (dates) of the gifts,
- The purpose of the gifts.

#### ZERO INCOME STATUS:

Families who report zero (0) income will be required to provide information about how they pay for their basic needs, such as food, clothing, utilities, transportation, etc. EIV will also be used to verify that families claiming zero income are not receiving income from any other sources.

Zero income families will be required to:

- Execute verification forms to determine that types of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household;
- Complete the recertification process every ninety days; and
- Complete a zero income form that estimates how much they spend on telephone, cable TV, food, clothing, transportation, debts, household items, and whether any of these costs are being paid by an individual outside the family (such payments are considered income).

To further verify zero income the PHA may:

- Request income information from the State Employment Development Department (EDD) and/or the Internal Revenue Service (IRS) and/or other agencies as necessary, and
- Run a credit report, as authorized by the data collection sheet signed annually.

The PHA may request credit checks for all adult members of families who report zero (0) income. Where credit reports show credit accounts open and payments current, the PHA will take action to investigate the possibility of fraud or program abuse.

If the family's expenses exceed their known income, the PHA will make inquiry of the head of household as to the nature of the family's accessible resources.

**FULL-TIME STUDENT STATUS:**

A full-time student is a person enrolled in at least twelve (12) or more units at one (1) or more educational, technical, or vocational institutions.

Any change in full-time student status must be reported within thirty (30) days of the change.

Only the first four hundred-eighty dollars (\$480) of the earned income of full-time students eighteen (18) years of age or older, other than head or spouse, will be counted toward family income. Financial aid, scholarships, and grants paid directly to the full-time student or to the educational institution are not counted toward family income. However, there may be exceptions such as income that is paid directly to another entity for housing (24 CFR §5.609 addresses exclusions from income).

Verification of full-time student status includes:

- Written verification from the registrar's office or other school official,
- School records indicating enrollment for a sufficient number of credits to be considered a full-time student by the educational institution, and
- Financial aid awards.

***E. Income from Assets***

The PHA is responsible for verifying all assets to determine the amount of income produced by these assets. Assets include, but are not limited to, checking accounts, savings accounts, stocks, bonds, interest income and dividends.

The PHA recognizes that it is not always cost effective to incur bank verification fees or use PHA staff time to facilitate third-party verifications for checking and savings accounts. Therefore, checking and savings account balances under \$5,000 will require third-party verifications from financial institutions of all family assets upon admission to the public housing program and at least every three (3) years thereafter.

Verification procedures will be performed on all sources if the self-certification reveals assets greater than \$5,000.

If assets are declared to be over \$5,000, checking and savings accounts, stocks, bonds, crypto currency, real estate, interest income and dividends will be verified in the following order by:

- PHA verification forms completed by the financial institution,
- Verbal confirmation of information from the financial institution,

- Account statements, passbooks, certificates of deposit (CDs),
- Broker's statements showing value of stocks or bonds and the earnings credited to the family. Earnings can be obtained from current newspaper quotations or brokers' verifications (oral or written), and
- IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next twelve (12) months.

### **Interest Income from Mortgages or Similar Arrangements**

- A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next twelve (12) months (a copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown),
- Amortization schedule showing interest for the twelve (12) months following the effective date of the certification or recertification.

### **NET RENTAL INCOME FROM PROPERTY OWNED BY FAMILY**

- IRS Forms 1040 with Schedule E (Rental Income),
- Records from the property management company handling the rental property,
- Copies of most recent rent receipts, leases, or other documentation of rent amounts,
- Documentation of allowable operating expenses of the property (e.g. tax statements, insurance invoices and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense), and
- Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income from the property.

## ***F. Verification of Assets***

### **CURRENT MARKET VALUE**

The PHA will require the information necessary to determine the current cash value of the family's assets (the net amount the family would receive if the asset were converted to cash). The following are examples the PHA will use to determine current cash value of assets:

- Verification forms, letters, or documents from a financial institution or broker (including copies of closed documents),
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker,
- Quotes from a stockbroker or realty agent as to the net amount the family would receive if they liquidated securities or real estate,

- Real estate tax statements if the approximate current market value can be deduced from assessment,
- Financial statements for business assets,
- Copies of closing documents showing the selling price and the distribution of the sales proceeds,
- Appraisals of personal property held as an investment, and
- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

**Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Prior to Effective Date of Certification or Re-certification:**

For all certifications and re-certifications, the PHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two (2) years prior to the effective date of the certification or re-certification.

If the family self-certifies that they have disposed of assets for less than fair market value (FMV), the PHA requires verification (or self-certification) setting forth: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the FMV of the assets at the time of disposition. Third party verification will be obtained whenever possible.

***G. Verification of Allowable Deductions from Income***

CHILDCARE EXPENSES

Non-reimbursable childcare expenses for children under thirteen (13) years of age shall be deducted from annual income if they enable a family member to actively seek employment, to be employed, or to further their education to comply with federal law.

For disabled children thirteen (13) years of age or older, refer to the section titled Allowances for Disability Assistance Expense.

In the case of a child attending private school, only before or after-hours care can be counted as childcare expenses.

Childcare expenses must be reasonable. "Reasonable" expenses are determined by what the average allowance expense rates are in the PHA's jurisdiction.

Allowing deductions for childcare expenses is based on the following guidelines:

- Childcare to work: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The 'person enabled to work' will be the adult member of the household who earns the least amount of income from working.

- Childcare for work: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one-hour travel time to and from school).
- Amount of Expense: The PHA may survey the local care providers in the community and use other surveys to determine what is reasonable. The PHA will use the collected data as guidance. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.

When the person who is enabled to work is a person with disabilities who receives Earned Income Disregard (EID) or is a full-time student whose earned income above \$480 is excluded, child care costs related to enabling the family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes fifteen thousand (\$15,000) but because of the EID, only five-thousand (\$5,000) is included in annual income, child care expenses are limited to five-thousand (\$5,000)

The PHA will require the family to provide verification of childcare expenses. Such verification may include, but is not limited to:

- Copies of cancelled check or money order receipts from a childcare service;
- Receipts from an unlicensed childcare provider that has been third-party verified by a PHA employee, or
- Receipts, letters, or a printout from a licensed agency providing the childcare service.

Verifications must specify the child care provider's name, address, telephone number, Social Security number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid. The verification must account for school and vacation periods.

A family must certify as to whether any of those payments have been or will be paid or reimbursed by outside sources.

At no time are child support payments paid by a household member considered a deduction from income (as child support payments are legal obligations and not voluntary payments).

#### UNREIMBURSED MEDICAL EXPENSES (24 CFR §5.611(a)(ii)):

Families who claim unreimbursed medical expenses will be required to submit a certification as to whether such expenses have been, or will be, reimbursed by an outside source (e.g. medical insurance). All documentation required to grant the medical expense deduction(s) must be presented to the PHA prior to the deduction being granted in order to verify whether the expense qualifies as an unreimbursed medical expense. If the documentation is not presented to the PHA prior to the effective date of recertification, any unverifiable medical expense deductions will not be granted and the recertification

will be deemed complete. The family may produce additional information regarding their medical expenses so that a deduction may be granted through an interim recertification. The PHA will use one or more of the methods listed below to verify all claimed unreimbursed medical expenses:

- Written verification by a medical professional (within their professional field), hospital or clinic personnel, dentist, or pharmacist of: (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills, and (b) extent to which those expenses will be reimbursed by medical insurance or a government agency (e.g. the Department of Developmental Services [DDS] for individuals with developmental disabilities);
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family;
- Written confirmation from the Social Security Administration (SSA) of Medicare premiums to be paid by the family over the next twelve (12) months (a computer printout will be accepted);
- Receipts, cancelled checks, or payment stubs that verify past medical costs or past insurance expenses that is likely to be incurred in the next twelve (12) months;
- Copies of payment agreements or the most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months;
- Receipts or other records of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. The PHA may use this approach for "general medical expenses" such as non-prescription medication and other items, as prescribed by a physician, and regular visits to doctors or dentists, but not for one-time, non-recurring expenses from the previous year; and
- The PHA will use mileage, at the IRS rate, cab fare, bus fare, toll payments, or other public transportation costs to verify the cost of travel directly related to medical treatment. In cases involving monthly travel passes where trips are unlimited during the time period covered by the pass, the PHA will calculate the actual amount of monthly trips the individual has taken for purposes of medical treatment (or the cost of the monthly pass, if this amount is the lower of the two).

Attendant Care:

- The PHA verification form must be completed by provider;
- The attendant's written certification of payments received from the family, frequency of payment receipt, and number of hours of care provided; and
- Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:



- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus(es), and
- In situations in which the person with disabilities is employed, a statement from his or her employer that the auxiliary apparatus is necessary for employment.

## **H. Verifying Non-Financial Factors**

### VERIFICATION OF LEGAL IDENTITY

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required:

- Birth certificate or naturalization papers accompanied by state or federal photo identification,
- Current, valid driver's license, or state identification card,
- U.S. military discharge (DD 214),
- U.S. passport, and/or
- Department of Human Assistance (DHA) Identification Card accompanied by state or federal photo identification.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Birth certificate,
- Adoption papers,
- Court-ordered custody agreement,
- Driver's license,
- U.S. passport, or
- Naturalization paperwork.

### FAMILIAL RELATIONSHIPS

Self-Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification. The following verifications will be required if certification is insufficient:

Verification of relationship:

- Official identification card showing name, or
- Birth certificate.

Verification of guardianship:

- Court-ordered Letters of Guardianship,

- Notarized Affidavit/Statement from the children(s) parent(s),
- Verification from social services agency, or
- School records.

#### Verification of Marital Status

- Certificate of Marriage
- Divorce Decree
- Court Records.

#### VERIFICATION OF PERMANENT ABSENCE OF FAMILY MEMBER

If the family reports that a former household member is now permanently absent, the PHA will consider any of the following as verification of the former household member's permanent absence:

- Petition for divorce,
- Petition for legal separation,
- Order of protection/restraining order (including a move-out order) obtained by one family member against another,
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement,
- Statements from other agencies, such as social services agencies, that the adult family member is no longer living in the household,
- If the family member is incarcerated, a document from the court or correctional facility should be obtained stating how long he or she will be incarcerated, or
- If no other proof can be provided, the PHA will accept a self-certification from the head of household or the spouse or co-head if the head of household is the absent member.

#### VERIFICATION OF CHANGE IN FAMILY COMPOSITION

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, postal verification and other sources.

#### VERIFICATION OF DISABILITY

In order to verify a family member's disability, the family member may provide the PHA with proof of benefit payments from the Social Security Administration (SSA) in the form of Supplemental Security Income (SSI) based on disability or Social Security Disability Insurance (SSDI). Additionally, the family member with the disability may provide the PHA with proof that he or she qualifies as an individual with a developmental disability under California Welfare and Institutions Code §4500 et. seq. (the Lanterman Act) and is a consumer of a regional center funded by the California Department of Developmental Services (DDS). The individual with the disability may also provide verification of his or

her disability from an appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format. Receipt of a VA letter stating that the Veteran receives “Service Connected Disability” will also suffice as verification of a disability.

#### VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS (24 CFR §§ 5.508, 5.510, 5.512, 5.514)

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Ineligible family members have either been declared ineligible, or elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

The PHA will not require citizens to provide documentation of citizenship. However, U.S. citizens or naturalized citizen are required to sign an affidavit under penalty of perjury stating that they are U.S. citizens.

Eligible immigrants who were residents and were age sixty-two (62) or over on June 19, 1995 are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents, which the PHA will photocopy (front and back) and return to the family. The PHA verifies the status through the Systematic Alien Verification or Entitlements (SAVE) Program through the U.S. Citizenship and Immigration Services (USCIS) agency. If this primary verification fails to verify status, the PHA must request within ten days that the USCIS conduct a manual search to ascertain immigration status.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse. In cases where the ineligible family member is the head of household and no other adults are in the home, his or her signature will suffice.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully must provide their student visa, but their status will not be verified and they do not sign a declaration. Instead, they will be listed on the statement of ineligible household members.

#### **FAILURE TO PROVIDE**

If an applicant or resident family member fails to sign the required declarations and consent forms or fails to provide the PHA with required documents, he or she must be listed as an ineligible member. If the entire family fails to provide and sign required documents, the family may be denied or terminated for failure to provide required information.

## **TIME OF VERIFICATION**

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other eligibility factors so the PHA can make a final eligibility determination. For family members added after other members have been verified, the verification occurs at the interim recertification, after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

## **EXTENSIONS OF TIME TO PROVIDE DOCUMENTS**

The PHA will grant an extension of thirty (30) days for families to submit evidence of eligible immigrant status.

## **ACCEPTABLE DOCUMENTS OF ELIGIBLE IMMIGRATION STATUS:**

The HUD regulations state that only the following documents are acceptable unless changes are published in the Federal Register:

- Resident Alien Card (I-551),
- Alien Registration Receipt Card (I-151),
- Arrival-Departure Record (I-94) – only acceptable if annotated or along with other court or INS/USCIS documents per 24 CFR §960.200,
- Temporary Resident Card (I-688), which must be annotated Section 245A or Section 210,
- Employment Authorization Card (I-688B), which must be annotated Provision of Law 274a.12(11) or Provision of Law 274a.12, or
- Receipt issued by the INS/USCIS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents related to U.S. citizenship/eligible immigrant status must be maintained by the PHA for five (5) years.

## **VERIFICATION OF SOCIAL SECURITY NUMBERS (24 CFR §5.216)**

All applicants and persons who are later added to the household are required to disclose their social security numbers, with the exception of the following individuals:

- a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
  - a. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is not eligible for housing assistance and cannot be housed.
  - b. A family that consists of two or more household members, at least one of who has eligible immigration status, is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR §5.520. The PHA may not deny assistance to mixed families due to

nondisclosure of a SSN by an individual who does not contend to have eligible immigration status.

- b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid. PHAs may confirm HUD's validation of the participant's SSN by viewing the household's Summary Report or the Identity Verification Report in the EIV system.
- c. Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

*SSN Documentation:*

Acceptable evidence of the SSN consists of:

- a. An original SSN card issued by SSA,
- b. An original SSA-issued document, which contains the name and SSN of the individual, or
- c. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

*Individuals without an assigned SSN:*

Some individuals do not have a SSA-assigned SSN. The following are some examples of individuals without a SSN:

- a. Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth),
- b. Non-citizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA confirmation of the individual's USCIS/DHS documentation or confirmation that the individual is required by law to provide a SSN to receive general assistance (GA) benefits they already have qualified for),
- c. Non-citizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN),

The PHA will require citizens and lawfully present noncitizens who state that they have not been assigned a SSN by the SSA, to sign a written declaration of such a status under the penalty of perjury and submit the signed declaration to the PHA. The PHA will maintain the declaration in the resident file.

The PHA will use the Alternate ID (ALTD ID) generator within the Public and Indian Housing Information Center (PIC) to generate a unique identifier for those individuals who do not have or are unable to disclose a SSN.

Once an individual discloses a SSN, the PHA will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within 30 calendar days of receipt of the SSN.

*Rejection of Social Security Number Documentation:*

The PHA may reject documentation of the SSN provided by the applicant or participant only for the following reasons:

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

The PHA will explain to the applicant or participant, the reason(s) the document is not acceptable and request that the individual obtain acceptable documentation of the SSN and submit it to the PHA within a specified time frame.

1. Addition of a New Household Member:

When a participant requests to add a new household member to the family who is six years of age or under and has an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced below at the time of such request, or at the time of processing the interim or annual reexamination of family income and/or composition.

Acceptable evidence of the SSN consists of:

- An original SSN card issued by the SSA;
- An original SSA-issued document, which contains the name and SSN of the individual; or
- An original document issued by a federal, state, or local government agency that contains the name and SSN of the individual.

If the family is unable to provide the required documentation of the SSN, the PHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member, who is under the age of six (6) and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in HUD Notice PIH 2012-10(HA) Section 6, within 90 calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the PHA will grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include, but are not limited to, delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The PHA should generate an ALT ID as referenced in Section 10 of HUD Notice PIH 2012-10 (HA). Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the assistance, tenancy, or both of the entire family.

*Penalties for Failure to Disclose and/or Provide Documentation of the SSN:*

The following penalties apply for noncompliance with the SSN disclosure and documentation requirements:

- a. Applicants: The PHA must deny the eligibility of an applicant if s/he (including each member of the household required to disclose their SSN) does not disclose a SSN and/or provide documentation of such SSN.

Applicants to the Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program for Homeless Individuals, under 24 CFR Part 882, may be admitted to the program without providing the requested documentation (prior to or at admission); however, the individual must provide the PHA with such documentation within 90 calendar days from the date of admission. The PHA may grant the individual one 90-day extension, at its discretion, if it determines that the individual's failure to comply with the SSN documentation requirement was due to unforeseen circumstances and was outside the control of the family. If, upon the expiration of the provided time period, the individual fails to comply with the SSN disclosure and documentation requirements, the PHA must terminate the tenancy or assistance, or both of the individual.

- b. Participants: The PHA will terminate the assistance of the entire household if each member of the household required to disclose their SSN does not disclose their SSN and provide the required documentation.

However, if the family is otherwise eligible for continued assistance the PHA, at its discretion, may defer the family's termination and provide the family an opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the PHA determined the family was not in



compliance with the SSN disclosure and documentation requirement, if the PHA determines:

1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.

If the family is unable to comply with the requirements by the specified deadline, the PHA must terminate the housing assistance of the entire family.

Social Security numbers must be provided as a condition of eligibility for all family members. Verification of Social Security numbers will be done through a Social Security card issued by the Social Security Administration.

If a family member cannot produce a Social Security card, only the documents listed below showing their Social Security number may be used for temporary verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security card information provided is/are complete and accurate:

- Verification of benefits or SSN from Social Security Administration,
- Identification card issued by a federal, state or local agency,
- Identification card issued by Medicare/Medicaid, or
- Benefit award letters from government agencies.

The adult family member will need to apply for and supply an actual social security card within 90 days of the temporary verification. New family members six years of age and older will have and make available their Social Security card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

When a participant requests to add a new household member who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in Section 6 of HUD Notice PIH 2012-10 (HA) within 90 calendar days of the child being added to the household.

If an applicant or resident is able to disclose the Social Security number but cannot meet the documentation requirements, he or she must sign a certification to that effect provided by the PHA. The applicant/resident or family member will have an additional sixty (60) days to provide proof of the Social Security number. If they fail to provide this documentation, their application or assistance will be terminated.

In the case of an individual at least sixty-two (62) years of age the PHA may grant an extension for an additional sixty (60) days (for a total of one hundred twenty [120] days) to provide the required documentation. If, at the end of this time period, the elderly individual has not provided this documentation, the individual's assistance will be terminated.

If the family member states they have not been issued a Social Security number, the family member will be required to sign a certification to this effect.

### ***I. Verification of Waiting List Preferences***

The Waiting List preferences will be verified prior to determination of eligibility (see Chapter 4 – Resident Selection and Assignment Plan for preferences).

### ***J. Involuntary Displacement: By Disaster, Government Action, or Inaccessibility***

Families who claim they are being or have been displaced due to a natural disaster, government action, or inaccessibility are required to provide written verification by the displacing unit or agency of government, or by a service agency such as the Red Cross.

### ***K. Verification of Suitability for Admission***

- Refer to Chapter 2 – Eligibility for Admission.

## **Chapter 8: TRANSFER POLICY**

### **INTRODUCTION**

Transferring of families from one public housing unit to another is costly both to the PHA and the families. However, it is the policy of the PHA to permit residents to transfer within or between housing developments when it is necessary to comply with occupancy standards or when it will help accomplish the affirmative housing goals of the PHA. The transfer policy will be carried out in a manner that does not violate residents' fair housing or civil rights.

All transfers (voluntary and involuntary) in which the family owes a balance to the PHA will require a payment agreement between the PHA and the family (and must be signed by all adult household members and the PHA). These types of debts owed to the PHA by families may include back rent, maintenance charges, move-out charges, fire damage, late fees, etc.

The PHA will consider a request to transfer as a reasonable accommodation for a person with a disability.

### **A. *Involuntary (Mandatory) Transfers***

#### **DIFFERENT-SIZED UNIT**

The PHA may require the resident to transfer to a different-sized unit if the resident's family composition changes or other good cause exists for the PHA to make the transfer. The PHA will collect a new deposit in the amount in effect at the time of the transfer unless a family requests a pre-move out inspection and, based on that inspection, the PHA expects that all or substantially all of the security deposit will be refunded to the family. In that case the PHA will transfer the balance of the existing deposit to the new unit and family will be responsible for paying the remaining deposit balance (if any) at move-in time. The PHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list which will be reviewed for need-based transfers prior to offering a unit to a family in the wait pool.

#### **OUT OF AN ACCESSIBLE UNIT**

The PHA may require a non-disabled resident to transfer from a disabled-accessible/adaptable unit to a unit that is not disabled-accessible/adaptable, when a family needs the unit with the modifications. The resident's deposit will be transferred to the new unit and the PHA will pay for moving expenses.

## **EMERGENCY TRANSFERS**

The PHA will authorize an emergency transfer for a participant family if the resident's unit has been damaged by fire, flood, or other causes to such a degree that the damages are hazardous to life, health or safety and the unit is not habitable. In these cases, only one unit that is appropriate in size and/or accessibility may be available. Therefore, the family will be required to move without a second unit offer.

If the damage was caused by negligence of the resident, a member of the resident's household, or a guest, the reasonable expense of repairing such damage will be charged to the resident, along with all moving expenses, and the household may be subject to eviction from public housing.

## **SPECIAL CIRCUMSTANCES TRANSFERS**

The PHA will authorize transfers under special circumstances for a participant family if one of the following conditions occurs:

- The resident's unit is being modernized or significantly remodeled<sup>1</sup>,
- The PHA determines it is necessary to rehabilitate, demolish, or sell the resident's unit (if a sale, the resident may have an opportunity to purchase the home after renovation)<sup>2</sup>, or
- The PHA has a need, at the discretion of its Director, to transfer the household to another unit and the resident voluntarily agrees to such transfer.

Residents will not be required to pay a new security deposit for special circumstances transfers, except when the transfer is due to uninhabitability of the unit caused by the resident (e.g. due to the resident's poor housekeeping practices). If a resident's unit becomes uninhabitable, and he or she is responsible for the damages, the resident will be required to pay a security deposit when transferring to a new unit. When a resident is required to transfer to another unit due to uninhabitability of the current unit, and the damages are not the resident's fault, he or she will be allowed to transfer with the current security deposit. However, if the uninhabitability of the unit was caused due to damage by the resident, he or she will be required to reimburse the PHA for the costs of repairs. Failure to do so is equivalent to refusing a unit offer and will result in termination of the lease.

In the case of involuntary (mandatory) transfers, the resident shall be required to move into the dwelling unit that is made available, after two offers by the PHA. The PHA may terminate the resident's lease if he or she refuses to move. The resident shall be given thirty (30) days' Notice of Lease Termination in this situation. The unit options may not be

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<sup>1</sup> Please see 42 United States Code (USC) Chapter 61 – Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs. 42 USC §§ 4621-4638 provides for Uniform Relocation Assistance to individuals displaced as a result of “programs or projects undertaken [...] with Federal financial assistance [...] caused by [...] rehabilitation, demolition, code enforcement, and acquisition[.]” (See also 24 CFR Part 42 and 49 CFR Part 24.)

<sup>2</sup> *Id.*

offered in quick succession to each other, as offers are based on availability of suitable units.

### **Appropriate notice for transfers**

Residents who have submitted transfer requests will be provided with a referral letter stating that a unit meeting their needs has become available for transfer. The resident will have 10 business days to place a deposit on the unit, sign the appropriate paperwork, and move into the new unit. The PHA will consider mitigating circumstances if the resident requires more time to complete the transfer. All current public housing residents will be required to sign a Transfer Addendum, and new residents will sign a Transfer addendum at move-in.

Involuntary transfers for reasons other than safety or rehabilitation are subject to the *Grievance Policy & Procedure (see Chapter 13)*. Transfers will be delayed until such time as the grievance request has expired or the grievance process has been completed.

## **B. Voluntary Transfers**

The PHA will consider resident requests for voluntary transfers in accordance with the priorities noted in Section C below. Residents must complete a *Transfer Request* form and provide documentation in support of the request.

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory (involuntary) transfer, the transfer list will be reviewed for other families desiring a (voluntary) transfer.

A family may be eligible to transfer for valid and certifiable reasons, such as enabling the family:

- To live within fifteen (15) miles of the place of employment of at least one family member, after the employed family member has completed the employer's new-hire probationary period.
- To live within fifteen (15) miles of the school or job training program that at least one adult member of the family is attending on a full time basis, after proof of registration is received.
- To live within fifteen (15) miles of a day care provider for the children of a working parent.
- To be protected from a domestic violence situation (this may also qualify as a special circumstances transfer if it is prioritized as an emergency situation). Please see Chapter 17 for information on Involuntary Transfers.
- To split households due to either marital or partnership dissolution. The PHA will only acknowledge splitting the household when both parties were part of the initial application.

If the resident makes a written request for special unit features to accommodate a documented disability the PHA will make reasonable modifications to the resident's existing unit. However, if the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit the PHA may transfer the resident to another unit that already has the requested modifications (e.g. grab bars installed in bathrooms). Examples of voluntary transfers for reasonable accommodation include:

- To live within fifteen (15) miles of a required medical treatment center. When multiple medical providers exist, a requested accommodation could be to live within fifteen (15) miles of the most frequently visited treatment center or primary physician.
- To move from an upstairs to a downstairs unit for medical or accessibility reasons (e.g. use of a walker or wheelchair for an individual with mobility impairments).

Prior to approval of voluntary transfers the resident, except for emergencies or medical hardship, must be in good standing with the PHA according to the following additional qualifying criteria:

- Rent (and payment agreements) must be current and paid in full,
- Other charges (and payment agreements) must be current and paid in full,
- Interim and annual re-certifications must be current, and
- There must be no unresolved lease violations or an eviction pending.

Residency requirements, except for emergencies or medical hardship, are as follows:

- Twenty-four (24) months after initial move in or previous transfer.

The PHA does not allow residents to transfer from one unit to another within the same building or development except as a reasonable accommodation for a family member with a disability or when the move is mandatory per the request of the PHA.

The PHA policy is not to grant a transfer request solely to accommodate neighbors who cannot get along. An exception to this policy may only be granted by the Regional Manager with approval from the Assistant Director after all attempts at mediation have failed.

The PHA retains the right to suspend voluntary transfers. Resident shall be responsible for a new security deposit and their own moving expenses for all approved voluntary transfers.

### **C. Reasonable Accommodation Transfers**

The PHA is required to provide reasonable accommodations for participants who have verified disabilities so they may receive equal opportunity to access program benefits or to reach the same level of opportunity as residents without disabilities. If a resident makes

a written request for special unit features in support of a documented disability and there is a nexus between the requested accommodation and the disability the PHA will make reasonable accommodations to modify the resident's existing unit. If the cost and extent of the modifications requested pose an undue financial hardship, the PHA may transfer the resident to another unit with the features requested at the PHA's expense. Note: while the PHA would prefer all reasonable accommodations requests to be in writing, verbal requests for reasonable accommodations will be considered as well.

The PHA will fully comply with the obligations found in all HUD PIH Notices, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), the Architectural Barriers Act of 1968, and the Fair Housing Act and subsequent amendments thereto. To request a reasonable accommodation due to a disability, an applicant or participant must qualify under the following ADA definition of an individual with a disability, which is someone who has:

- A physical or mental impairment that limits that individual's ability to participate in major life activities (e.g. working),
- Having a record of such impairment, or
- Being regarded as having such impairment.

Notwithstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for low-income housing solely on the basis of any current drug use or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist even if they stopped abusing drugs or alcohol.

#### ***D. Transfer Waiting List***

The Transfer Waiting List will be maintained by date of approval in rank order by:

- Displacement due to federal action (24 CFR 5.40)
- Emergency (including VAWA transfers),
- Medical hardship,
- Household over-housed or under-housed (unit too large or small), and
- All other reasons.

Families on the Transfer Waiting List will be offered two (2) units. If the family refuses both units and the transfer is a voluntary transfer, the family will be removed from the transfer list unless the PHA determines that the refusal was made for good cause. The family will have to wait twenty-four (24) months before reapplying for a transfer. If the move is a required move and the resident refuses the two units offered for other than good cause the lease will be terminated. The PHA reserves the right to make the final determination on all non-mandatory transfers.

## **TRANSFER VACATE CHARGES**

Residents with approved transfers are allowed three days of overlap between the unit transferred from and the unit transferred to. The resident will sign an agreement that will specify that the keys to the former unit must be returned within three (3) days or the resident will pay a \$25.00 daily storage fee. On the fourth (4<sup>th</sup>) day following the transfer date, PHA will issue a Notice of Belief of Abandonment and will continue charging a \$25.00 daily fee until unit keys are surrendered and/or the notice expires, whichever occurs first.

Where personal property (e.g. vehicles) remains on the premises after a tenancy has terminated and the premises have been vacated by the resident, the PHA will give written notice to the resident the landlord reasonably believes to be the owner of the personal property.

The notice shall advise the person to be notified that reasonable costs of storage may be charged before the property is returned, where the property may be claimed, and the date before which the claim must be made. The date specified in the notice shall be a date not less than 15 days after the notice is personally delivered or, if mailed, not less than 18 days after the notice is deposited in the mail.

The resident will be responsible for damages beyond normal wear and tear to the unit from which the resident was transferred, in accordance with the *Schedule of Fees and Charges* and state law, which may include prorated charges for painting and cleaning. If a resident transfers to another dwelling unit operated by the PHA, the lease shall terminate for the old unit and a new lease shall be executed for the new dwelling unit. Any debt incurred by the resident while he or she occupied the former rental unit will transfer to the lease of the new rental unit.

## **GOOD CAUSE CRITERIA FOR RESIDENT DENIAL OF VOLUNTARY TRANSFER**

If the resident has refused an approved voluntary transfer request, he or she will be removed from the transfer list unless the PHA determines that the refusal was made for good cause.

Good cause may include the following:

- The new unit is more than fifteen (15) miles from the place of employment of at least one (1) member of the family and the employed family member has completed the employer's new-hire probationary period.
- The new unit is more than fifteen (15) miles from the school or job training program that at least one adult member of the family is attending; or
- Travel to the doctor or other healthcare provider from the new unit would create a hardship for an elderly or disabled member of the family.
- To accommodate a minor student enrolled in his or her school of origin.



The hearing requirements described in Chapter 13 are applicable to participating families who disagree with an action, decision, or inaction of the PHA regarding transfers.

## Chapter 9: LEASING (24 CFR §966.4)

### INTRODUCTION

It is the PHA's policy that all units be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations (see 24 CFR Part 966). This chapter describes pre-leasing activities and the PHA's policies pertaining to lease execution, security, other charges, and additions to public housing leases.

### **A. Lease Terms and Conditions**

The following terms and conditions of occupancy are made a part of the lease.

#### LEASE REQUIREMENTS

The initial term of the lease is 12 months. The lease will renew automatically for 12-month terms unless there has been a change in household composition relating to the addition or deletion of an adult family member and except for noncompliance with the community service requirements, as described in the Chapter 15.

#### PROVISION FOR MODIFICATION

Changes to the public housing lease, other than changes in the resident's rent amount, shall be by written addendum signed by both the PHA and the resident. Additional information, including but not limited to, this *Admissions and Continued Occupancy Policy (ACOP)*, *Schedule of Fees and Charges*, *Schedule of Utility Allowances*, *Grievance Procedure*, etc. are all incorporated into the lease by reference and may be changed from time to time by the PHA. Residents will be given thirty (30) days written notice setting forth the proposed changes and the reasons for the changes. The notice will also provide the resident with an opportunity to make written comments regarding the proposed changes.

#### THE PHA'S OBLIGATIONS:

- To maintain the premises and the property in decent and safe condition,
- To comply with the requirements of applicable building and housing codes and HUD regulations materially affecting health and safety,
- To make necessary repairs to the premises, including those necessary to comply with HUD's Uniform Physical Condition Standards (UPCS),
- To keep property, buildings, facilities and common areas, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition,
- To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including

elevators supplied or required to be supplied by the PHA (excluding consumable or disposable items that disintegrate over a period of time by use of the resident),

- To provide and maintain appropriate receptacles and facilities for the deposit of garbage and other waste removed from the premises by the resident,
- To supply running water, reasonable amounts of hot water, and heat at appropriate times of the year, except where heat or hot water is within the exclusive control of the resident, and
- To notify the resident of the specific grounds for any proposed adverse action by the PHA such as proposed lease termination, transfer of resident to another unit, or imposition of charges for maintenance or repair.

#### THE RESIDENT'S OBLIGATIONS (INCLUDING HOUSEHOLD MEMBERS AND GUESTS):

- Each approved family member listed on the HUD 50058 form must live in the unit and the unit must be the resident's only place of residence.
- Residents must pay rent or other charges due under the lease (e.g., maintenance charges and late charges [see *Schedule of Fees and Charges*])  
Note: Unless the resident states otherwise, payments are applied as follows: Security Deposit, Monthly Rent, Maintenance Charges, Recovery of Attorney Fees, and Other Charges.
- Residents must not assign the lease or sublease all or any room of the unit. Any attempt to assign or sublease the dwelling unit shall void the lease.
- Residents must not provide accommodations for boarders or lodgers. Residents must use the dwelling as identified on the *Data Collection Sheet addendum* to the lease.
- Residents must not use the dwelling unit or permit its use for any other purpose, including mailing, for any persons not listed on the lease (residents may not allow non-household members to use the unit as a "mailing address" for any reason [e.g. registration or licensing of vehicles with the DMV or use on a driver's license or identification card issued by the DMV]).
- Residents must pay charges, within thirty (30) days, for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the conduct of the resident, household members, or guests. Charges not paid within 30 days, or charges to the resident for damage to the property related to fire, flood, or other occurrence that puts the charge beyond the resident's ability to pay within 30 days will be subject to a repayment agreement between the resident and the PHA. The term of the repayment agreement will not exceed 12 months unless the PHA agrees to extend the term. If the charges are for damages caused by resident requiring transfer to another unit, the repayment agreement will become an addendum to the new lease.
- Rent is due and payable no later than the first day of each month. Allocating a grace period, any rent received after the fifth day of each month will be considered delinquent and will be subject to a late charge. Being delinquent in the rent payment more than four (4) times during the twelve (12) month term of the lease shall constitute a material breach of the lease, and subject the

- resident to lease termination unless any such delinquency is outside the control of the resident and is documented by the resident to the satisfaction of the PHA.
- Residents must abide by any *House Rules* for the benefit and well-being of the housing development and other residents.
  - Residents shall abide by housekeeping standards set forth by the PHA, per lease addendum.
  - Residents must comply with all obligations imposed by applicable building and housing codes materially affecting health and safety.
  - Residents shall maintain the dwelling unit and other areas (e.g. patios) assigned to the resident for the resident's exclusive use in a clean, safe, and sanitary condition.
  - Residents must dispose of all garbage and other waste from the dwelling unit in a sanitary and safe manner.
  - Residents shall use in a reasonable manner all electrical, plumbing, heating, ventilation, air conditioning, elevators, and other facilities and systems in the development buildings and common areas.
  - Residents must refrain from scattering garbage, destroying, defacing, damaging, or removing any part of the dwelling unit or development.
  - Residents must conduct themselves and ensure that their household members and guests in the dwelling unit or in the common area of the development with the resident's consent, in a manner which will not disturb other residents' (including those who are not residents of low-rent public housing) peaceful enjoyment of their housing and which will be conducive to maintaining the development in a decent, safe, and sanitary condition.
  - Residents must report to the PHA any incarceration, parole, probation, or criminal conviction of any adult member of the household that occurred after admission to the public housing program.

RESIDENTS MUST ASSURE THAT NO MEMBER OF THE HOUSEHOLD OR THEIR GUESTS ENGAGE IN:

- Any harassing activity or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents, the PHA management staff working or residing on the premises, or by persons residing in the immediate vicinity of the premises,
- Any drug-related or violent criminal activity on or off the premises. For the purposes of the public housing lease, the term "drug-related criminal activity" means the illegal possession, manufacture, sale, distribution, use or possession of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug (24 CFR §5.100), or
- Alcohol abuse the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

**THE RESIDENT MUST ENSURE THAT NO OTHER PERSON UNDER THE RESIDENT'S CONTROL ENGAGES IN:**

- Any harassing activity or criminal activity including drug activity or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents, PHA management staff working or residing on the premises, or by persons residing in the immediate vicinity of the premises, or
- Any drug-related or violent criminal activity on the premises.

**ADDITIONAL RESIDENT OBLIGATIONS:**

The resident agrees not to do any of the following in the dwelling unit without first obtaining the PHA's written permission:

- Operate a business, (unless the business is a family daycare home that serves six (6) or fewer children, in which case the resident agrees to notify the PHA in writing thirty (30) days prior to commencement of the operation of the family daycare home). When the resident wishes to operate a family daycare home that serves seven (7) or more children, the resident must obtain the PHA's prior permission. Where the PHA's permission to operate a business is required, the PHA's permission may be revocable at any time.

The resident acknowledges and agrees that written permission from the PHA to do any of the above does not diminish or abrogate the resident's obligation to abide by all provisions of the lease, attachments to the lease or this ACOP.

- Dismantle, change or remove any part of the PHA owned appliances, fixtures or equipment,
- Paint or install wallpaper or contact paper in the unit,
- Attach awnings or window and door security bars,
- Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds,
- Attach any shelves, screen doors, or other permanent fixtures,
- Install or alter carpeting, resurface floors or alter woodwork,
- Install washing machines or dryers unless appropriate connections are available in the dwelling unit,
- Install any antennas or satellite dishes (see antenna and satellite dish policy),
- Install additional or different locks or gates on any doors or windows,
- Install alarm(s) or security system(s),
- Tamper, destroy, or dismantle any safety devices, such as pull cords, fire extinguishers, or smoke detectors,
- Install a window HVAC unit, or
- Possess a waterbed or liquid filled-furniture.

The resident acknowledges and agrees that written permission from the PHA to do any of the above does not diminish or abrogate the resident's obligation to abide by all provisions of the lease, attachments to the lease or this ACOP.

The resident further agrees:

- To abide by the provisions of the PHA's *Pet Policy/Agreement* (see Chapter 10 – *Pet Policy*).
- Not to create (by act or omission) or permit to exist, any condition on the premises, which results in risk to personal health or safety of any person or damage to property.
- Provide for the uninterrupted provision of electric and gas services.
- To immediately report to the PHA any vandalism to the premises or need for repair to the dwelling unit or common areas.
- To abide by housekeeping standards set forth by the PHA.
- Keep the unit and property free of trash and debris and maintain the cleanliness of walkways, stairs, landings, hallways, porches, and patios adjacent to the dwelling unit. Residents must water, mow and maintain lawns or other landscaped or paved areas adjacent to their dwelling units unless they or the dwelling unit has been given written exemption by the PHA\_(e.g. based on disability).
- To abide by provisions of the PHA parking policy.
- In developments where the unit's front door opens to an indoor common area (corridor), it is prohibited to prop this door open. The door may remain open for normal entry and exit only.
- Refrain from smoking inside the dwelling unit, PHA common areas, and PHA buildings or within 25 feet of any PHA building, per the Non-Smoking Addendum to the lease.

## NOTICES

- Any legal notice to resident from the PHA shall be in writing delivered personally to the resident, or
- If he or she is absent from their place of residence, a copy may be left with an adult member of the household and a copy sent through the mail addressed to the Resident, or
- If no adult household member is available the notice may be served by affixing a copy in a conspicuous place on the property, and also by sending a copy through the mail, addressed to the Resident, and
- Any legal notice the resident gives to the PHA shall be in writing and delivered to the area management office responsible for the development in which the dwelling unit is located.

## EMERGENCIES

Residents shall take every precaution to prevent fires. In the event the dwelling unit or building structure is damaged to the extent that conditions are hazardous to life, health, or safety of the occupants:

- In case of fire, residents shall immediately notify the fire department and the PHA.
- The PHA shall be responsible for repair of the dwelling unit. unless the damage is caused by the resident, members of the household, or guests. In these cases, the resident shall be responsible for the costs of repairing the unit.
- The PHA may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists (e.g. fire or flood).

If unit is deemed uninhabitable, the lease shall expire (see Chapter 8 - *Transfer Policy*, for information on emergency transfers).

#### **ABANDONMENT OF THE PREMISES**

The PHA may give a notice of belief of abandonment to the resident pursuant to California Civil Code Section 1951.3(b) only where the rent on the property has been due and unpaid for at least 14 consecutive days and the PHA reasonably believes that the resident has abandoned the property.

#### **WAIVER OF LEASE PROVISIONS**

The PHA does not give up any of its rights to enforce the provisions of the *Lease* unless it does so in writing.

#### **UNENFORCEABLE LEASE PROVISIONS**

The provisions of the *Lease* are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph, or any portion of any sentence of any paragraph in the *Lease* be found to be unenforceable due to any reason whatsoever, it is the intention of the parties that the remaining portions of this *Lease*, which are enforceable, remain binding and enforceable upon the parties.

#### **ATTACHMENTS AND ADDENDUMS TO THE LEASE**

Any revised attachments and addendums will be distributed at recertification. Attachments and addendums may include, but are not limited to:

- Data Collection Sheet
- 50058 Certification
- House Rules

- Housekeeping Standards
- Notice of Rent Adjustment
- Parking Policies
- Grievance Policy & Procedure (ACOP – Chapter 13)
- Lead Paint Notice & Protect Your Family from Lead
- Pet Policy/Agreement, when applicable
- Resident Rights & Responsibilities Notice
- Community Service Requirement
- Notice of Non-Discrimination
- *Schedule of Fees and Charges*
- Recycle Program
- Satellite Dish Policy
- Mold and Your Tenancy
- Bed Bug Policy
- Non-Smoking Policy
- Barbeque Policy
- Notice of Occupancy Rights
- VAWA Addendum

## **B. Lease Orientation**

Prior to execution of the lease a PHA representative will provide a lease orientation to the family head and spouse or co-head. The orientation may be conducted with more than one family. The family must attend an orientation before taking occupancy of the unit.

### **ORIENTATION AGENDA**

When families attend the lease orientation, they will be provided with:

- A copy of the Lease
- A copy of the PHA's lease and grievance procedure
- A copy of the House Rules

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Family Choice of Rents
- Orientation to the community
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Community Service
- Lead-based paint disclosure notice
- Lead hazard information pamphlet
- Bed Bug Policy



### **C. Execution of Lease**

The lease shall be executed by the head of household, co-head, spouse, and all other adult members of the household, and by an authorized representative of the PHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new residents
- A new lease is executed at the time of the transfer of a resident from one PHA unit to another (with no change in recertification date)
- If for any reason any signer of the lease ceases to be a member of the household, a new lease will be executed
- Lease signers must be persons legally eligible to execute contracts
- The names and date of birth of all household members are listed on the *Data Collection Sheet* at initial occupancy and at each subsequent recertification. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit
- Changes to resident rents are made upon the preparation and execution of a *Notice of Rent Adjustment* by the PHA, which becomes an amendment to the lease. This document will be included in the resident file as confirmation that the resident was issued proper notice.
- Households that include a live-in aide are required to execute a lease addendum authorizing the arrangement and describing the status of the aide
- Households that include a live-in aide will complete the Live-in Aide Certification form, showing that the live-in aide is not a party to the lease and is not entitled to PHA assistance even though they reside in the unit.

#### PERMISSIBLE AND REASONABLE MODIFICATIONS OF THE LEASE

The PHA may modify its form of lease from time to time giving residents an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A resident's refusal to accept permissible and reasonable lease modifications or those modifications required by HUD is grounds for termination of tenancy

### **D. Additions to the Lease**

Requests for the addition of a new member to the household must be approved by the PHA prior to the actual move-in of the proposed new member except in the case of birth, adoption or court awarded custody of a minor child.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including the criminal history report, of the proposed new member. Only new

members approved by the PHA will be added to the household. Live-in aides are added to the household but not to the lease.

#### Sex Offender Guidelines

- In accordance with 24 CFR982.553(a)(2), the PHA must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

#### Live-In Aide Guidelines

- Households that include a live-in aide will complete the Live-in Aide Certification form, showing that the live-in aide is not a party to the lease and is not entitled to PHA assistance even though they reside in the unit.

### **DETERMINING FACTORS FOR HOUSEHOLD ADDITIONS**

Household additions subject to screening:

- Spouse/Partner
- Live-in aide
- The parent or grandparent of the head, spouse, or co-head who is elderly or disabled
- A unit is occupied by a remaining family member(s) under age eighteen (18), (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household

Factors determining household additions which are not subject to screening:

- Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process

Factors determining household additions which may be subject to screening, depending on PHA discretion:

- Children below the age of eighteen (18), under which juvenile justice records are made available, who are added through a kinship care arrangement, are exempt from the pre-screening process

In such cases where the addition of a new member who has not been born, married, or legally placed into the family, and the addition will affect the bedroom size the family is currently eligible for, according to the PHA occupancy standards, the PHA will not approve the addition.

The PHA will not approve adding a family member to the lease if it will change the bedroom size of the family's current eligibility status. Such persons will be encouraged to apply to the waiting list. (Refer to Occupancy Guidelines)

Residents who fail to notify the PHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the *Lease*. Such persons are considered to be unauthorized occupants by the PHA and the entire household will be subject to eviction.

Family members age eighteen (18) and over who move from the dwelling unit to establish new households shall be removed from the lease. The resident must notify the PHA of the move-out within ten (10) days of its occurrence. When the family composition changes, the family will be reassessed to determine applicable unit size and if a change in the unit size is determined the family will be added to the transfer wait list.

Residents may not allow a visitor to stay overnight for more than thirty cumulative days in a twelve (12) month period without consent of management. If the family has mitigating circumstances, a family can request, in writing, for a visitor to stay over thirty (30) days up to sixty (60) days one management has approved the request. Any adult not included on the HUD 50058, who has been in the unit more than fourteen (14) consecutive days, or a total of fifteen (15) cumulative days in the month, will be considered to be living in the unit as an unauthorized household member. The PHA reserves the right to request written proof of domicile for any guest who is seen visiting the leased premises more than fourteen (14) days in a thirty (30) day period. Should a resident fail to provide such written proof of domicile, or should the fact be sufficient to evidence such guest's domicile in the lease premises, the PHA reserves the right to terminate the lease.

Absence of evidence of any other address may be considered verification that the visitor is an unauthorized household member. The PHA will verify through the following:

- Statements from neighbors and/or PHA staff
- Vehicle license plate verification
- Post Office records
- Driver's license verification
- Law enforcement reports
- Credit reports

Use of a unit address as the visitor's current residence for any purpose that is not explicitly temporary, may be considered evidence of permanent residence. The PHA will consider, among other relevant factors, whether the resident had knowledge that the unit address was used by the visitor prior to construing such use as permanent residence. Evidence that mail is addressed to the visitor at the household alone is not conclusive proof that the visitor is an unauthorized occupant; however, the PHA will take this fact into consideration in determining whether there is an unauthorized occupant in the household.

Minors and college students who were part of the family, but who now live away from home during the school year, and are not considered members of the household, may visit for up to ninety (90) days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than one hundred eighty-three (183) days per year, the minor will be considered to be an eligible visitor and not a family member. If both parents reside in Public Housing only one parent can claim the child for deductions and for determination for the occupancy standards.

Roomers and lodgers are not permitted to occupy a dwelling unit nor are they permitted to move in with any family occupying a dwelling unit.

Residents must advise the PHA when they will be absent from the unit for more than thirty (30) days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is grounds for termination of the lease absent good cause or mitigating circumstances.

### **Temporary Household Additions**

Temporary custody of a relative's children below the age of eighteen (18) due to kinship hardship situations may be approved at PHA's discretion under the following circumstances:

- Death of a parent with minor children
- Domestic violence that impacts minor children
- Parent of minor children that are incarcerated
- Parent financial burdens that may lead to minor child homelessness
- Severe illness of a parent with minor children
- Placement of a parent with minor children in a drug or alcohol abuse program
- To avoid placement of minor children in a group home or foster care by Child Protective Services (CPS)

Requests for the addition of hardship temporary custody of children to the household composition must be approved by the PHA prior to the actual move-in of the proposed new member. Following receipt of a family's request for approval the PHA will conduct a pre-admission screening including review of current housing occupancy standards, projected length of the temporary placement, and placement confirmation from an accredited government institution, medical professional or financial records.

Once approved, the PHA may allow temporary additions to the household composition, for children due to extended family member hardship for six (6) months. Time extension requests will be reviewed based on case circumstances. All income received for the support of minor children during temporary hardship custody must be reported to the PHA immediately.

College students temporarily home due to the COVID-19 pandemic or other states of emergency causing school closures and/or remote education, may visit for longer than ninety (90) days without being considered a member of the household. When the pandemic or state of emergency is lifted they will have 30 days from the date of the release to vacate the unit or they will be considered members of the household.

### **E. Leasing Units with Accessible or Adaptable Features**

[24 CFR §§ 8.27(a)(1)(2) and (b)]

Before offering a vacant accessible unit to a non-disabled applicant the PHA will offer such units:

- First, to a current public housing resident who has a disability that requires the special features of the vacant unit
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit

The PHA will require a non-disabled applicant to agree to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

- Deposit will transfer to new unit
- Resident will be responsible for move out charges
- PHA will be responsible for paying for moving expenses.

### **F. Utility Services**

Residents responsible for direct payment of utilities must abide by any and all regulations of the specific utility company including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to the PHA is a violation of the lease and is grounds for eviction.

### **G. Security Deposits**

New residents must pay a security deposit per the *Schedule of Fees & Charges* to the PHA at the time of admission. The PHA will hold the security deposit for the period the

resident occupies the unit. The PHA will refund to the resident or designee the amount of the security deposit less any amount needed to pay the cost of:

- Unpaid Rent
- The repair of damages to the unit, exclusive of ordinary wear and tear, caused by the resident or by a guest
- The cleaning of the unit upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was at the inception of the tenancy.

The PHA will refund the security deposit less any amounts owed within twenty-one (21) days after move out. An itemized list of any deductions along with copies showing the charges incurred for making repairs will be provided to the resident. If the repairs or cleaning cost are less than \$125, no documentation other than the itemized list is required.

The PHA will provide the resident or designee identified above with a written list of any charges against the security deposits that are resident caused items. If the resident disagrees with the amount charged to the security deposit the PHA will schedule a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged condition beyond normal wear and tear. All keys to the unit must be returned to the area management office upon vacating the unit.

The PHA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

If the resident voluntarily transfers to another unit, the PHA will collect a new deposit in the amount in effect at the time of the transfer and complete the disposition of account and forward any refund, if applicable, to the resident.

## **H. Rent Payments**

Resident shall pay the PHA monthly rent payable in advance on or before the first date of each calendar month. The rent is due and payable on the first day of each month. If the monthly rent is not paid in full before 5:00 PM on the fifth (5<sup>th</sup>) of each month, the PHA will collect a late charge in accordance with the PHA's *Schedule of Fees and Charges*. The PHA shall collect a fee on all returned checks in accordance with the PHA's *Schedule of Fees and Charges*.

## **I. Fees and Non-Payment Penalties**

If the resident fails to pay monthly rent by 5:00 p.m. on the fifth (5<sup>th</sup>) day of each month (the allocated grace period) a *14-Day Notice to Pay Rent or Quit/3-Day Notice running concurrently* will be issued. A late fee will be charged in accordance with the *Schedule of Fees and Charges*.

The resident will be charged for checks and electronic payments that are returned for non-sufficient funds (NSF), stop payments, or checks written on a closed account according to the *Schedule of Fees and Charges*. The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. In the event of a returned check, certified funds (money orders or cashier checks) will need to be submitted. Personal checks will no longer be accepted for the following six months.

Unless the resident states otherwise, payments will be applied in the following order:

- Security Deposit
- Monthly Rent (Applied to the oldest rent first)
- Maintenance Charges
- Recovery of Attorney Fees
- Other Charges

## **J. *Schedule of Fees & Charges***

The PHA's *Schedule of Fees & Charges* for special charges including, but not limited to services and repairs, which are incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the area management office and will be provided to residents upon request. Included in the *Schedule of Fees & Charges* will be amounts for fines for tampering with or dismantling safety equipment in the unit or on PHA property.

The adjusted rate in the *Schedule of Fees & Charges* does not reflect the trip charge. A trip charge will apply to all work determined to be resident caused. All requested repairs will also receive a charge when maintenance staff is denied access to the unit (without good cause) in order to complete the repairs. All trip charge rates are pre-determined with one rate applicable during normal business hours and a higher rate for after hours and on weekends.

All charges for repairs performed by vendors will be determined by actual cost. If a resident misses a scheduled appointment with a vendor without good cause he or she will be responsible for the vendor's service call fee.

Services not described in the *Schedule of Fees and Charges* will be charged at a fixed rate per hour during normal business hours and at a higher fixed rate for all after-hours work. If a bill is received for services and repairs, the resident will be required to pay the entire amount within thirty (30) days from the date of the bill.

## **K. *Modifications to the Lease***

*Schedules of Fees & Charges*, rules and regulations are subject to modification or revision. Residents will be provided at least thirty (30) days written notice of the reason(s) for any proposed modifications or revisions and they will be given an opportunity to

present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the area management office, and:

- Personally delivered and/or mailed to the resident at the dwelling unit; or
- In accordance with 24 CFR §966.5(b), the posting must be in at least three (3) places at each community in which residents affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

### **L. Cancellation of the Lease**

Cancellation of the resident's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

### **M. Inspections of Public Housing Units Initial Inspections**

The PHA and the resident will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection signed by the PHA and the resident will be kept in the resident's file and a copy will be given to the resident. Any adult member may sign the inspection form for the head of household.

#### VACATE/MOVE-OUT INSPECTIONS

The PHA will perform a move-out inspection when the family vacates the unit and will encourage the resident to participate in the move-out inspection.

The purpose of this inspection is to determine necessary cleaning and maintenance and whether there are damages that exceed normal wear and tear. The PHA will determine the extent of resident caused damages to the unit beyond normal wear and tear and charge according to the *Schedule of Fees & Charges*. Resident caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists the PHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

A pre-move out inspection must be conducted no more than fourteen (14) days prior to the vacate date. This is to allow the resident the opportunity to complete these repairs and avoid charges against the family's security deposit.

#### ANNUAL INSPECTIONS



The PHA will inspect all units at least annually using HUD's Uniform Physical Condition Standards (UPCS) as a guideline. All inspections will include a check of all smoke alarms to ensure proper working order. All repairs will be completed by the PHA to bring the unit into UPCS compliance.

- Damages beyond "normal wear and tear" that are caused by the resident(s) or guest(s) under the resident(s) control may be billed to the resident in accordance with state law.
- Residents who repeatedly "fail" the inspection or cause excessive damage to the unit are in violation of their lease and may be scheduled for a lease violation conference. Continued violation may lead to lease termination.

#### SPECIAL INSPECTIONS

The PHA may conduct special inspections, including but not limited to housekeeping, unit condition, infestations or suspected lease violation.

HUD representatives or local government officials may review PHA operations periodically and as a part of the monitoring may inspect a sampling of the PHA's inventory.

In order to maintain a high level of fire safety when responding to general work orders in housing units, the Maintenance Department will also be inspecting smoke detectors for proper function. At this same time the department may also be inspecting other fire, life, and safety equipment.

#### SITE INSPECTIONS

The PHA will periodically conduct inspections to determine whether there may be lease violations, adverse conditions or local code violations.

#### RESIDENT DAMAGES

Residents who cause significant damage to PHA property that lead to unit uninhabitability may be subject to termination of tenancy based on the circumstances of the incident. The resident shall have the right to request a hearing under the PHA grievance procedure and will not have to move until the time to request a grievance has expired.

Repeated failed inspections including, but not limited to, housekeeping or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations subject to lease termination.

#### ENTRY OF PREMISES NOTICES

The PHA may enter a Resident's dwelling units to perform inspections and/or repairs as follows:

(1) The PHA will give Resident forty-eight (48) hours written notice stating the purpose of entry to the dwelling unit. The PHA's entry shall be in a four-hour range of normal business hours.

(2) The PHA may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists.

Reasons the PHA will enter the unit include:

- Inspections and maintenance,
- To make improvements and repairs,
- Pest control services.

The PHA may enter the unit without notice if housing staff reasonably believes an emergency exists within the unit.

#### FAMILY RESPONSIBILITY TO ALLOW INSPECTION

The family must allow the PHA to inspect the unit at reasonable times (normal business hours) with reasonable notice. A forty-eight (48) hour written notice will be considered reasonable in all cases. Failure to allow access for inspection is a lease violation and may be cause for termination.

#### EMERGENCY INSPECTIONS

Housing staff, including PHA inspectors, may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see *Entry of Premises Notices* in this chapter.) Emergency work order repairs are to be either abated or completed within twenty-four (24) hours from the time the work order is issued.

#### EMERGENCY REPAIRS TO BE ABATED IN LESS THAN TWENTY-FOUR (24) HOURS

The following items are to be considered emergency in nature and require immediate (less than twenty-four (24) hour) response and repair or resolution within 24 hours:

- Plumbing leaks, which have the capacity to create flooding, or cause damage to the unit or another unit impacted by the leak
- Natural gas leaks or smell of fumes
- Backed-up sewage
- Electrical hazard
- Inoperable smoke detectors will be treated as a twenty-four (24) hour emergency and will be made operable by the PHA if the smoke detector is in need of repair. Residents who disengage smoke detectors, or any safety equipment will be cited and fined.

## **NON-INSPECTION EMERGENCY ENTRY**

The PHA staff will allow access to the unit to the proper authorities when issues of health or safety of the resident are concerned.

## **QUALITY CONTROL INSPECTIONS**

The housing management staff may conduct periodic quality control inspections to confirm the condition of the unit and to identify problems or issues. The resident may be required to enter into a house keeping agreement if the quality control inspection is found to be in violation of the housekeeping standards.

## **General Housekeeping Standards**

In an effort to improve the livability and conditions for the apartments owned and managed by the PHA uniform standards for resident housekeeping have been developed for all resident families. Above all, the premises are to be clean to the extent needed to avoid health and safety issues.

### **Housekeeping Standards: Inside the Apartment**

- Entire apartment should be clean, free of dirt and grease; excessive mildew should be removed
- Floors should be clean, clear, and free of hazards
- Trash shall be disposed of properly and not left in the unit, or next to unit entry doors or hallways
- Throughout the apartment, including food storage areas, housekeeping should be such that it does not contribute to rodent or insect infestation
- The kitchen should be kept clear of spilled food and grease. Appliances should be kept clean
- Storage areas and closets should be neat and clean. No flammable materials should be stored in the unit

### **Housekeeping Standards: Outside the Unit**

- Yards should be free of debris, trash, and abandoned pets. Exterior walls should be free of graffiti. Nothing should be placed on the exterior walls without permission from the Housing Authority. Doors should not be defaced
- Steps and sidewalks should be clear, and free of hazards
- Parking lot should be free of abandoned cars. There should be no car repairs or washing cars on the premises
- Hanging or placing anything on, over or from the top of a window, ledge, balcony, porch, fence or gate is prohibited. There shall be NO visible storage on balcony, porch or from the street except for operable bicycles. Only patio/outdoor type furniture is allowed

## ***N. Pest Control [24 CFR §903.7(e)(2); PIH 2012-17]***

Annually, according to a pre-arranged schedule or as required, the pest control technician and a representative of PHA will enter each residence to complete fumigation and/or baiting for the control of vermin and/or roaches, etc. Common pests (i.e., spiders, ants) not related to a large scale infestation should be handled as part of a resident's upkeep of the unit. However, the removal of bee and wasp nest will be facilitated by the PHA pest control vendor.

### **Bed Bug Policy**

The PHA is committed to providing units that are free from pest infestations. Pest control contracts and treatment plans are in place to address typical pest problems like roaches, ants, rodents, and bed bugs. The Bed Bug Fact Sheet was developed to help educate residents about the problem with bed bugs. This fact sheet is given to all residents at the execution of their rental agreement. The Fact Sheet also advises residents of the resident's rights and responsibilities consistent with Section VII of PIH 2012-17 (Guidelines on Bedbug Control and Prevention in Public Housing).

Resident awareness and compliance with this policy is key to preventing any initial infestation. It is important to have a regular house cleaning schedule including vacuuming of mattresses and other furniture; and frequently launder bedding and clothing and dry them in a hot dryer. This process will kill all stages of bed bugs. Residents should not bring second hand clothing and furniture into their home and should avoid socializing with individuals that have bed bug infestations in their residences. Avoiding clutter such as stacks of clothing, paper items and cardboard will also reduce the places that bed bugs can hide. After travel it is important that residents closely check their luggage and clothing and immediately launder all clothing items.

It is our goal to maintain the highest quality living environment for our residents. Toward that goal, the Site Manager will inspect the unit prior to making it available for leasing in order to verify that there are no indications of the presence or infestation of insects or vermin including bedbugs in the unit. Unit inspections occur prior to lease up and on at least an annual basis.

Prior to move-in, at the request of a resident, the Site Manager will inspect all luggage, bedding, clothing, and personal property which the Resident intends to maintain in the unit or store anywhere in the building, for indications of bedbugs. If an item has bedbugs, the Site Manager may either prohibit the resident from bringing the item into the unit and building, or mandate that the item be treated and certified as pest free before the item is brought into the unit or building.

Each resident is in control of their unit. Bed bugs are brought into the unit by the host, typically either the resident, their guest(s) or through used clothing or furniture.

The resident is responsible for anything they bring into the building. The resident shall not bring anything into the building that has come from a dumpster or refuse area. Used or second hand furniture, bedding, or clothing should be inspected closely prior to bringing them into the building or project grounds. Prior inspection and approval by the Site Manager to determine that an item is not infested or conducive to infestation by bedbugs are strongly recommended.

Residents must immediately notify the PHA if they have bed bugs in their unit. If bed bugs are found in a unit, a treatment plan will be formulated. Residents must cooperate and not hinder the treatment plan. Residents will not be charged to cover the costs of bedbug treatment.

All treatment plans are formulated with the partnership of a pest control professional. For more severe infestations residents may be temporarily relocated prior to treatment of the unit. If necessary, resident soft goods, including furniture and carpet, will be disposed of in order to control continued infestation. The PHA provides the resident with information on how to prepare for the treatment process. In the event the resident has reason to believe that he or she has a medical condition which precludes the resident from being exposed to pesticides, the resident shall provide written verification from their physician of the resident's condition.

The resident may be required, under the supervision of the licensed pest control professional, to discard, or permanently remove from the building, personal property such as bedding, clothing, bed, furniture, furnishings, books, magazines, newspaper, open food, personal supplies, plants, and stuffed animals. Residents shall not be permitted to remove any belongings from their units until the bedbug treatment is finalized as determined by the licensed pest control professional. The PHA will make good faith efforts to minimize the impact on the resident for any loss of personal property.

The PHA provides residents with a unit free from pests, rodents, or other types of bug infestations. Once a bed bug infestation is discovered the PHA will act quickly to keep the infestation from spreading and may temporarily provide the resident with lodging that is infestation free. The PHA will investigate the infestation in order to determine the likely source of the infestation.

HUD regulations and the PHA require the resident's cooperation; residents may be in violation of the *Lease Agreement* if they fail to fully cooperate and comply with their roles and responsibilities.

If a resident misses a scheduled appointment with the licensed pest control professional, does not allow infested items to be removed from the unit, or otherwise fails to cooperate with the treatment plan without cause, the resident may be held responsible for the additional re-treatment costs associated with resident's action and the resident's lease may be terminated at the PHA's discretion.

## **O. *Trash Disposal and Recycle Program***

Proper disposal of trash by the resident is required. All trash such as garbage, papers, bottles, and cans, which is unacceptable for recycling, should be securely wrapped and fastened in plastic bags and deposited in the cans or bins provided.

Large articles, such as boxes, must be flattened before depositing in cans or bins. The resident should dispose of stuffed furniture, mattresses, tables, chairs etc., on their own at a refuse station. The maintenance department may offer assistance in disposing of furniture (see *Schedule of Fees and Charges*).

Residents residing in multi-family developments must participate in the recycling program if so equipped. Garbage only designated bins are provided for garbage. Recycle bins are available for recycle material including acceptable containers and paper.

## **P. *Appliances***

The PHA supplies stoves and refrigerators in all units. If residents are planning to utilize their own refrigerator in addition to the PHA-provided refrigerator, it will be documented and the resident will be responsible for the upkeep and maintenance of their personally owned appliance. If the resident owned appliances are not in acceptable condition according to Uniform Physical Condition Standards (UPCS) standards, the PHA reserves the right to require the resident to remove or repair that appliance at the resident's expense. At no time are PHA owned appliances to be removed from the premises by residents. Proper authorities will be notified to recover stolen appliances.

The resident must maintain appliances in an acceptable condition. Requests for repairs should be reported to maintenance. Resident caused damage or neglect will be assessed on a pro-rated basis.

No portable washers and/or dryers are supplied or serviced by the PHA. Residents may own and operate their own portable washers, dryers, and/or dishwashers with prior written approval from management. Improper drainage of a washing machine and ventilation of a dryer is cause for a lease violation.

## **Q. *Screen Doors***

This procedure encompasses PHA property that consists of 3 (three) or fewer units. The resident may request, through a Site Manager, a screen door for the unit they live in. The resident will be responsible for the purchase and installation cost as well as the ongoing maintenance of the door. Specific screen doors have been approved by the Agency and a flyer indicating the make and model of the doors must be provided to the resident. No screen doors may be installed without management approval. Only screen doors installed by PHA will be repaired. Unauthorized installations will result in resident charges for screen door removal costs. Resident may take screen doors, upon move out, if they paid for it in full.

## **R. Window Coverings**

Only shades, blinds, drapes or curtains are acceptable window coverings and must show as white or off white to the outside. Residents are responsible for removal and or repairs of resident installed window coverings.

## **S. Gardening**

Planter areas in multi-unit complexes are dedicated for PHA use. Agency maintenance personnel and/or contractors provide the ongoing maintenance to these areas. These designated areas are specific to each site and are used for planting shrubs, flowers and other low growing foliage. Planter areas are standardized for each site and bordered by concrete mow strips, sidewalks or lawn turf edges.

Some complexes may have space for residents to grow vegetables, flowers, or low growing shrubs, with written approval by management, in designated areas only. Requests for gardening shall be made in writing directly to the property manager. The request(s) must show the area to be planted, describe the type of plants and materials to be installed, and indicate the type of any low borders or fencing to be placed in the area. Where borders or fencing are allowed, they will not have a height of more than 1 foot and shall have no sharp or pointed edges. Under no circumstances shall the area of a designated planter be increased and cutting and removing of existing turf shall be prohibited.

After receiving written approval, the resident will water and keep the garden weed free. In addition, the resident must ensure that their garden plants or trees do not touch any part of the PHA's buildings or structures. All watering must be supervised by the resident and no free flowing hoses allowing water to run across sidewalks and into street gutters will be allowed. Failure to maintain their garden spaces may result in charges to have any debris cleaned, and the potential revocation of their garden privileges. Residents that have been given written approval for gardening in planter areas may be provided a placard stating "Maintained by Resident" to be placed in the planter area.

All residents must follow local water restrictions.

## **T. Parking**

Residents are required to park only in designated areas and ensure that guests and visitors do not park in parking areas of other residents and abide by parking policies adopted by the PHA (see *Parking Policy—Addendum 2* of this document). Residents are to refrain from driving or parking any vehicles on the lawns, sidewalks, or other areas of use provided under this lease. In multi-unit developments vehicles must be parked front end in first, not backed in. No washing of vehicles on HA properties is allowed. The use of running water, electricity or extension cords is prohibited in parking lots and/or designated parking spaces.

## **U. Inoperative and Abandoned Vehicles**

Inoperative vehicles must be promptly removed from a PHA property.

Vehicles must have current registration and insurance in the resident's name. Failure to supply current registration will result in vehicle being towed.

Vehicle repairs on PHA property are prohibited. Offenders will receive written notice to discontinue the activity at once. Failure to comply will result in the towing of the vehicle and notification of a lease violation for the resident.

Abandoned vehicles will be removed promptly from PHA property. Management has authorized the PHA to have such vehicles ticketed and towed. Where ownership is known the owner will be given a written notice to remove the vehicle. If the owner does not comply within forty-eight (48) hours the vehicle will be towed at owner's expense

If a vehicle is given a 48 hour notice, for cure, this notice will serve in perpetuity for the issue it was written and the vehicle will be subject to tow without any further warning.

## **V. Key Control**

The policy of the PHA shall be to issue and assign keys or key cards only to individuals who have been screened through a criminal background check and found to be responsible for the proper use and safeguarding of the key or key card.

Each adult resident is issued one key or key card for their building or property (if applicable) and the head of household receives an additional key for their unit. The first key card for each member of the household on the lease will be issued free of charge. The key cards are the property of the PHA and must be returned upon the termination of the lease. There will be a charge for additional key cards for non-residents or for the replacement of damaged, lost, or stolen key cards as per the current *Schedule of Fees and Charges*.

One gate clicker for parking access will be issued to households that have authorized parking privileges. The gate clicker is the property of the PHA and must be returned upon termination of lease, if an authorized household member no longer owns a vehicle, or their parking privileges are revoked. There will be a charge for replacement of damaged, lost, or stolen gate clickers per the current *Schedule of Fees and Charges*.

Residents may apply for additional building key(s) for care givers, upon payment of the key duplicating fee. The key(s) or key card shall be assigned to the individual requested by the resident provided that the proposed key assignee consents to and passes a criminal background check using resident eligibility criteria.

Keys may be revoked or recovered from any non-resident whose use of the key or actions disrupt the quiet enjoyment of the residents. In serious or repeated incidences of



misconduct or misuse of their assigned key the resident can be held responsible for the misconduct of their guests.

### **W. Pools, Water and Water Usage**

No swimming or wading pools, no outdoor fountains or standing water. Due to property damage, health, safety, liability, and the increased sensitivity to water conservation, the PHA does not allow pools of any size within any agency property limits. This includes, but is not limited to, water slides and any water play items. All residents must follow local water restrictions.

No inflatable jumpers and trampolines allowed.

### **X. Smoke/Carbon Monoxide Detectors**

Smoke detectors, carbon monoxide detectors and their accompanying devices are placed in dwelling units and common areas for the expressed protection of the building occupants and property. The Authority is required by law to have operational smoke detectors in all of its units.

Lease violation – Residents who disengage smoke detectors, carbon monoxide detectors or related fire safety equipment will be cited and fined. Where these detectors exist, disabling, including removal of any batteries or disconnection, or completely removing the smoke detector or carbon monoxide detector is a lease violation and grounds for termination of the lease. Tampering with, destroying, or dismantling any part of a safety device, including but not limited to, smoke detectors, carbon monoxide detectors, alarm pull stations, fire extinguishers, or other notification devices, is grounds for lease termination.

Charges – The resident will be charged a fee in accordance with the *Schedule of Fees and Charges* for reinstallation of each smoke detector, carbon monoxide detector or other safety related device that has been disabled or removed. This includes replacement of batteries that have been removed and has inactivated the smoke detector or carbon monoxide detector.

Inspections – During scheduled unit inspections or when responding to general maintenance work orders, smoke detectors, carbon monoxide detectors and other fire, life, safety equipment that are part of the building safety system will be checked to insure proper functioning.

Reporting – It is mandatory that non-functioning smoke detectors, carbon monoxide detectors and any related safety equipment be reported to the resident's community management office as soon as discovered. Inoperable smoke detectors and carbon monoxide detectors will be treated as a twenty-four (24) hour emergency and will be made operable by the PHA if the smoke detector is in need of repair.

## **Y. Open Flame Cooking Devices**

The PHA will follow the regulation enforced by the local fire departments in the Sacramento region - California Fire Code, Section 308.3.1

Charcoal burners and other open-flame cooking devices shall not be operated on any balconies or within 10 feet of any PHA building. Exceptions include an electric barbecue and propane fueled cooking device not greater than one (1) pound gas liquid propane capacity.

Tanks, charcoals and charcoal fluid cannot be stored on the inside of a dwelling unit or on the balcony, or within 10 feet of combustible construction or inside of any enclosed structure.

All ashes, grease and or waste produced by any barbecue device shall be completely extinguished and appropriately and safely disposed of with careful consideration to not cause any trash receptacle fires.

Note: Completely extinguished means no heat is being produced or generated from any part of waste being disposed of. Wait at least 24 hours before disposal.

Waste products are not allowed to accumulate in a resident's unit, porch, planter area, or any area under the resident's control or dumped on PHA property.

After proper cooling has occurred waste products must be placed in a sealable trash bag prior to being placed in trash receptacle

## **Chapter 10: PET POLICY (24 CFR §5 Subpart C & 24 CFR §960 Subpart G)**

### **PURPOSE**

This pet policy is to establish the PHA's policy for ownership of pets in elderly, disabled and family housing and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. The policy also establishes reasonable rules governing the keeping of common household pets. The pet policy is designed to protect both pet owners and non-pet owners, and to ensure the animals receive responsible care. The policy applies to all pets kept in PHA housing. The rules adopted are reasonably related to the legitimate interest of the PHA to provide a decent, safe and sanitary living environment for all residents, to protect and preserve the physical condition of the premises, and to protect the financial interest of the PHA.

### **A. *Registration of Pets***

Pets must be registered with the PHA before they are brought onto the premises.

Registration must be updated annually, coordinated with the annual recertification date. Proof of license and must be inoculation submitted with the resident's annual recertification documents.

### **NON-APPLICABILITY OF PET POLICY TO ANIMALS THAT ASSIST PERSONS WITH DISABILITIES**

#### **REASONABLE ACCOMMODATION FOR COMPANION ANIMALS**

Certain animals provide assistance or perform tasks for the benefit of a person with a disability. Such animals are often referred to as companion animals, service animals, support animals or therapy animals.

Companion animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Animals do not necessarily have to be formally trained to qualify as companion animals however the animal must actually perform the assistance or provide the benefit needed by the person with the disability. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.

Companion animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to portions of the PHA Pet Policy. Therefore, the pet deposit is not relevant.

## **B. Verification**

All residents requesting exemption from the pet deposit requirement must request a verification of the need for reasonable accommodation for an companion animal, which must be provided by a licensed physician, attending health care professional, or other qualified professional and submitted on a *Verification of Need for Reasonable Accommodation* form. The PHA will consider all requests for reasonable accommodation.

An animal qualifies as a reasonable accommodation if:

- An individual has a disability as defined in the Fair Housing Act or Section 504
- The animal is needed to assist with the disability
- The individual who requests the accommodation demonstrates that there is a relationship between the disability related needs and the assistance that the animal provides

All residents must comply with the provisions of the *Lease and Pet Policy/Agreement* regarding the responsibilities of pet owners to control the animals, maintains the premises in clean and sanitary condition, and ensures that their animal does not interfere with any neighbor's right to enjoy the premises in a safe and peaceful manner.

The PHA retains the right to disapprove an companion animal as a means to provide a reasonable accommodation for an individual with a disability in the following cases:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation.
- There is reliable objective evidence that the animal would cause substantial physical damage to property.
- The presence of the companion animal would pose an undue financial and administrative burden to the PHA.

## **C. Advance Permission, Registration, and Pet Deposits**

Permission to keep a pet is granted at the PHA's sole discretion and is subject to the resident's strict adherence to all aspects of the *Pet Policy/Agreement*. Any resident who wishes to keep a pet will first obtain the approval of the PHA, register the pet by complying with the requirements of the *Pet Policy/Agreement*, pay (or make arrangements to pay) a pet deposit for each qualified pet, and sign a *Pet Policy/Agreement*. The pet deposit for each animal is two hundred fifty dollars (\$250).

All pet deposits must be paid (or make arrangements to pay) prior to the presence of the pet. No pet deposit is required for birds, fish, or rodents.

**Only common household pets will be allowed.** These include dogs, cats, fish, birds, rabbits, and rodents such as guinea pigs and hamsters. Residents may be permitted to have two (2) pets per household.

**Dogs:** Dogs are limited to a maximum adult weight of twenty-five (25) pounds as documented by a veterinarian. Companion animals are exempt from this restriction.

They must be housebroken, must be effectively restrained and under the control of a responsible person when passing through common areas, must not be tethered or chained outside or within the dwelling unit, must not be housed outside, and must be leashed when outdoors or in common areas. The dog owner must carry appropriate containment apparatus to promptly and completely remove all fecal matter deposited by dogs in a sanitary manner.

**Cats:** Cats must remain inside unless being transported in an appropriate secured carrier and must be trained to use a litter box or other waste receptacle. Litter boxes must be cleaned regularly and the waste disposed of in a sanitary manner. Litter must never be flushed down the toilet.

**General Conditions for Dogs and Cats:** A health certificate must be obtained by a licensed veterinarian and given to the PHA at time of registration of the dog or cat. This certificate must contain, but is not limited to the following information:

1. The name, address and telephone number of the attending veterinarian
2. Documentation that the dog or cat is in generally good health and free of any communicable diseases or parasites
3. That the dog or cat has been spayed or neutered or this procedure will be completed prior to 4-6 months of age as recommended by the veterinarian
4. Documentation that the dog or cat is current on all standardized inoculations with a schedule of future inoculations included
5. Confirmation of breed, current weight and estimated adult weight.
6. The PHA requires the name, address and telephone number of the veterinarian that will be providing future regular care for the dog or cat and contact information for a responsible adult, other than the resident or a household member, who may be contacted in an emergency.

Dogs and cats must be licensed at time of registration and ongoing if specified by local, state or federal mandate. A color photograph must be provided at the time of registration.

**Other Pets:** Pet cages and/or aquariums must be in good repair and be cleaned regularly.

**Birds:** Maximum number two (2). Birds must be contained in an acceptable cage at all times. Pigeons, doves, mynah birds, psittacine birds of other species that are hosts to the organisms causing psittacosis in humans must be certified by a veterinarian to be free from this condition prior to bringing the bird into the housing environment. The certification must contain the same information as the health certificate obtained for dogs and cats listed under "General Conditions" numbers 1 and 2 above.

**Fish:** Maximum aquarium size twenty (20) gallons or any combination of tanks not to exceed twenty (20) gallons. Fish aquariums must be maintained on stands approved by management.

**Rodents:** Maximum number two (2) rabbits, guinea pigs, hamsters, or gerbils and must be in an acceptable cage at all times.

#### ***D. Prohibited Animals***

Prohibited animals include, but are not limited to, the following:

- Any animal whose weight could exceed twenty-five (25) pounds by maturity
- Dogs or other pets determined to be dangerous, intimidating or vicious
- Chicks or other animals that pose a significant risk of salmonella infection to their handlers
- Animals who would be allowed to produce offspring for sale - breeding of any animals are prohibited

#### ***E. Additional Conditions and Requirements***

- Residents/pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any animal. Installation of pet doors is prohibited
- Except as required by law or permitted by the PHA as a reasonable accommodation, pets are not permitted in common areas (except to pass through for ingress or egress) including, but not limited to lobbies, community rooms, kitchens, dining facilities, office and laundry areas. Residents are responsible for controlling the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt the quiet enjoyment of their dwelling unit or the premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities
- No pet (excluding fish) shall be left unattended in any dwelling unit for a period in excess of forty-eight (48) hours
- Resident/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for their pet(s)
- Resident/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents at all times
- Resident/pet owners shall take adequate precautions to eliminate any pet odors within or around the dwelling unit and to maintain the unit in sanitary condition at all times
- Pet waste must be promptly placed in a sealed plastic bag and deposited in an outside garbage container for disposal
- Residents are prohibited from feeding or harboring stray animals including birds

- The PHA regularly treats units for pest control. If a pet is the cause for more frequent treatments all such treatments or specialized treatments will be charged to the resident.
- It will be the responsibility of the resident to remove any animal that may be harmed by the use of pesticides.
- All animals in the unit should be properly secured or under the resident's control at times of inspections or maintenance repairs.

#### ***F. Inspections and Other Rights of the Authority***

- The PHA reserves the right to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, found unattended on the property or found without identification tag, pending resolution of any dispute regarding such violation, at the resident's expense.
- The PHA may, after reasonable notice to the resident, during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

#### ***G. Pet Removal***

Residents are solely responsible and liable for the conduct or misconduct of pets whether owned or allowed on PHA premises by the resident. The resident shall take all necessary steps to ensure that pets that become vicious or intimidating, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others are immediately removed by the resident and/or referred by the resident to the appropriate state or local entity authorized to remove such animals. If the resident fails to fulfill their obligation to remove a pet from the premises the PHA may take all necessary steps to remove, or have removed, the pet from the premises. If a pet injures or intimidates another resident or anyone in the building or on the grounds of any PHA property, including but not limited to biting, scratching, or assaulting person(s), the pet owner must immediately remove the pet permanently from the premises without direction from the PHA to do so. If the death or incapacity of the pet owner threatens the health or safety of the pet or other factors occur that render the owner unable to care for the pet and the designated responsible party is unavailable (or unwilling) to provide a remedy the PHA will remove the pet using any legal remedy available and at the expense of the resident.

#### ***H. Termination of Tenancy***

The PHA may terminate tenancy when the resident has failed to remove the pet or correct a pet rule violation within the time specified in a warning notice.

#### ***I. Disposition of Pet Deposit(s)***

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet will be the responsibility of the resident including, but not limited

to the cost of fumigation, repairs and/or replacement to the resident's dwelling unit or common areas. The pet deposit is fully refundable upon removal of the pet or the household's move out of housing if the PHA determines that there are no damages or other expenses caused by the pet. If upon removal of the pet or the household's move out of housing, the cost of repairing any damages caused by the pet exceeds the pet deposit management will use funds from the resident's regular security deposit to cover the expense. The resident will be billed for any amount owed in excess of the pet deposit and security deposit.

### **J. Liability**

Residents shall be held solely responsible and liable for the conduct or misconduct of their pet(s). The Housing Authority of the County of Sacramento and its representatives will not be held responsible for any accident or injury involving residents, guests, or visitors to the premises as a result of allowing pets.

### **K. Refusal to Register Pets**

The PHA will refuse to register a pet if:

- The pet is not allowed under *Section D, Prohibited Pets* as found in this policy.
- Keeping the pet would violate any *House Pet Rules*.
- The pet owner fails to provide complete pet registration information, or fails to update the registration annually.
- The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. Attributes of the pet including, but not limited to, temperament and behavior will be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the PHA refuses the registration of a pet, written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with HUD notice requirements.

### **L. Pets Temporarily on the Premises**

Pets not owned by the resident will not be allowed on the premises. This rule excludes certified companion animals, visiting pet programs sponsored by a humane society or other non-profit organization and approved by the PHA. But even with visiting pet programs the PHA reserves the right to limit the type of animal to those listed in section C of this chapter.

In the event the PHA's policy conflicts with state or local law, state or local laws governing pets temporarily in dwelling accommodations shall prevail.



In all cases the resident will be responsible for all liability, financial or otherwise, for the action of any pet knowingly allowed in their residence.

## **Chapter 11: RECERTIFICATIONS (24 CFR §960.257)**

### **INTRODUCTION**

In accordance with HUD requirements, the PHA will recertify the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Annual recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them. This chapter defines the PHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

### **A. *Eligibility for Continued Occupancy***

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

- Qualify as a family as defined in this policy
- Are in full compliance with the obligations and responsibilities described in the dwelling lease
- Whose family members, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number
- Whose family members have submitted required citizenship/eligible immigration status/non-contending documents
- Compliance with the Community Service requirements
- Compliance with the recertification requirements

### **B. *Annual Recertifications***

At least annually, the resident is required to provide the PHA with accurate and current information as stipulated in the *Lease*. In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

### **Income Determination of Fixed Income Sources (24 CFR §960.257)**

On April 7, 2016 HUD issued PIH 2016-05(HA), Attachment D, Streamlining Administrative Regulations for Programs Administered by Public Housing Agencies. According to this notice, any family member with a fixed source of income, a PHA may elect to determine that family member's income by means of a streamlined income determination. A streamlined income determination must be conducted by applying, for

each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

The PHA will apply this streamlined income determination for all fixed income sources in the following way:

- The PHA will only use the streamlined income determination as part of a reexamination. This will require third-party verification of all income for applicants during the admissions process.
- A “family member with a fixed source of income” is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:
  - Social Security, Supplemental Security Income (SSI), Supplemental Security Disability Insurance (SSDI);
  - Federal, state, local, or private pension plans;
  - Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
  - Any other source of income subject to adjustment by a verifiable COLA or current rate of interest.
- The PHA will use a COLA or current rate of interest specific to the fixed source of income in order to adjust the income amount. The PHA will verify the appropriate COLA or current rate of interest from a public source or through resident-provided, third party-generated documentation. If no such verification is available, then the PHA will obtain third-party verification of income amounts in order to calculate the change in income for the source.
- For any family member whose income is determined pursuant to a streamlined income determination, the PHA will obtain third-party verification of all income amounts every 3 years.

#### **TRANSFERS THAT OCCUR AROUND THE TIME OF THE ANNUAL RECERTIFICATION**

If the family transfers an interim recertification will be conducted before the transfer (unless income and asset verifications are current within the last 120 days). If the move occurs prior to, but close to the time (within 120 days) of the regularly scheduled annual recertification, an interim recertification will be conducted first so that current income is used to determine resident rent for the new lease. The interim recertification will be followed by the regularly scheduled annual recertification at which time the next recertification date will be changed to the next year. This two-step method ensures that current income is used for new leases and ensures a complete annual recertification is performed while allowing the recertification month to remain the same as the original admission month.

#### **RECERTIFICATION NOTICE TO THE FAMILY**

The PHA will maintain a recertification tracking system and the household will be notified by mail at least ninety (90) days in advance of the anniversary date. The PHA will provide

the notice in an accessible format if requested as an accommodation by a person with a disability. The PHA will also mail the notice to a third party if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

#### COMPLETION OF ANNUAL RECERTIFICATION

The PHA will have all recertifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least thirty (30) days before the scheduled date of the change in family rent.

#### RECERTIFICATION BY MAIL – (AS A REASONABLE ACCOMMODATION)

The PHA will permit the family to submit annual and interim recertification forms through the mail or a home visit may be conducted when the PHA has determined that the request is necessary as a reasonable accommodation.

The mail-in packet will include notice to the family of the PHA's deadline for returning the completed forms to the PHA.

If there is more than one adult member in the household, but only one is disabled, recertifications will be required and will not be processed through the mail. In such cases the able, adult family members come in for the appointment and then take the necessary forms home to the member with a disability for completion and signature.

#### HOME VISITS – (AS A REASONABLE ACCOMMODATION)

When requested and where the need for reasonable accommodation has been established, the PHA will conduct home visits to residents to conduct annual and interim recertifications.

The PHA will not consider home visit recertifications that are requested after the scheduled appointment has been missed. However, the PHA may grant an exception to this policy on a case-by-case basis.

#### COLLECTION OF INFORMATION

The PHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate. The family is required to complete a *Data Collection* form prior to all annual recertification interviews.

#### REQUIREMENTS TO ATTEND

All family members over the age of 18 must attend the annual recertification.

#### FAILURE TO RESPOND TO NOTIFICATION TO RECERTIFY

If any adult family member does not appear for the recertification interview and has not rescheduled or made prior arrangements with the PHA the PHA will reschedule a second appointment.

If any adult family member fails to appear for the second appointment and has not rescheduled or made prior arrangements the PHA may terminate tenancy for the family. In addition, if the resident fails to provide any missing verification of income or complete forms required for the recertification, the PHA may terminate tenancy for the family.

Supervisory or designated staff may make exceptions to these policies if the family is able to document an emergency situation that prevented them from canceling or attending the appointment, or if requested, as a reasonable accommodation for a person with a disability.

#### DOCUMENTS REQUIRED FROM THE FAMILY

In the notification letter to the family the PHA will include instructions for the family to bring the following:

- Most recent IRS Tax filing, if self employed
- Data Collection Sheet
- Authorization for the Release of Information 9886
- Resident Certification
- Additional Adult Certification
- Proof of Income
- Other documents as required (including release forms for criminal record information).

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification unless reported and resolved 30 days prior to annual effective date.

#### VERIFICATION OF INFORMATION

All information affecting the family's continued eligibility for the program and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this policy. All verifications will be placed in the file, which has been established for the family. All verifications used for recertifications must be dated within sixty (60) days before or after the PHA request date or after the PHA request date or within sixty (60) days of the effective date of the recertification.

When the information has been verified, it will be analyzed to determine:

- The continued eligibility of the resident as a *family* or as the *remaining member* of a family
- The unit size required by the family
- The amount of rent the family should pay

#### CRIMINAL RECORD CHECKS ON EXISTING RESIDENTS

In an effort to maintain safe and healthy environments for public housing residents and nearby neighborhoods the PHA must ensure that families have met their obligation to comply with HUD regulations.

Release forms for the PHA to obtain criminal records will be obtained at the time of annual recertification. Criminal background checks will be run (as dictated by policy).

Criminal record checks may be obtained on existing residents on a random basis, by individual sites, or on individual residents, if there is reasonable cause to suspect that the resident is in violation of the family obligation not to engage in drug or violent criminal activity on or off the premises. Resident screening would be performed only for those violations for which a person could lawfully be terminated from public housing.

#### CHANGES IN THE RESIDENT RENT

If there is any change in rent, a *Notice of Rent Adjustment* will be issued.

#### RESIDENT RENT INCREASES

If the resident rent increases a notice is mailed to the resident 30 days prior to the effective date of the increase. The resident rent increase will be effective on the first of the month following the thirty-day notice if less than thirty (30) days are remaining before the scheduled effective date of the annual recertification.

If there has been a misrepresentation or a material omission by the family or if the family causes a delay in the recertification processing there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

#### RESIDENT RENT DECREASES

The effective date will be the first of the month of the anniversary date in cases where the resident rent decreases when the recertification is submitted by the family and completed as an annual recertification.

If the family causes a delay so that the processing of the recertification is not complete by the anniversary date, rent change will be effective on the first (1<sup>st</sup>) day of the month following completion of the recertification processing by the PHA.

If the resident rent decreases and the resident reported the change within a month prior to the annual recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification the change will be treated as an interim recertification. The change will be effective the first (1<sup>st</sup>) of the following month that the family reported the change. In this case the PHA processes and submits another HUD 50058 as an annual recertification.

### **C. Reporting Interim Changes**

#### HOUSEHOLD COMPOSITION

Families must report all changes in household composition to the PHA in writing within thirty (30) days between annual recertifications. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household. For any change in household composition the Interim Recertification Policy should be used.

When there is a change in head of household or a new adult family member is added, the PHA will complete an application for continued occupancy and re-verify, using the same procedures the PHA staff would use for an annual recertification, except for effective dates of changes. In such case, the Interim Recertification Policy should be used. The annual recertification date will not change as a result of this action.

If an adult family member will no longer live in the household they should complete intent to vacate notice at their area office. If this is not possible they may be declared permanently absent by the head of household. The request to remove a household member must contain a certification by the head of household or spouse that the member (who may be the head of household) removed is permanently absent.

The head of household must provide a statement that the head of household or spouse will notify the PHA if the removed member wants to return to the household. Prior to their return to the household the family must fill out a *Request to Add* form, and it must be approved by the PHA. Criminal background checks will be obtained for both new and returning adult family members.

The U.S. citizenship/eligible immigrant status of new family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease. Residents are required to complete a "request to add member to household".

Once the 50058 reflecting the changes in the household composition is completed and approved, a new Lease Agreement will be generated that reflects the new household composition, if a new family member is added.

#### INCREASE IN FAMILY SIZE

The PHA will consider a unit transfer (if needed under the occupancy guidelines) for additions to the family in the following cases:

- Addition of a minor child (due to birth, adoption, or court-awarded guardianship)
- Addition of a PHA-approved live-in aide

Families who need a larger sized unit because of voluntary additions will have lower priority on the transfer list than other families who are required by the PHA to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in aide causes overcrowding and thus requires a larger size unit, the change in unit size shall be made effective upon availability of an appropriately sized unit.

#### DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The PHA must compute all applicable income of every family member who is on the lease including those who are temporarily absent. In addition, the PHA must count the income of the spouse, co-head or the head of the household if that person is temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit in accordance with this policy.

#### ABSENCE OF ANY MEMBER

Any member of the household will be considered permanently absent if he/she is away from the unit thirty (30) consecutive days in a twelve- (12) month period except as otherwise provided in this chapter. If a member of the household is subject to a court order that restricts him/her from the home for more than thirty (30) days, the person is considered permanently absent.

Full-time students under the age of twenty-four (24) who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household and will not be required to attend the annual recertification meeting; however, paperwork for signature can be mailed to them at school to verify their continued status.



## **ABSENCE OF ENTIRE FAMILY**

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit the PHA may terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy. However, families are required to notify the PHA before they move out of a unit in accordance with the lease and to give the PHA information about any family absence from the unit. During the period of absence the rent and other charges must remain current.

"Absence" means that no authorized family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

- Conduct home visit
- Write letters to the family at the unit
- Post letters on exterior door
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service
- Check with Post Office for forwarding address
- Contact emergency contact

If the entire family is absent from the unit, without PHA permission, for more than thirty (30) consecutive days, the unit will be considered to be vacant and the PHA may terminate tenancy.

## **ABSENCE DUE TO MEDICAL REASONS**

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home the family member will be considered permanently absent. If the verification indicates that the family member will return in less than one hundred-twenty (120) consecutive days the family member will not be considered permanently absent as long as rent and other charges remain current.

If the person who is determined to be permanently absent or deceased and is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

## **ABSENCE DUE TO INCARCERATION**

Any member of the household will be considered permanently absent if s/he is incarcerated for thirty (30) or more consecutive days. The PHA will determine if the

reason for incarceration is for drug-related or criminal activity, which would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

The rent and other charges must remain current during this period and may result in the termination of the lease.

#### FOSTER CARE AND ABSENCES OF CHILDREN

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than six (6) months from the date of removal of the child(ren), the child(ren) will be considered permanently absent from the unit and the unit size will be reduced in accordance with the PHA's occupancy guidelines.

Approved foster care children will be verified as part of the family household composition during the annual re-certification process. Furthermore, households will be required to notify the PHA of all changes in household composition within (30) days between annual recertifications.

#### CARETAKER FOR CHILDREN

If neither parent remains in the household, and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first fourteen (14) days. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

If court-awarded custody or legal guardianship has been awarded to the caretaker and the caretaker qualifies under all program criteria, the lease will be transferred to the caretaker, who becomes the head of household.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The PHA will work with the appropriate service agencies to provide a smooth transition in these cases.

#### ABSENCE DUE TO FULL-TIME STUDENT STATUS

Full time students who attend school away from the home will be treated in the following manner:

- A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent.

- If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.
- If the family decides that the member is temporarily absent, income of that member will be included in total household income, the member will be included on the lease, and the member will be included for determination of unit size.

Any change in full-time student status must be reported within thirty (30) days of the change.

#### **INCREASES IN INCOME TO BE REPORTED**

Families are required to report all increases in income or assets that occur between regularly scheduled annual recertifications (see Section C. Reporting Interim Changes). Increases in income, less than two hundred dollars (\$200) per month, between annual recertifications will be noted in the file, but a rent adjustment will not be calculated until the next annual recertification or the addition of a household member.

#### **DECREASES IN INCOME AND RENT ADJUSTMENTS**

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions, which would reduce the amount of the total resident payment. The PHA will process the rent adjustment unless the PHA confirms that the decrease in income will last less than thirty (30) days and/or less than fifty dollars (\$50) per month.

If the family causes a delay in the processing of the recertification, rent change will be effective on the first day of the month following completion of the recertification processing by the PHA.

#### ***OTHER INCOME ISSUES***

For families reporting zero income, an interim recertification will be performed every ninety (90) days.

In the following circumstances, the PHA may conduct the interim recertification by mail:

- As a reasonable accommodation when requested (see *Chapter 1 - Statement of Policies and Objectives*)

#### ***D. Income Changes Resulting from Welfare Program Requirements***

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

- Fraud

- Failure to participate in an economic self-sufficiency program
- Non-compliance of welfare requirements
- Noncompliance with a work activities requirement

However, the PHA will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment
- The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits

#### VERIFICATION BEFORE DENYING A REQUEST TO REDUCE RENT

The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The PHA will rely on the welfare agency's written notice to the PHA regarding welfare sanctions.

#### COOPERATION AGREEMENTS

The PHA has an unwritten cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.

The PHA has taken a proactive approach to culminating an effective working relationship between the PHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

### ***E. Timely Reporting of Changes in Income (and Assets)***

#### STANDARD FOR TIMELY REPORTING OF CHANGES

The PHA requires that families report interim changes in writing to the PHA within thirty (30) days of when the change occurs. Any information, document or signature needed from the family, which is needed to verify the change, must be provided, in writing, within thirty (30) working days from the date the information or signatures are requested from the family. .

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the PHA), it will be considered untimely reporting.

#### PROCEDURES WHEN THE CHANGE IS REPORTED IN A TIMELY MANNER

The PHA will notify the family of any changes in resident rent to be effective according to the following guidelines:

- Increases in the resident rent are effective at annual recertification, beginning the first of the month at least 30 days from the completion of recertification, if the income increase is greater than threshold amount of \$200, and/or when there is a change in the household composition.
- Decreases in the resident rent are effective the first (1<sup>st</sup>) of the month following the month in which the change is reported.

The change will not be made until the third party verification is received.

#### PROCEDURES WHEN THE CHANGE IS NOT REPORTED BY THE RESIDENT IN A TIMELY MANNER

If the family does not report the change as described under *Timely Reporting*, the family will have caused an unreasonable delay in the interim recertification processing and the following guidelines will apply:

- Increase in resident rent will be effective at time of annual recertification or retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to sign a repayment agreement.
- Decrease in resident rent will be effective on the first of the month following completion of processing by the PHA and not retroactively.
- If the Resident does not report income changes timely on more than one occasion without good cause, the lease may be terminated.

#### PROCEDURES WHEN THE CHANGE IS NOT PROCESSED BY THE PHA IN A TIMELY MANNER

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner.

Therefore, an increase will be effective after the required thirty (30) day notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount. If the family has submitted all of the documentation needed to project their future rent amount, every effort should be taken to provide the family with the projected rent. The family will be expected to pay this projected amount until their interim is resolved.

### ***F. Remaining Member of Resident Family – Retention of Unit***

To be considered the remaining member of the resident family, the person must have been previously approved by the PHA to be living in the unit.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family.

A reduction in family size will require a transfer to an appropriate unit size per the occupancy standards. This transfer will take place per policy and when an appropriate unit is available.

### ***G. Changes in Unit Size***

The PHA shall grant exceptions from the occupancy standards if the family requests and the PHA determine the exceptions are justified according to this policy.

When an approvable change in the circumstances in a resident family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the *Transfer List* (see *Chapter 5 - Occupancy Guidelines & Chapter 8 – Transfer Guidelines*).

### ***H. Continuance of Assistance for "Mixed" Families***

Under the Non-Citizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

- The head of household or co-head or spouse is a U.S. citizen or has eligible immigrant status; and
- The family does not include any person (who does not have eligible immigrant status) other than the head or spouse, or parents or children of the head, co-head or spouse.

Mixed families who qualify for continued assistance after November 29, 1996 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter 6 – Determination of Total Tenant Payment). The PHA may no longer offer temporary deferral of termination (see Chapter 12 – *Lease Terminations*).

## CHAPTER 12: LEASE TERMINATIONS (24 CFR §966.4)

### INTRODUCTION

The PHA may terminate tenancy due to a family's action or failure to act in accordance with HUD regulations (24 CFR §966.4(l)(2)), and the terms of the lease. This chapter describes the PHA's policies for notification of lease termination and provisions of the lease.

#### **A. Termination by Resident**

The resident may terminate the lease by providing the PHA with a written thirty (30) days advance notice as defined in the lease agreement.

#### **B. Termination by PHA**

Public Housing participants who are victims of certain types of violence may be protected from termination by the Violence Against Women Act (VAWA). Participants cannot be terminated from assistance due to domestic violence and/or abuse by a partner or a direct result of domestic violence or abuse by a partner unless there is other cause for termination (such as non-payment of rent). Under VAWA protection, the abuser may be removed from the voucher while allowing the rest of the household to remain. (Refer to Chapter 17 for additional VAWA information.)

The lease may be terminated by the PHA at any time by giving written notice for violation of material terms of the lease, such as, but not limited to, the following:

- Failure to comply with the resident's current Stipulated Agreement
- Nonpayment of rent or other charges due under the lease
- Chronic late payment of rent (late more than four times in a twelve-month period)
- Failure to pay reasonable charges within thirty (30) days that are caused by the resident(s) or guest(s) (invited friends, relatives, co-workers, acquaintances, etc.) under the resident(s) control (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas (See *Chapter 9 – Leasing* {Resident Obligations})
- Failure to maintain all utilities not furnished by the PHA
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at interim, or annual recertification
- Non-compliance with non-citizen rule requirements
- Failure to comply with community service requirements at the end of the 12-month period
- Failure to comply with PHA's housekeeping standards

- Discovery of any inaccurate facts or omission of information that would have made the resident ineligible
- Use of the premises for purposes other than solely as a dwelling unit for the resident and household as identified in this Lease, or permitting its use for any other purposes
- Not provide accommodations for boarders or lodgers. The resident may not allow a visitor to stay overnight for more than thirty cumulative days in a twelve (12) month period without consent of management. If the family has mitigating circumstances, a family can request, in writing, for a visitor to stay over thirty (30) days up to sixty (60) days once management has approved the request. Any adult not included on the HUD 50058, who has been in the unit more than fourteen (14) consecutive days, or a total of fifteen (15) cumulative days in the month, will be considered to be living in the unit as an unauthorized household member. The PHA reserves the right to request written proof of domicile for any guest who is seen visiting the leased premises more than fourteen (14) days in a thirty (30) day period. Should resident fail to provide such written proof of domicile, or should the fact be sufficient to evidence such guest's domicile in the lease premises, the PHA reserves the right to terminate the lease
- Not using the dwelling unit solely as a primary dwelling for the resident and the resident's household as identified on the *Data Collection Sheet addendum* to the lease.
- Assignment or subleasing of the premises
- Using the dwelling unit to operate a business without prior written approval
- Failure to abide by posted house rules, necessary and reasonable rules and/or other notices made by the PHA for the benefit and well-being of the housing development and the residents
- Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- Failure to comply with the PHA's Non Smoking Policy
- Failure to abide by applicable building and housing codes materially affecting health and/or safety of others
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner and/or noncompliance with recycling protocol
- Failure to dispose of pet waste or control pet(s) (i.e.; lack of leash, barking dog, loose cat etc.) in accordance with pet policy and agreement. Feeding or harboring stray or wild animals
- Failure to use electrical, plumbing, heating, ventilating, air conditioning, and other equipment, including elevators, in a safe manner
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts
- Failure to report an adult household member's criminal activity or convictions during an annual recertification
- Criminal or other activity by an adult member of the household that threatens the health and safety of other public housing residents, guests, or other persons in the immediate vicinity of the premises



- Criminal activity by an adult member of the household that threatens the health and safety of PHA staff
- The resident may not knowingly allow any member of the resident's household, or a guest to engage in drug-related or violent criminal activity, in, on or near public housing premises (as defined in the lease), while the resident resides in public housing [the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance {as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)}]. If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or conviction, the landlord (the PHA) will bring an unlawful detainer against that resident
- *Drug-related criminal activity* means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute or use the drug. As Public Housing is a federal program, State laws that legalize medical marijuana directly conflict with federal law thus preempting state law. [2/10/2011 memorandum from Assistant Secretary Henriquez]
- Violating a condition of probation or parole imposed under federal or state law
- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime, or attempt to commit a crime that is a felony
- Committing acts of physical abuse or violence
- Over-Income
- Other good cause

### **C. Notification Requirements**

The PHA's written *Notice of Lease Termination* will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy (see *Chapter 13 - Complaints, Grievances and Appeals*).

Notices of lease termination shall be in writing and delivered by personal delivery or posting in a conspicuous place to resident and all adult member(s) of the household and sent by first class mail properly addressed to resident. The notice shall contain a statement describing the resident's right to meet with the Site Manager to determine whether a reasonable accommodation would eliminate the need for a lease termination. Notice shall also be given to resident that if they are evicted and/or lease is terminated for any reason they are no longer welcome on PHA property at any time for any reason, absent approval of the Site Manager (e.g. visiting children, welfare checks on adult family members, etc).

#### **TIMING OF THE NOTICE**

If the PHA terminates the lease, written notice will be given as follows:

- At least fourteen (14) days prior to termination in the case of failure to pay rent
- A three-day notice may be served based on the seriousness of the offense and taking into consideration the health and safety of other residents or PHA employees.
- At least thirty (30) days prior to termination in all other cases

The PHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

#### **DRUG RELATED CRIMINAL ACTIVITY**

The PHA must immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any federal or state law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity that threatens other resident's right to peaceful enjoyment. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse. The PHA will consider alcohol abuse to be a *pattern* if there is more than one incident during the previous eighteen (18) months.

The PHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as a divorce decree, incarceration, death, or copy of a new lease for the person including the owner's telephone number and address/or other substantiating evidence.

#### **D. Record Keeping**

A written record of every termination and/or eviction shall be maintained by the PHA at the development office where the family was residing, in compliance with the PHA record retention policy, and shall contain the following information:

- Name of resident, number and identification of unit occupied
- Date of the *Notice of Lease Termination* and any other notices required by state or local law; these notices may be on the same form and will run concurrently
- Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than the *Criminal History Report*)

- Date and method of notifying the resident
- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions

If there is a balance owing, the written record is kept in the development office for a period of 3 years prior to archiving. If there is a refund due, the written record is kept in the development office for a period of 1 year prior to archiving.

### ***E. Terminations due to Ineligible Immigration Status***

If the PHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for thirty-six (36) months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided.

### ***F. Terminations due to Over-Income*** [24 CFR 960.261; FR Notice 07/26/2018]

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's income has exceeded the most recent HUD-established Very Low Income (VLI) limit for the Sacramento HUD Metro Fair Market Rent Area multiplied by a factor of 2.4 (AMI) (or a different limitation established by the secretary) for two (2) consecutive years. Within six (6) months of the second year's income determination, a PHA must provide the family with the option to either have their tenancy terminate, or have their monthly rent increase to a value that is the higher of:

- The applicable fair market rent (FMR), as established by HUD or
- The total monthly subsidy for the unit, which includes operating subsidy and capital funds, as determined by regulations.

PHAs also have discretion, under 24 CFR 960.261, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self Sufficiency (FSS) program or currently receiving the earned income disallowance.

At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, the PHA will document the family file and begin tracking the family's over-income status.

If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the PHA will notify the family in writing that their income has exceeded the over-income limit. Additionally, if the family continues to be over-income for the next 12 consecutive months, the family will be subject to the PHA's over-income policies.

If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, and the family has not elected to be terminated from the Housing program, the PHA will charge the family a rent that is the higher of the applicable fair market rent (FMR) or the amount of total monthly subsidy for the unit.

The PHA will notify the family in writing of their new rent amount. The new rent amount will be effective 30 days after the PHA's written notice to the family. If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHAs policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification.

The PHA will notify the family in writing that over-income policies no longer apply. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period. PHA will begin tracking over-income families once these policies have been adopted. The PHA may terminate tenancy for families whose income exceeds the limit for the program eligibility as described at 24 CFR 960.261.

## Chapter 13: COMPLAINTS, GRIEVANCES, AND APPEALS (24 CFR Subpart B)

### INTRODUCTION

It is the PHA's policy to ensure that all families have the benefit of all protections afforded to them under the law. Therefore, the PHA has established a grievance procedure which affords all residents the opportunity to be heard when a resident disputes, within a reasonable time period, any PHA action or failure to act involving the resident's lease with the PHA or PHA rules or regulations that adversely affect the individual resident's rights, duties, welfare, or status.

Grievances shall be handled in accordance with the PHA's approved grievance procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals. Grievance procedures are not applicable to the following issues:

- Disputes with non-residents
- Disputes between residents not involving the PHA
- Disputes with a live-in aide
- Disputes not involving the PHA
- Disputes involving drugs, violence or felony conviction
- Class grievances

### **A. Complaints**

It is the PHA's intent to process all complaints/issues in a timely manner. To accomplish this, the PHA has developed a process utilizing a *resident Management Communication Form (TMC)* through which all complaints are initiated. Residents may complete this form stating their issue(s) of concern and the form will be assigned to the appropriate department. The person filing the complaint is considered the complainant. The resident will receive a copy of this form for their records and a copy will be kept at the management office at all times as documentation of the resident's concern(s). The PHA requires that complaints that involve lease violations or disputes be put in writing so that a document trail is created. The PHA will consider anonymous complaints based on available resources.

Complaints regarding the condition of a unit or conditions of the grounds or common areas may be reported directly to the management office in person, by phone, or in writing.

**Complaints from families:** If a family disagrees with an action or inaction of the PHA, complaints will be referred to the site manager. Complaints regarding repairs of the units must be reported to the management office in person, by phone, or in writing.

**Complaints from staff:** When a PHA staff member reports that a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the site manager.

**Complaints from the general public:** Complaints or referrals from persons in the community in regards to the PHA or a family will be referred to the appropriate staff for processing.

## ***B. Informal Review Procedures for Applicants***

### **PREFERENCE DENIALS**

When the PHA denies a preference to an applicant, the family will be notified in writing of the specific reason(s) for the denial and offered the opportunity for a meeting with PHA staff to discuss the reasons for the denial and to dispute the PHA's decision. The person who conducts the meeting will be an employee of the PHA who is at or above the level of Housing Program Technician, but not the employee who made the final decision.

### **APPLICANT DENIALS**

Informal reviews are provided for applicants who are denied assistance. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to a formal hearing.

When the PHA determines that an applicant is ineligible for the program, the family will be notified of their ineligibility in writing. The notice will contain:

- The reason(s) they are ineligible;
- The procedure for requesting a review if the applicant does not agree with the decision;
- The time limit for requesting a review;
- The family's right to request that Informal Review be audio-recorded;
- The cost of transcribing the informal review is born by the requestor; and
- The family's right to request a translator, at the PHA's expense.

Before the PHA takes any adverse action based on a record of a criminal conviction(s), the PHA will provide the subject of the record, and the applicant a copy of the criminal record. A written request and picture I.D. will be required to ensure that the PHA maintains the security of the personal information of the subject of the criminal record. SHRA will not mail criminal records to any address, as this is a security risk. The applicant will be provided an opportunity to dispute the accuracy and relevance of the criminal record(s).

The PHA must provide applicants with the opportunity for an informal review of decisions when removing families from the waitlist.

Informal reviews are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family's unit size
- Determination that unit is not in compliance with UPCS
- Determination that unit is not in accordance with UPCS due to family size or composition

#### **PROCEDURE FOR REVIEW FOR APPLICANTS**

Except where applicants can demonstrate good cause for delay, a written request for an informal review must be received by the PHA no later than 15 days (by the close of the business on the 15th day) from the date of the PHA's notification of denial. The informal review will be held within sixty (60) days from the date the request is received.

The informal review will not be conducted by the person who made or approved the decision under review or by a subordinate of that person who made or approved the decision under review.

The person conducting the review will consider all relevant evidence, including the testimony of the applicant and any other witnesses, presented at the informal review in rendering a decision.

The applicant will be given the option of presenting oral or written objections to the PHA's decision. The PHA will provide a translator to assist with the informal review upon request. The family must make the request to the PHA at least five (5) business days prior to the hearing. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense; however, the family must notify the PHA at least five business days prior to the hearing if the family plans to be represented by an attorney. If they do not notify the PHA at least 5 business days before the hearing, then PHA will postpone the hearing.

The review may be conducted by mail and/or telephone if acceptable to both parties. A notice of the review findings will be provided in writing to the applicant within fifteen (15) days following the informal review. It will include the decision of the reviewer and a brief explanation of the reasons for the decision.

The informal review may be audio-recorded at the family's request. The cost of transcribing the informal review shall be paid by the party requesting the transcript.

All requests for an informal review, supporting documentation, and a copy of the final decision will be retained in the family's file.

### **C. *Informal Settlement of Grievance for Residents***

When a resident disputes a PHA action, this grievance shall be personally presented, either orally or in writing, to the PHA or the site's management office within the time frame established by the notice or within 30 days of the notice of action the resident wishes to dispute. If there is no response from the resident within this time frame, the resident shall be deemed to have waived their right to use the grievance procedure. As a first step, a *resident Management Communication* form (TMC) should be submitted if applicable, as this will alert the site manager to the complaint or issue and allow a time to be set in order to discuss the matter informally before moving on to a formal hearing. If the complaint is not discussed at the time the TMC form is submitted then a date and time will be set for an informal settlement conference within 30 working days from receipt of the request and the resident will be notified in writing of the date, time and location of the informal settlement conference.

When a resident is served a *14 Day Notice to Pay Rent or Surrender Premises* or a *30 Day Notice of Termination of Tenancy* (for good cause) and is requesting a hearing, the informal settlement of grievance will be conducted by the site manager along with another PHA management staff who was not involved in the decision. These staff members will hear the matter being disputed and send a summary of discussion. The filing of a grievance does not act to extend the period within which the resident must pay the rent due.

#### **SUMMARY OF DISCUSSION**

A summary of the discussion shall be prepared within ten (10) days from the date of the informal settlement conference and one copy shall be given to the resident and one retained in the PHA's resident file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedure by which a formal hearing may be obtained if the complainant is not satisfied with the decision.

### **D. *Formal Hearing Procedures for Residents***

The PHA will provide participants with the opportunity for a formal hearing for decisions related to any of the following PHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment (HAP)
- Appropriate utility allowance used from schedule
- Family unit size determination under PHA occupancy standards
- Determination to terminate a family's FSS contract, withholding supportive services, or proposing forfeiture of the family's escrow account.
- Termination of assistance under a *14 Day Non-Payment Notice* or *30 Day Notice*



When a resident is served a 14-Day Non-Payment Notice or a 30-Day Notice of Termination of Tenancy the resident is entitled to request a formal hearing after compliance with the informal settlement conference. The PHA will provide the opportunity for a formal hearing before termination of assistance except when the expedited formal hearing procedures are invoked due to the nature and seriousness of the reasons that form the basis of the lease termination.

Formal hearings are not required for established policies, procedures and determinations by the PHA such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination that an assisted unit is not in compliance with UPCS
- A PHA determination that the unit is not in accordance with UPCS because of the family size.

#### **REQUEST FOR A FORMAL HEARING**

In order to request a formal hearing, the complainant must personally present a grievance orally or in writing to the resident's housing office within 10 (ten) business days following his or her receipt of the *Notice of Summary of Discussion* from the informal settlement of grievance meeting, if one was held. If the request for a formal hearing is received more than 10 business days after the resident receives the Notice of Summary of Discussion, he or she must provide good cause for the late submission (e.g. medical emergency). The written request shall specify:

1. The reasons for the grievance, and
2. The action or relief sought.

#### **SELECTING THE HEARING OFFICER**

All formal hearings will be conducted by an impartial person or persons appointed by the PHA. The hearing officer will not be the person who made or approved the PHA action under review.

The PHA will determine the most qualified hearing officer in accordance with 24 CFR section 966.53(e), and will consult with the resident organizations before PHA appointment of a hearing officer or panel.

#### **CONDUCT OF FORMAL HEARING**

The hearing officer is an Impartial person(s) selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. Such individual(s) do not need legal training. The hearing officer will accept relevant

information, evidence, and sworn testimony given under the penalty of perjury from both the resident (or his or her representative) and the PHA. The hearing officer will use this evidence, information, and testimony to arrive at a decision to either grant the relief sought by the resident or to allow the termination of the lease or other proposed adverse action to proceed. A written result of the hearing will be issued within fourteen (14) calendar days. Formal hearings may, but are not required to be, electronically recorded.

### **NOTIFICATION OF HEARING**

When the PHA receives a request for a formal hearing, a hearing shall be held within thirty (30) days from the receipt of the request for formal hearing. Family will receive a notice at least 10 business days before the hearing date which will be deemed delivered immediately to the Family one (1) day after the PHA deposits the notice in the U.S. mail or immediately upon transmission to the Family by email. The hearing notice will contain:

- The date and time of the hearing,
- The location where the hearing will be held,
- Information about the family's right to bring evidence, witnesses, legal or other representation at the family's expense. (If the family brings legal representation, they must notify the PHA no later than 5 business days prior to the scheduled hearing date. If the family does not provide notice to the PHA at least five business days before the scheduled hearing date that they are being represented by legal counsel, the PHA may postpone the hearing to secure counsel. Lack of notice to the PHA of the presence of counsel representing the family may cause the PHA to reschedule to hearing to allow the PHA's counsel to be present.),
- The family will be required to be sworn in under penalty of perjury
- The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. (Late requests for documents or evidence may result in postponement of the hearing. If this is the case, the resident and the PHA may agree to reschedule the hearing to a mutually agreed upon date and time. The family may review all documents relevant to the PHA's termination decision (with the exception of internal case notes or other internal PHA documents)).

A notice will be sent to the family that the PHA is requesting a copy of any documents or evidence the family will use at the hearing and will identify where (and may identify to whom) the documents or evidence must be delivered. The PHA's request for any such documents or evidence must be received no later than five (5) business days before the hearing date to allow the PHA sufficient time to review the documents or other evidence.

The hearing officers require participants to conduct themselves in an orderly manner. Failure to comply with the direction of a hearing officer to obtain order may result in

exclusion from the proceedings or in a decision adverse to the interest of the disorderly party.

Prior to any formal hearing, the Family will be required to be sworn in under penalty of perjury.

### **The PHA's Formal Hearing Procedures**

After a hearing date is agreed to, the family may request to reschedule, only upon a showing of "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. If a family cannot appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the PHA within forty-eight (48) hours prior to the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

- Present written or oral objections to the PHA's determination
- Examine the documents in the file that form the basis of the PHA's action, and all documents submitted to the hearing officer. The family may review all documents relevant to the PHA's termination decision (with the exception of internal case notes or other internal PHA documents).
- Copy any relevant documents at their expense
- Present any information or witnesses relevant to the issue of the hearing
- Request that PHA staff be available or present at the hearing to answer questions pertinent to the case
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family plans to bring a legal representative (attorney) to the hearing, the family must notify the PHA of this fact at least five business days prior to the scheduled hearing date. If the family fails to notify the PHA that they will be represented by an attorney, the PHA may postpone the hearing to secure counsel.

If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family and assess a fee according to the *Schedule of Fees and Charges*. The family should request these documents at least five business days prior to the hearing to allow the PHA to gather and copy the requested documents. In no case will the family be allowed to remove the file from the PHA's office.

In addition to other rights contained in this chapter, the PHA and the resident have a right to:

- Present evidence and any information relevant to the issue of the hearing

- Be notified if the family intends to be represented by legal counsel, advocate, or another party no later than 5 days prior to the hearing
- Examine and copy any documents to be used by the family prior to the hearing
- Have an attorney present (with at least 5 days advance notice)
- Have staff persons and other witnesses familiar with the case present

The formal hearing will be conducted by a hearing officer appointed by the PHA. The PHA appoints hearing officers who are attorneys, professional mediators or arbitrators contracted and paid for by the PHA. In accordance with 24 CFR Section 966.53(e), the hearing officer does not need legal training.

The hearing shall concern only the issue(s) for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented that have not been provided to the other party before the hearing. "Documents" includes records and regulations.

The hearing officer may ask the family for additional information and/or might adjourn the hearing early and order the parties to reconvene at a later date prior to reaching his or her decision in the case.

If the family misses a deadline ordered by the hearing officer without good cause, the action of the PHA will take effect and the family will not be granted another hearing on the matter at issue.

The hearing officer will determine whether the action, inaction or decision of the PHA is legal in accordance with HUD regulations and this ACOP based upon the evidence and testimony presented at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the PHA and the family within fourteen (14) days and shall include:

- A brief summary of the decision and reasons for the decision
- If the decision involves money owed to the PHA, the amount owed and documentation of the calculation of the debt
- Notice that the California Code of Civil Procedure section 1094.6 governs the time within which judicial review must be sought
- The date the decision will be effective
- If the PHA's decision is upheld by the hearing officer, a notice of termination of tenancy will be forwarded to the legal entity representing the agency instructing the representative to proceed with filing the unlawful detainer (eviction) action in court

Except as provided below, the decision of the hearing officer will be binding on the PHA. The PHA shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Executive Director determines, within a reasonable time and promptly notifies the resident of its determination.

The PHA is not bound by hearing decisions:

- Concerning matters in which the PHA is not required to provide an opportunity for a hearing
- That conflict with or contradict HUD regulations or requirements
- That conflict with or contradict federal, state or local law
- That exceed the authority of the person conducting the hearing

The PHA will send a letter to the participant if it determines the PHA is not bound by the hearing officer's determination within ten (10) days from the date this determination is made. The letter will include the PHA's reasons for the decision and will notify the resident that the matter will proceed to an unlawful detainer action (in which the resident retains all rights to defend against the action in court). All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file (except for hearings involving reasonable accommodations, which are kept in a separate file).

If the hearing officer's decision upholds the PHA's decision to evict the resident, the PHA will proceed with filing an unlawful detainer (eviction) action against the family.

### ***E. Hearing and Appeal Provisions for "Restrictions on Assistance to Non-Citizens"***

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 United States Citizenship and Immigration Services (USCIS) appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending; however, assistance to an applicant may be delayed pending the PHA hearing.

#### **DETERMINATION OF INELIGIBILITY**

If a family member claims to be an eligible immigrant and the USCIS SAVE system and manual search do not verify this claim, the PHA will notify the applicant or resident within 10 days of their right to appeal to the USCIS within thirty (30) days or to request a formal hearing with the PHA either in lieu of or subsequent to the USCIS appeal.

If the family appeals to the USCIS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed with denial or termination of assistance. The time period to request an appeal may be extended by the PHA for good cause.

The request for a hearing must be made to the PHA within 14 days of receipt of the notice offering the hearing or within thirty (30) days of receipt of that notice if an appeal was made to the USCIS.

After receipt of a request for a formal hearing, the hearing will be conducted as described in the “Formal Hearing” section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible and there are no other eligible family members the PHA will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral
- Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible member(s).

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification as required by the regulation, that member will be treated as ineligible. If all family members fail to provide such documentation or certification, the family will be denied or terminated based on this failure
- Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination
- Participants whose assistance is prorated (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 as described above) are entitled to a hearing based on their right to a hearing regarding determinations of their Total Tenant Payment (TTP)
- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same manner provided for terminations based on allegations of any other type of fraud

## ***F. Exclusions from Grievance Procedure***

The PHA shall exercise its right to exclude the most serious lease violations from the grievance procedures. This includes:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA; or
- Any violent or drug-related criminal activity on or off such premises; or
- Any criminal activity that resulted in felony conviction of a household member

## **RESIDENT’S RIGHT TO JUDICIAL REVIEW**

Nothing contained in the PHA's grievance procedure shall constitute a waiver of the resident's right to seek judicial review of a final decision issued by the hearing officer and upheld by the PHA.

For cases in which the PHA is not required to grant the resident a hearing under its administrative grievance procedure concerning a lease termination and the PHA has decided to exclude such grievance from its grievance procedure, the notice of lease termination will:

- State that the resident is not entitled to a grievance hearing on the termination;
- Specify the judicial eviction procedure to be used by the PHA for eviction of the resident; and
- State whether the eviction is based on criminal activity as described in 24 CFR §966.51(a)(2)(i)(A) or for drug-related criminal activity as described in 24 CFR §966.51(a)(2)(i)(B).

## Chapter 14: FAMILY DEBTS TO THE PHA

### INTRODUCTION

This chapter describes the PHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines used for different types of debts. It is the PHA's policy to meet the informational needs of families and to communicate the program rules to families in order to prevent them from incurring debts to the PHA. Before a debt is assessed against a family, their file should contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation in a clear format for review by the family or other interested parties.

When families owe money to the PHA, the PHA will make every effort to collect the debt. The PHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits / judgments
- Payment agreements
- Collection agencies
- Credit bureaus / entries
- Income tax off-set programs
- Referral to the state Department of Justice
- Referral to the Office of Inspector General

### **A. *Repayment Agreements for Families***

A repayment agreement is one entered into between the PHA and the person who owes a debt to the PHA. It contains details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement. The PHA has the discretion to establish payment thresholds and policies for repayment agreements in addition to HUD required procedures.

The **standard** length of time the PHA will enter into a repayment agreement with a family is twelve (12) months unless otherwise specified and approved by the PHA.

The minimum monthly amount of monthly payments for any repayment agreement is twenty-five dollars (\$25) subject to review by PHA management of a resident's claim that this amount would constitute an undue financial burden. In such cases, PHA management may reduce the monthly payment amount.

### **LATE PAYMENTS**



A payment will be considered to be late if the payment has not been received before 5:00 PM on the date the payment was due.

It is at the discretion of the PHA to enter in a repayment agreement. There may be some circumstances in which the PHA will not enter into a repayment agreement, including, but not limited to:

- If the family already has a repayment/payment agreement in place
- If the PHA determines that the family has committed program fraud

### **GUIDELINES FOR PAYMENT AGREEMENTS**

The monthly payments may be decreased in cases of family hardship, upon request by the family with supervisor approval and verification of the hardship. Also, monthly payments may be increased at the family's request or in the event the family's income increases. If the family refuses to enter into a Repayment Agreement or fails to make payments on an existing or new Repayment Agreement, the PHA ~~may~~ **must** terminate the family's program participation **utilizing HUD's required due process as required by regulation**. ~~HUD does not authorize any PHA-sponsored debt forgiveness programs.~~

### **B. Debts Due: Fraud/Non-Reporting of Information [24 CFR section 792.103]**

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

### **FAMILY ERROR / LATE REPORTING**

Families who owe money to the PHA due to their unintentional failure to report increases in income will be required to repay the debt owed in accordance with the guidelines in the payment schedule section of this chapter.

### **PROGRAM FRAUD**

The PHA has a zero tolerance policy for program fraud. If a family commits intentional program fraud the PHA will initiate termination of tenancy proceedings immediately. The PHA will issue a *30-day Notice of Termination of Tenancy* as a first step in this process. Families who commit program fraud will be required to repay the amount in full within 10 days. If the full amount is paid within this time period the family will be able to vacate public housing without the PHA initiating an unlawful detainer (eviction) action against the family.

If a family owes a debt to the PHA as a result of the family's fraud or program abuse, the case will be referred to the Office of the Inspector General. Where appropriate, the PHA will also refer the case for criminal prosecution.

### **C. Debt Owed to Public Housing Agencies and Terminations**

The following information is collected about each member of the household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once participation in the housing program has ended, whether the resident voluntarily or involuntarily moves out of an assisted unit:

1. Amount of any balance owed the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (e.g. unpaid rent, retroactive rent [due to unreported income and/or change in family composition] or other charges such as damages, utility charges, etc.); and
2. Whether or not the resident has entered into a repayment agreement for the debt owed to the PHA; and
3. Whether the resident has defaulted on a repayment agreement; and
4. Whether the PHA has obtained a judgment against you; and
5. Whether the resident has filed for bankruptcy; and
6. The adverse reason(s) for the resident's end of participation or any negative status in public housing (e.g. abandonment of unit, fraud, lease violations, criminal activity, etc.) as of the end of the participation date.

As per HUD form 52675 (*Debts Owed to Public Housing Agencies and Terminations*) all information collected will be shared with other PHAs, collection agencies, and the State of California Tax Intercept Program.

#### *DEBT COLLECTION*

Within 21 days of a resident moving out of a PHA unit, the site manager will mail out a *Final Disposition Letter*. That letter will include:

- a break-down of any credits or charges owed to the PHA
- the name of the person(s) the family may contact to dispute the charges
- the debt collection methods the PHA may pursue, including notice of our intent to send delinquent accounts to a debt collection agency, Interagency Intercept Collection Program (IICP), and the credit reporting bureaus if the family does not repay the debt to the PHA
- information regarding how the former resident may dispute the charges

If the family disagrees with the disposition of the security deposit(s) or statement of charges, the following procedure will apply:

- The family must submit a written request for review by PHA management
- The request must be received by the management office within 10 days of the date on the Disposition Letter

If the former resident does not remit payment within 21 days of receiving the disposition letter the following actions will occur:

- The site manager will send a write-off request to the Regional Manager within 10 days after the 21-day remittance period ends
- The site manager will enter the debt in the Electronic Income Verification (EIV) system within 10 days after the 21-day remittance period ends
- The Regional Manager may forward the write off and supporting documents to the Assistant Director
- The Assistant Director may approve the write-off
- The debt may be submitted to a debt collection agency
- The debt collection agency will send out a letter informing the former resident that the debt has been turned over for collection

If the former resident still fails to remit payment, these practices may follow:

- Account balances will be referred to the Interagency Intercept Collection Program (IICP)
- Negative information may be reported to credit reporting agencies
- The PHA may take appropriate legal action against the family based on the debt owed to the PHA

#### ***D. Writing Off Debts***

All debts will be referred for collection. Debts will be written off if:

- The debtor is deceased and has no recoverable assets
- The debtor is confined to an institution indefinitely and has no recoverable assets

#### ***E. Debt Collection Practices***

All debts owed to the PHA will be collected in accordance with the Rosenthal Fair Debt Collection Practices Act (California Civil Code §§ 1788 et seq.).

***F Debt Transfer***

If a resident transfers to another dwelling unit operated by the PHA, the current lease shall terminate and a new lease shall be executed for the new dwelling unit. Any debt incurred by the resident of the previous dwelling unit will transfer to the lease of the new dwelling unit.

## Chapter 15: COMMUNITY SERVICE AND SELF-SUFFICIENCY

### INTRODUCTION

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents contribute eight (8) hours per month of community service or participate in eight (8) hours of training, counseling, classes or other activities to help them achieve self-sufficiency and economic independence. This is a requirement of the Public Housing Lease.

#### **A. Program Requirements**

Community service and economic self-sufficiency requirements mandate that each nonexempt adult household member (18 years or older) shall either contribute 8 hours per month of community service, or participate in an economic self-sufficiency program for 8 hours per month (see 24 CFR section 960.603(a)). The requirements can also be met by performing a combination of 8 hours of community service and participation in an economic self-sufficiency program. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification.

The performance of eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.

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

- Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, Boys and Girls clubs, 4-H program, PAL, garden center, community clean-up programs, beautification programs, other youth or senior organizations
- Help neighborhood groups with special projects
- Work through resident organization to help other residents with problems, serve as an officer on a resident committee, or serve on the Resident Advisory Board (RAB)
- Care for the children of other residents so those residents may volunteer

NOTE: Political activity is excluded.

Self-Sufficiency Activities are activities that include, but are not limited to:

- Job readiness or job-training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Apprenticeships
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Student status at any school, college or vocational school

*Family obligations:*

At lease execution and at each annual and interim recertification, all adult members of a public housing resident family must sign the *Community Services Exemption Checklist* certifying that they have received and read this policy:

- Non-exempt family members must present a completed certification form (provided by the PHA), signed by the party administering the qualifying activities, certifying that the qualifying activities were performed over the previous twelve (12) months. Failure to comply with the community service requirement will result in non-renewal of the family's lease.

## **B. PHA Responsibilities**

Whenever possible, the PHA will provide contact information for agencies that may have opportunities for residents to fulfill their community service obligations.

The PHA will provide families with a *Community Services Exemption Checklist* and recording/certification forms (non-exempt families only) and a copy of this policy at lease execution.

The PHA will make the final determination as to whether a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure (see chapter 13 – *Complaints, Grievances and Appeals*) if they disagree with the determination.

## **C. Exempt Adults**

Public housing residents are exempt from community service activities or self-sufficiency work activities if they are:

- 62 years of age or older or will turn 62 prior to the next determination
- Blind or disabled as defined under 216 (i)(1) or 1614 of the Social Security Act (42 USC 416(i); 1382c, and who certifies that because of this disability he or she is unable to comply with the service requirement

- A primary caretaker of a blind or disabled person, even if the blind or disabled person is not a resident of public housing
- Working at least twenty (20) hours per week or engaged in work activities as defined in Section 407(d) of the Social Security Act
- Exempt from the work requirements for a state welfare program, including Welfare-to-Work
- A parent home schooling their child(ren)
- An active member of the Agency's Family Self Sufficiency Program.
- Receiving Temporary Assistance for Needy Families (TANF) assistance or Supplemental Nutrition Assistance Program (SNAP) and have not been found to be in non-compliance (Note: Individual members of the family receiving benefits or services under TANF or SNAP are exempt for the duration of their receipt of these benefits). This exemption is based on the requirements of TANF and SNAP that recipients of these programs engage in similar self-sufficiency activities.

#### ***D. Non-Compliance of Family Members***

If the PHA determines that a family member is required to fulfill a service requirement, but the family member has failed to do so, the PHA will send the family a notice describing the noncompliance at least 30 days prior to the end of the lease.

In the event of noncompliance, the lease will end unless:

- The family provides proof that the non-compliant resident is no longer in the unit or
- The non-compliant family member and the Head of Household sign an agreement with the PHA to make up the deficient hours over the next twelve-(12) month period. The agreement will stipulate the number of hours the family member is required to perform each month. Staff will monitor these agreements to ensure that the family member is complying with the agreement. Non-compliance with the make-up agreement will result in termination of tenancy at the end of the current 12-month lease. The PHA will issue a 30-day notice of termination based on violation of this agreement.

The resident may request a grievance hearing regarding the PHA's determination of non-compliance and may exercise any available judicial remedy to seek timely amendment of the PHA's non-renewal of the lease due to such determination.

## **CHAPTER 16: FAMILY SELF SUFFICIENCY PROGRAM**

### **INTRODUCTION**

The PHA participates in the Family Self- Sufficiency (FSS) Program offered by the Department of Housing and Urban Development (HUD). Through this program, the PHA assists participants in order to help them increase their earned income, thereby increasing their ability to become economically self-sufficient. Both the delivery of services and planning will be coordinated with various community resources in an effort to deliver the highest quality assistance available to residents.

### **A. *Family Self-Sufficiency Mission Statement***

The PHA is dedicated to connecting assisted families in the Family Self-Sufficiency (FSS) Program with existing community services to help families to achieve economic self-sufficiency.

### **B. *Program Goal***

The PHA's goal is to assist FSS Program Participants in any manner possible to enable them to become economically self-sufficient.

### **C. *FSS Family Selection Procedures***

It is the policy of the PHA to comply with all federal, state, and local nondiscrimination laws, the Americans with Disabilities Act (ADA), and the HUD regulations governing Fair Housing and Equal Opportunity. In addition, the PHA's FSS staff will, upon request, provide reasonable accommodations to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program. The PHA will not discriminate against any potential/current participant based on disability(ies). The PHA will make all reasonable accommodations in order to allow participant participation in the FSS Program. Should the PHA be unable to accommodate a participant due to undue financial or administrative burden, or because such an accommodation would constitute a fundamental alteration to the program, the resident will be referred to other agencies that may be better able to assist the resident.

Families will always be selected in a nondiscriminatory manner, without regard to race, color, religion, sex, family status, national origin, disability, sexual orientation, or gender identity, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended and Executive Order 11063.



FSS applicants will be notified in writing of the reason(s) they were **not** selected for participation and will be informed they have the opportunity to appeal the decision.

Any person who previously participated in the PHA's FSS Program and voluntarily self-terminated or did not complete the program may re-apply for the program after a one year waiting period. If an open slot is not available, the family will be placed on the waiting list.

Successful graduates of the FSS Program will be denied participation in the FSS Program a second time.

### **WAITING LIST**

When necessary, the PHA will maintain a waiting list for the FSS Program, and will select applicants on a first come, first served basis. A limited number of FSS slots and funding is available and a waitlist helps to manage orderly admissions to the FSS program. Priority will be given to those applicants who are currently enrolled in an economic self-sufficiency program, in school, in a training program (resident trainees), or in TANF's Welfare to Work Program. THE PHA will also give priority to families that have recently (less than 1 year) moved into assisted housing.

FSS Program staff will determine when there is an opening and the funding available to add another family to the program. If so, the next applicant will be contacted so they may apply for the FSS program.

### **D. Outreach Efforts**

Efforts will be targeted equally to minority and non-minority families to ensure that non-English speaking families receive information and have the opportunity to participate in the FSS program. Efforts will also be made to serve persons with disabilities including, but not limited to, persons with impaired vision or hearing.

Publication and outreach efforts for the FSS program may include, but are not limited to, distribution of FSS program flyers in mass mailing of program information to current SHRA PH residents and HCV clients and distribution of materials to all eligible participants may occur at the discretion of the Program Managers of both PH and HCV and within the constraints of the SHRA budget. Interpreters for deaf individuals or those with hearing impairments will be used as needed and participants may contact staff via 711 (previously TTD/TDY) or email for information and assistance.

Outreach informational material about the FSS Program may include:

- Details about program history
- Available resources
- Requirements for eligibility
- Application procedures

- Participant responsibilities
- Program benefits

### ***E. Activities and Supportive Services***

FSS Program Coordinators shall, upon request, use all available resources to procure any information regarding assistance participants may need (particularly to complete a FSS goal) and provide such information to participants directly through personal, phone, fax, e-mail or mail contact. FSS Program Coordinators will maintain effective relationships with representatives from the local agency branches and any other relevant program that may provide assistance to participants in completing their program goals. Program coordinators may also offer the following resources and supportive services, as they become available:

- Quarterly support group meetings
- Notices about the availability of new services
- Job search materials and notices
- Resume creation and evaluation
- Homeownership opportunity information
- Workshops

### ***F. Identification of Support Needs***

Methods used for identifying and delivering support services for participants shall be as follows:

Applicants:

All FSS Program applicants are given two opportunities for their needs to be noted and evaluated:

- Pre Enrollment Form:  
→ This form allows participants to address their interpretation of what they need in order to become self-sufficient and/or complete personal goals.
- Needs Assessment:  
→ All interviewed FSS Program applicants will have a needs assessment completed during their initial FSS interview by a FSS Program Coordinator.

Participants

- All FSS Program participants are given regular opportunities to have their needs noted and evaluated at annual appointments and any interim appointments. Any new or continuing needs will be addressed at these appointments through verbal communication and review of the initial needs assessment.

- All participants will continue to receive referrals to supportive services on an ongoing basis. The PHA may make referrals for services, including, but not limited to: transportation, job training, job search, financial assistance, education and any other service that FSS Program Coordinators may be able to procure on behalf of the participant.

### **G. Change of Head in Household**

The FSS head of household is the head of household designated on the family's housing assistance for purposes of rent determination. The head of household is responsible for the requirements under the *Contract of Participation, Individual Training and Service Plan*, and other related documentation.

If a family wishes to transfer head of household status, this can only be done with the permission of the housing manager, and this status may only be transferred to an adult member of the household who is listed on the family's lease/rental agreement. This person must also agree to assume all of the responsibilities, conditions, and terms as the FSS head of household listed in the *Contract of Participation, Individual Training and Services Plan*, and other related documentation.

Upon approval from the Housing Manager, a written request must be submitted to the FSS program and will be attached to the *Contract of Participation* as an amendment. The request must contain the following:

- Name of new designated head of household
- Effective date of change
- Signature of new head of household
- Signature of initial head of household
- Signature of the FSS case manager
- The date signed

The new Head of Household will be required to develop his or her own Individual Training and Services Plan. The contract expiration date and baseline income and TTP figures will remain the same.

### **H. Successful Completion of Contract**

In order to successfully complete the FSS Contract of Participation and receive any money in the FSS Escrow Account, participants must meet the following criteria:

- The head of household has obtained suitable employment (as defined below)
- All members of the household have been independent of welfare benefits for at least twelve (12) consecutive months prior to the expiration date of the contract. Welfare is defined as income assistance from federal or state welfare programs, and includes only cash maintenance payments designed to

meet a family's ongoing basic needs. It does *not* include food stamps, social security benefits, Medicaid, or similar benefits

- All activities listed on the Individual Training and Service Plan (ITSP) must be completed within the designated timeframes
- The household is in full compliance with the lease, including no monies owed for unpaid rent or damages to the assigned unit

### **Employment Definitions**

For purposes of the PHA's FSS program, *seek employment* means the head of household has applied for employment, attended job interviews, and otherwise followed through on employment opportunities as outlined in the individual training and services plan of his or her contract of participation.

*Maintain employment* means that the FSS head of household will complete all of the obligations outlined in the individual training and services plan in his or her contract of participation (COP) and be employed full-time on the last effective day of the COP; or, be employed part-time and enrolled, and participating as agreed, in a part-time education or training program on the last effective day of the COP. The PHA will require verification of this employment or enrollment.

*Suitable employment* generally refers to a job that offers wages comparable to your recent employment and duties that fit your education level and work experience.

For hourly or salaried employees: at least 32 hours per week at minimum wage and consecutively for the past 6 months upon completion date of the contract. If the participant was unable to secure suitable employment the last 6 months due to hardships, (as defined in the contract extension policy), an extension may be granted after the PHA reviews the resident's program participation and work history in order for the participant to successfully complete the Program.

For self-employment: net earnings (after business expense deductions) of at least 32 hours per week at minimum wage consecutively for the past 6 months upon completion date of the contract. If the participant was unable to secure full-time work for the past 6 months due to hardships, (as defined in the contract extension policy), an extension may be granted after the PHA reviews the resident's Program participation and work history in order for the participant to successfully complete the Program.

Accommodations for disabled individuals: Requests for reasonable accommodations must be submitted in writing and supported by a written statement from the individual's medical provider at least 120 days prior to program completion. The statement will include a recommendation from the medical provider as to a specific number of hours that the individual is able to work due to disability. Requests will be considered on a case-by-case basis.

**Suitable employment is defined as follows:**

- A) Employment with an established, legitimate business (the participant is receiving a regular paycheck from which taxes and other required deductions are withheld); or
- B) Self-employment, which is verifiable through signed federal income tax returns.
- C) Contracted or commission employment will be considered if it meets the hourly/income requirements, is verifiable, and is being declared for tax purposes.

Informal employment that does not meet the criteria listed above will not be considered (employment where income is not declared for tax purposes).

Employment must be in a lawful activity.

***I. Program Termination, Withholding of Services, and Grievance Procedures***

The following guidelines will be used regarding the above listed issues:

**Terminations for Cause**

- Any participant terminated for cause from the FSS Program will only be allowed to participate in the PHA's FSS Program at the PHA's discretion.

**Failure to Maintain Contact**

- All participants should contact their FSS Program Coordinator quarterly to provide the coordinator with an update on their progress in completing goals and meeting needs. Participants who consistently fail to maintain contact with their coordinators will be notified by mail. The notice will include a request for the participant to contact their coordinator immediately. Failure to do so could result in termination. If participants fail to promptly contact their program coordinators, the PHA will mail them a letter of termination with a right to appeal within fifteen (15) days. If participants fail to respond within fifteen (15) days, they will be terminated from the Program and will forfeit any escrow monies.

**Failure to Show for Appointments**

- Any participant who fails to appear for three scheduled appointments consecutively will be sent a letter of termination from the Program with a right to appeal within fifteen (15) days. If participants fail to respond within fifteen (15) days, they will be terminated from the Program and will forfeit any escrow monies.

**Failure to Meet and Complete Goals**

- Any participant who consistently fails to complete any of the goals listed within individual ITSP will have their contract reviewed at quarterly meetings for assessment of those goals. If participant consistently does not meet all goals on the ITSP after quarterly reviews, the participant may be terminated from the FSS

Program (except those covered by a reasonable accommodation exception) and will forfeit any escrow funds.

#### All Reasons Outlined In Contract of Participation

- Termination of participation in the FSS Program may occur for any participant for reasons outlined and listed within the *Contract of Participation*.

#### Assisted Housing Program Termination

- Any participant who has their public housing lease terminated will immediately be terminated from the FSS Program and will forfeit any escrow monies.

#### Withholding of Services

- All participants must complete activities within dates listed in each ITSP and provide the PHA and HUD with information about their participation in the FSS Program in order to help evaluate the Program.
- All family members in the participating household must:
  - Comply with the terms of lease
  - Become independent of cash assistance and remain so for at least 12 consecutive months before contract expiration
  - Participant Head of Household must seek and maintain suitable employment after completion of job training/educational program(s) as listed in ITSP
  - Failure of participant to meet the obligations set forth above may result in withholding of supportive services to the participant and/or possible termination from FSS Program.

#### Grievance Procedures

- All participants and applicants to the FSS Program will be provided information regarding their “Right to Review/Appeal,” as outlined in this ACOP. Participants and applicants may file a grievance for any decision involving termination from FSS Program, denial of FSS participation, escrow monies forfeited, and withdrawal of FSS Program Application. All hearings on such issues will be conducted in accordance with this ACOP.

### **J. Assurance of Non-Interference**

The PHA will not take adverse action against individuals or families who choose not to participate in, or are terminated from the FSS Program, including denial of admission or termination of assistance.

### **K. Escrow Accounts**

All escrow accounts shall be handled in the manner deemed acceptable according to HUD rules and regulations as stated within the following documents:

- *Contract of Participation*
- FSS Escrow Credit Worksheet

- The PHA FSS Action Plan
- Any related new HUD Mandate

#### Interim Withdrawals

- The PHA will allow participants to make interim withdrawals of a portion up to 50% of the total amount deposited into the escrow account, plus any interest earned, less any monies owed to the PHA provided that the following terms are met:
  - Participants must complete the Escrow Withdrawal Request form.
  - Participants must provide a reason for withdrawal, which must be related to: Completion of Educational/Job Training related goal(s), such as a lack of money for tuition, books, manuals, equipment, etc. Participants must provide verification of the funding amount needed.
  - Checks must be issued to both the participant and agency/business that will be accepting participant's payment for reasons set forth above.
  - At the time of escrow withdrawal request, the participant must meet interim goals stated in ITSP within the stated time period.

The Escrow Account is established to encourage the family to complete the goals listed in their contract. This incentive is minimized with frequent withdrawals from the escrow account so interim escrow account distributions should be very limited and will be considered only when there are no other options available to meet the funding need.

#### Disbursement of Escrow Account Funds

- All participants who have successfully completed the FSS program are eligible to receive their escrow payment. The escrow payment will be the amount deposited into the account of participant's behalf, plus any interest, less any monies owed to the PHA, once verification has been obtained that no family member is receiving cash assistance.

#### Forfeited Escrow Monies

- All escrow monies forfeited due to *Contract of Participation* termination and/or fraud committed by the participant shall be placed back into the Public Housing Operating Subsidy account maintained by the PHA.

#### Escrow Account Reporting

- All participants who have any amount of monies deposited into an escrow account on their behalf shall receive a report of the amount, including any interest earned at least once per year. The PHA will retain accurate records for escrow accounts, including all deposits, withdrawals, interest earned, forfeited amounts and disbursements for each participant.

## **L. Contract Extension Policy**

Every *Contract of Participation* is originally executed for five years. Some participants may complete their program participation before the five-year period ends. However, some participants may need more than five years to successfully complete the FSS Program. A *Contract of Participation* may be extended for a period not exceeding two years from original end date of the contract.

Reasons for contract extensions include:

- To allow a participant to meet the goal of being off cash assistance for twelve months A participant experiences an involuntary job loss
- A participant, or a dependent, has experienced a serious illness or injury that delayed the participant's meeting and completing goals listed within the ITSP
- A participant has an interruption in their supportive services due to moving (port-ins) and the interruption delays the completion of a goal (e.g. the participant is in college and needs to take more credits in order to graduate, but the earned credits are not transferable due to school policy)

A participant must be able to provide verification of at least one of the above situations in order to qualify for a contract extension.

## **M. FSS REENROLLMENT POLICY AND PROCEDURES:**

The goal of the PHA is to make the FSS Program accessible and available for those participants who have not had the opportunity to enroll, and for those who are porting in from another jurisdiction and who need the assistance and resources upon their arrival to sustain self-economic growth. An FSS participant who had successfully completed the program with an escrow amount will not be eligible for reenrollment. Any person who participated previously in the FSS Program and self-terminated or did not complete the program may re-apply for the program after a one year waiting period. If an open slot is not available, the family will be placed on the waiting list.

The PHA will allow the following circumstances for reenrollment:

- An FSS participant from another PHA porting into this PHA's jurisdiction provided that the program has available openings
- Any participant whose contract was terminated due to his or her *Contract of Participation* (COP) expiring, where no goals were achieved, and no escrow was established, will be eligible for reenrollment after two years since the last COP expired.
- Any participant who was terminated from the FSS Program for program violations, but the PHA's decision was overturned at an informal settlement of grievance, will be eligible for reenrollment into the FSS Program



Any participant who had to terminate from the FSS Program due to hardship (defined but not limited to those listed in the contract extension policy), or if resources and services were not available at the time of their *Contract of Participation*, will be eligible for reenrollment provided that services are now available to meet the goals outlined in their Individual Training and Service Plan.

## **Chapter 17: Violence Against Women Act & Domestic Violence**

### INTRODUCTION

The Violence Against Women Act (VAWA) adds a new housing provision that establishes several categories of protected individuals. Under the law, survivors of domestic violence, dating violence, stalking, and survivors of sexual assault are granted protections, and cannot be denied or terminated from housing or housing assistance due to activity that is directly related to domestic violence.

#### **A. Purpose**

The purpose of this policy is to reduce domestic violence, dating violence, sexual assault, stalking and to prevent homelessness by:

- protecting the safety of survivors;
- creating long-term housing solutions for survivors;
- building collaborations among service providers for survivors; and
- assisting the PHA to respond appropriately to the violence while maintaining a safe environment for the PHA, employees, applicants, Housing Choice Voucher (HCV) participants, public housing program participants and other parties.

This policy will assist the PHA in protecting the individual rights of its to its applicants, public housing residents, Housing Choice Voucher (HCV) participants and other program participants under VAWA.

This policy is incorporated into the PHA's "Admissions and Continued Occupancy Policy," the Housing Choice Voucher Administrative Plan, and all other PHA housing programs.

#### **B. Definitions**

The definitions in this section apply only to this policy.

Actual or imminent threat: Physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual or imminent threat, the factors to considered include: the duration of the risk; the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual: A spouse, parent, brother, sister, child or a person to whom the resident stands in place of a parent or guardian, or any individual, resident, or lawful occupant living in the resident's household.

Confidentiality: The PHA will not enter information survivors provide to the PHA alleging domestic violence into a shared database or provide this information to any related entity.

Dating Violence: Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the survivor; and (b) where the existence of such relationship will be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship.

Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, committed by a person with whom the he or she shares a child in common, committed by a person who is cohabitating with or has cohabitated with the survivor as a spouse or intimate partner, committed by a person similarly situated to a spouse of the survivor under the domestic or family violence laws of California, or committed by any other person against an adult or youth survivor who is protected from that person's acts under California's domestic or family violence laws.

Perpetrator: A person who commits an act of domestic violence, dating domestic violence or stalking.

Safe unit: Refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

Spouse or intimate partner of the victim: A person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

Sexual abuse: To cause substantial emotional or physical harm to the person, , an affiliated individual, or a spouse/intimate partner.

Sexual assault: Any nonconsensual sexual act prescribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Bona Fide Claim: A bona fide claim of domestic violence, dating violence or stalking must include incidents that meet the terms and conditions set forth in the definitions above.

### **C. Certification and Confidentiality**

The person seeking VAWA protections shall provide complete and accurate certifications to a PHA owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days, a PHA owner or manager may take action to deny or terminate participation or tenancy, if otherwise appropriate. Mitigating circumstances will be considered in any case where the person seeking VAWA protection did not submit his or her documentation timely. Additional time may be granted on a case-by-case basis.

### **D. HUD Approved Certification**

For each claimed incident of abuse, the person seeking protection may certify to the PHA, owner or manager, their status under VAWA by completing a HUD-approved certification (form HUD-5382). The person shall certify the date, time and description of the incidents, that the incidents are *bona fide* incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator, including but not limited to, the name and, if known, all aliases, date of birth, address, contact information such a postal, e-mail or internet address, telephone or facsimile number or other identification if it is safe to provide and is known to the individual seeking protection.

### **E. Other Certification**

A person who is claiming protection under VAWA may provide to the PHA, an owner or manager: (a) documentation signed by the individual and an employee, agent or volunteer of a service provider, an attorney, record of administrative agency, mental health professional or a medical professional from whom the individual has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury his or her belief that the incident(s) in question are *bona fide* incidents of abuse; or (b) a federal, state, tribal, territorial, local police or court record.

Additional information may be requested for clarification purposes.

### **F. Confidentiality**

The PHA and the owner and managers shall keep all information provided to the PHA under this section confidential. The PHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- the individual seeking protection requests or consents to the disclosure in writing;

- the disclosure is required for eviction from public housing and/or termination of Housing Choice Voucher (HCV) assistance; or
- the disclosure is required by applicable law.

Unless given permission from the victim to do so, the PHA or owner must not leave messages that contain confidential information or refer to VAWA, the VAWA protections, or the domestic violence, dating violence, sexual assault, or stalking (e.g., asking the victim to come to the PHA office to pick up the form HUD-5382) on the victim's voicemail system or with other individuals, including members of the victim's household.

If the victim gives the PHA or owner permission to contact them about the domestic violence, dating violence, sexual assault, or stalking via mail, voicemail system, electronic mail, or other method approved by the victim, best practice would be to ensure this permission is in writing. If it is not feasible for the victim to provide the permission in writing, the PHA or owner may make a note in the victim's file about which forms of communication with the victim have been approved by the victim. The written permission or other notation must be kept confidential.

When discussing these matters directly with the victim, PHAs and owners must take reasonable precautions to ensure that no one can overhear the conversation.

### ***G. Appropriate Basis for Denial of Admission, Assistance, or Tenancy***

The PHA will not deny participation in or admission to its programs on the basis of a person's abuse status if the person otherwise qualifies for admission to or participation in the programs.

An incident or incidents of actual or threatened domestic violence, dating violence, stalking, or sexual assault against a protected party does not constitute a serious or repeated violation of the lease by the survivor and shall not be good cause for denying the survivor admission to a program, terminating assistance or occupancy rights, or evicting a survivor.

Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a resident's household or any guest or other person under the resident's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the resident or an affiliated individual of the resident's family is the survivor of that domestic violence, dating violence, or stalking.

The PHA or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without evicting, removing, terminating assistance to or otherwise penalizing the survivor of the violence who is also a resident

or lawful occupant. If bifurcation occurs and the removed resident or lawful occupant is the sole resident eligible to receive assistance under the public housing program, the PHA will provide any remaining resident the opportunity to establish eligibility for the public housing program. If the remaining resident cannot establish eligibility, the PHA is required to provide the resident a reasonable time to find new housing or to establish eligibility under another covered housing program.

Nothing in the previous sections shall limit the authority of the PHA, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil or criminal protection orders issued to protect the individual against the perpetrator of the violence, or those court orders issued to address the distribution or possession of property among the household members when the family breaks up.

Nothing in the previous sections shall limit the PHA, an owner or manager's authority to evict or terminate assistance to any resident for any violation of lease that does not involve an act or acts of violence against the resident or a member of the resident's household. However, PHA, owner or manager may not hold a survivor to a more demanding standard than other residents based on their status under VAWA.

Nothing in the previous sections shall limit the PHA, an owner, or manager's authority to evict or terminate assistance, or deny admission to a program if the PHA, owner or manager can show an actual and imminent threat to other residents, neighbors, guests, their employees, persons providing service to the property or others if the resident family is not evicted or terminated from assistance or denied admission.

Nothing in the previous sections shall limit the PHA, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.

A public housing resident who moves out of an assisted dwelling unit to protect his or her health or safety and who: (a) is protected under VAWA pursuant to this Policy; (b) reasonably believes he or she is imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the Program. Public Housing resident will be placed on the PHA's transfer list. Once selected from the transfer list, the resident will be presented with transfer offers.

## ***H. Actions Against a Perpetrator***

The PHA may take action against a perpetrator of domestic violence; however, the survivor of the domestic violence is advised to take action to control or prevent the violence, sexual assault, dating violence, or stalking. The action may include but is not limited to: (a) obtaining and enforcing a criminal and/or civil restraining order against the perpetrator, (b) bringing a claim for trespass against the perpetrator and enforcing any judgment granted by the court against the perpetrator, (c) notifying the PHA and law

enforcement that the perpetrator is trespassing on the property, (d) preventing the delivery of the perpetrator's mail to the his or her unit; and (e) other reasonable measures.

### ***I. PHA Right to Terminate Housing and Housing Assistance Under This Policy***

Nothing in this policy will restrict the PHA, owner or manager's right to terminate tenancy for lease violations by a resident who claims VAWA as a defense if it is determined by the PHA, owner or manager that such a claim is not credible. Nothing in this policy will restrict the PHA's right to terminate tenancy if the resident: (a) allows a perpetrator to violate a court order relating to the act or acts of violence; or (b) if the resident voluntarily allows a perpetrator who has been barred from PHA property to come onto PHA property, including but not limited to the his or her unit or any other area under his or her control.

Nothing in this policy will restrict the PHA's right to terminate housing and housing assistance if a resident who claims VAWA protection as a defense to an eviction or termination action relating to domestic violence has engaged in fraud or program abuse, especially where such fraud and abuse can be shown to have existed before the claim of domestic violence was made. Such fraud and abuse includes, but is not limited to, unreported income, unauthorized occupants, violations of the rule prohibiting boarders and lodgers, or damage to the property.

#### **Examples of When Adverse Factors Might Be Direct Results of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking**

On the surface, adverse factors may appear unrelated to domestic violence, dating violence, sexual assault, or stalking and may present legitimate reasons for denial, termination, or eviction. However, the presence of an adverse factor may be due to an underlying experience of domestic violence, dating violence, sexual assault, or stalking. An adverse factor may be present during much of an abusive relationship, or it may present itself only when a victim is attempting to leave, or has left, the abusive relationship.

The following examples are provided to give PHAs and owners a sense of the many instances in which adverse factors might be the "direct result" of domestic violence, dating violence, sexual assault, or stalking. Please note that this list is neither exhaustive nor definitive.

**Poor credit history.** Depending on the circumstances, poor credit history may be a direct result of domestic violence, dating violence, sexual assault, or stalking when the domestic violence, dating violence, sexual assault, or stalking results in, for example:

- Forcing a victim to obtain credit, including credit cards for the perpetrator's use.
- Using a victim's credit or debit card without permission, or forcing them to do so.

- Selling victims' personally identifying information to identity thieves.
- Running up debt on joint accounts.
- Obtaining loans/mortgages in a victim's name.
- Preventing a victim from obtaining and/or maintaining employment.
- Sabotaging work or employment opportunities by stalking or harassing a victim at the workplace, or causing a victim to lose their job by physically battering the victim prior to important meetings or interviews.
- Placing utilities or other bills in a victim's name and then refusing to pay.
- Forcing a victim to work without pay in a family business, or forcing them to turn their earnings over to the abuser.
- Job loss or employment discrimination due to status as a victim of domestic violence, dating violence, sexual assault, or stalking.
- Job loss or lost wages due to missed work to attend court hearings, seek counseling or medical care, or deal with other consequences of the crime. • Hospitalization and medical bills the victim cannot pay or cannot pay along with other bills.

**Poor rental history.** Depending on the circumstances, poor rental history may be a direct result of domestic violence, dating violence, sexual assault, or stalking, when the domestic violence, dating violence, sexual assault, or stalking results in, for example:

- Property damage;
- Noise complaints;
- Harassment;
- Trespassing;
- Threats;
- Criminal activity;
- Missed or late utility payments(s);
- Missed or late rental payment(s);
- Writing bad checks to the landlord; or
- Early lease termination and/or short lease terms.

**Criminal record.** Depending on the circumstances, a criminal record may be a direct result of domestic violence, dating violence, sexual assault, or stalking when the domestic violence, dating violence, sexual assault, or stalking results in, for example:

- Forcing a victim to write bad checks, misuse credit, or file fraudulent tax returns;
- Property damage;
- Theft;
- Disorderly conduct;
- Threats;
- Trespassing;
- Noise complaints;
- Family disturbance/trouble;
- 911 abuse;



- Public drunkenness;
- Drug activity (drug use and the selling of drugs);
- Crimes related to sex work;
- “Failure to protect” a child from a batterer’s violence and/or abuse;
- Crimes committed by a victim to defend themselves or in defense of third parties from domestic violence, dating violence, sexual assault, or stalking; or
- Human trafficking.

**Failure to pay rent.** Depending on the circumstances, temporary failure to pay rent may be a direct result of domestic violence, dating violence, sexual assault, or stalking, when domestic violence, dating violence, sexual assault, or stalking results in, for example:

- The victim’s injury or temporary incapacitation;
- The arrest of the only wage-earning member of the household;
- Preventing the victim from obtaining and/or maintaining employment;
- Sabotaging work or employment opportunities by stalking or harassing the victim at the workplace;
- Causing the victim to lose the victim’s job by physically battering prior to important meetings or interviews;
- Placing utilities or other bills in the victim’s name and then refusing to pay;
- Forcing the victim to turn their earnings over to the abuser;
- Forcing the victim to work without pay in a family business;
- Job loss or employment discrimination due to status as a victim of domestic violence, dating violence, sexual assault, or stalking;
- Losing wages or a job due to missing work to attend court hearings, seek counseling or medical care, or deal with other consequences of the crime can result in loss wages and unemployment; or
- Inability to pay bills after significant medical expenses resulting from the victim’s hospitalization.

***J. Statements of Responsibility of resident, the PHA to survivors, and to the Larger Community***

A survivor of domestic or other violence still has the same duty under the lease to meet and comply with its terms as any other resident not making such a claim. Ultimately all residents must be able to take personal responsibility and exercise control over their households in order to continue their public housing assistance. The PHA will continue to issue lease violation notices to all residents who violate the lease, including those who claim a defense of domestic violence being perpetrated against them. The PHA recognizes the cycle of domestic violence and will work with survivors of domestic violence by partnering with other local support service providers. The local support service providers will work to help break the cycle of domestic violence through counseling and the development of a Safety Plan.

A resident who claims as a defense to a lease violation that the violation is directly related to domestic violence will be referred to a domestic violence advocacy program.

A resident must take personal responsibility for exercising control over his or her household by accepting assistance and complying with the Safety Plan.

The PHA will not charge resident survivors of domestic violence for changing their locks to prevent entry by the perpetrator. Once the locks have been changed, the resident shall not provide a copy of the key to the perpetrator or any other individual who is not a household member or live-in aide.

### ***K. Notice to Applicants, Participants and Residents***

The PHA shall provide notice to applicants, participants, residents, and managers of their rights and obligations under VAWA, including the right to confidentiality when a person is denied assistance, when a person is admitted, and when a resident is notified of eviction or termination of housing benefits and within the 12-month period following December 16, 2016 either during the annual recertification process or lease renewal process, whichever is applicable. Residents will also be provided with HUD form-5382 and the Notice of Occupancy Rights under VAWA.

### ***L. Reporting Requirements***

The PHA shall include in its 5-year plan a statement of goals, objectives, policies or programs that will serve the needs of survivors of domestic violence. The PHA will also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to assist survivors with obtaining or maintaining housing, or to prevent the abuse and enhance the safety of survivors.

### ***M. Conflict and Scope***

This Policy does not expand the PHA's duty under any federal, state, or local law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another PHA policy, such as its Housing Choice Voucher Administrative Plan, or the Public Housing Admissions and Continued Occupancy Policy, this Policy will control.

### ***N. Transfers***

The PHA provides that families may move in violation of the lease if they have complied with all other obligations of the public housing program and have moved out of the assisted dwelling unit in order to protect the health or safety of a household member who is or has been a survivor of domestic violence, dating violence, stalking, or sexual assault and who reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the current assisted unit.

If the circumstances described above exist, the PHA may allow a family to move under involuntary transfer procedures if the only basis for the denial is that the family is

violating the lease agreement. The PHA may request that the family provide the HUD-approved certification form (form HUD-5382), or other acceptable documentation in order to verify the family's claim that the request to move is prompted by incidences of abuse in the unit.

Any family that requests to transfer will be provided with a copy of the PHA's Emergency Transfer Plan (HUD Form 5381.) This plan will provide information to family's looking to transfer due to a VAWA-related incident, as well as providing additional VAWA resources to the family. These transfers will be categorized as emergency transfers, and will be treated at the highest level of priority. VAWA transfers will be in the same category as other displacement related transfers.

Families will be placed on a transfer list, and will be provided with Public Housing options in both the City and County of Sacramento. Eligibility will need to be redetermined if moving between the City and County of Sacramento.

### ***O. Domestic Violence***

The PHA will provide referrals to residents who are survivors of domestic violence. Referral Agencies are listed on the Notice of Occupancy Rights that is provided to each family at intake, at their first annual recertification after December 2016, and with any proposed adverse action. If other housing resources are known, those resources will be shared.

## Chapter 18: Public Housing Non-Smoking Facility Policy

### INTRODUCTION

The PHA does not allow smoking in residential units or internal common areas within its Public and Affordable Housing properties. This policy is consistent with the U.S. Department of Housing and Urban Development (HUD) regulations, which allows PHAs to establish smoke-free policies. Additionally, this policy complies with the requirements set-forth in the Americans with Disabilities Act (ADA) and California Labor Code section 6404.5.

**1. Definition:** The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, electronic nicotine device, or other tobacco product or similar lighted product (marijuana, herb, or any combustible substance) in any manner or form.

**2. The Housing Authority of the City/County of Sacramento is not a guarantor of a smoke-free environment:** The PHA will take reasonable steps to enforce the Non-Smoking Facility Policy if there is sufficient evidence of the policy violation. The PHA may not be able to take additional steps in response to the smoking unless management or other employees have actual knowledge of the smoking and the identity of the responsible resident.

**3. The Housing Authority of the City/County of Sacramento disclaimer:** The PHA denies any implied or express warranties that its properties will have any higher or improved air quality standards than any other rental property. The PHA cannot and does not warranty or promise that its properties will be free from secondhand smoke. Residents acknowledge that the PHA's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by residents and their guests.

**4. Lease violation:** Residents are responsible for the actions of their household, their guests, and their visitors. Failure to comply with any of the conditions of the Non-Smoking Facility Policy constitutes a lease violation, which will result in a warning letter, with further violations leading to eviction. In addition, the resident(s) will be responsible for all costs incurred to remove smoke odor or residue due to any violation of this Addendum (e.g. flooring, walls, ceilings, cabinets, etc.)

Smoking is prohibited inside residential units, any common interior areas, including but not limited to hallways, laundry rooms, stairways, elevators, and within 25 feet of building(s) including entry way, porches, balconies, windows, and patios. This policy applies to all staff, residents, guests, visitors and contractors.

**5. Smoking cessation** – Information on smoking cessation resources and programs is available on the American Lung Association web page at: [www.lungusa2.org/cessation2](http://www.lungusa2.org/cessation2)

**Please note while possession of marijuana is no longer a crime under California law, it's possession is still illegal under Federal law. When a state law is in conflict with a Federal law, the Federal law prevails. Thus, under Federal law possession of marijuana for medical or non-medical purposes constitutes a crime and is prohibited in Public Housing (see Chapter 22 – *Marijuana Policy*).**

Marijuana

See Chapter 22 - *Marijuana Policy*.

## Chapter 19: PROGRAM INTEGRITY ADDENDUM

### INTRODUCTION

The PHA is committed to assuring that the proper level of benefits is paid to all residents, and that housing resources are used to assist only income-eligible families so that program integrity is maintained. The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the PHA's policies for the prevention, detection and investigation of program abuse and resident fraud. It also describes the actions that will be taken in the case of errors and omissions (either intentional or unintentional)..

#### ***A. Criteria for Investigation of Suspected Abuse and Fraud***

The PHA will not undertake an inquiry or an audit of a resident family arbitrarily. The PHA's expectation is that resident families will comply with HUD requirements, provisions of the lease, and other program rules in order to continue to receive the benefit of housing assistance. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, the community, and eligible families in need of housing assistance, to monitor residents' lease obligations for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

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

- **REFERRALS, COMPLAINTS, OR TIPS:** The PHA will follow up on referrals from other agencies, companies or persons that it receives by mail, by telephone or in person alleging that a resident family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made provided that the referral contains at least one item of information that is independently verifiable. A copy of the allegation and supporting evidence will be retained in the resident's file.
- **INTERNAL FILE REVIEW:** A follow-up will be made if PHA staff discovers (as a function of a [re]certification, an interim re-determination, or a quality control review), information or facts that conflict with previous file data, the PHA's knowledge of the family, or contradicts statements made by the family.
- **VERIFICATION OR DOCUMENTATION:** A follow-up will be made if the PHA receives independent verification or documentation that conflicts with representations in the resident file (such as public record information, credit bureau reports, court documents, or reports from other agencies).

## ***B. Steps the PHA will take to Prevent Program Abuse and Fraud***

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and resident families. This policy objective is to establish confidence and trust in management by emphasizing education as the primary means to achieve compliance by resident families.

### **ENTERPRISE INCOME VERIFICATION (EIV)/RENTAL HOUSING INTEGRITY**

**IMPROVEMENT PROJECT (RHIP) BROCHURE:** This program integrity bulletin (created by HUD's Office of Inspector General) will be furnished and explained to all applicants to ensure understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.

**PROGRAM ORIENTATION SESSION:** Mandatory orientation sessions will be conducted by the site manager for all prospective residents either prior to or upon execution of the lease where all rules and pertinent regulations will be explained.

**RESIDENT COUNSELING:** The PHA will routinely provide resident counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements. Information will be provided explaining the actions a family must take to avoid committing fraud.

**REVIEW AND EXPLANATION OF FORMS:** Staff will explain all required forms and review the contents of all (re)certification documents prior to signature and explain the penalties for abuse.

**USE OF INSTRUCTIVE SIGNS AND WARNINGS:** Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

**RESIDENT CERTIFICATION:** All family representatives will be required to sign a "Resident Certification" form, as contained in HUD's Resident Integrity Program Manual.

## ***C. Steps The PHA will take to Detect Program Abuse and Fraud***

The PHA staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

**QUALITY CONTROL FILE REVIEWS:** Prior to initial certification, and at the completion of all subsequent recertifications, each resident file will be reviewed by PHA staff. These reviews will include, but are not limited to:

- Use of *EIV Existing Resident Report*
- Utilize EIV Income Report, Identity Verification Report and Multiple Subsidy Report within 90 days of move in
- Verify that all income information has been submitted in accordance with the guidelines
- All allowable deductions are documented
- Adjusted income is calculated correctly
- All forms are correctly completed, dated and signed
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents
- Ratio between reported income and expenses
- Review Enterprise Income Verification (EIV) report, by authorized staff, at all certifications
- Review of signatures for consistency with previously signed file documents
- Fully utilize EIV system by running monthly HUD required reports that include:
  - Multiple Subsidy reports
  - Deceased Resident
  - New Hires
  - Income Discrepancy
  - Debts Owed to PHA
  - Immigration Report

**OBSERVATION:** The PHA Management and Occupancy Staff (including maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. This will also include staff observations during inspections and facilitating work requests. The PHA will provide continuous training to staff regarding program rules and regulations.

**PUBLIC RECORD BULLETINS:** May be reviewed by management and staff.

**CREDIT BUREAU AND FBI INQUIRIES:** Credit Bureau and FBI inquiries may be made (with proper authorization by the resident) in the following circumstances:

- At the time of final eligibility determination
- When an allegation is received by the PHA wherein unreported income sources are disclosed
- When a resident's expenditures exceed their reported income, and no plausible explanation is given
- When requests are made to add another adult to the household composition.



#### ***D. The PHA's Handling of Allegations of Possible Abuse and Fraud***

The PHA staff will encourage all resident families to report suspected abuse to the site manager. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the resident's file. All allegations, complaints and tips will be carefully evaluated in order to determine whether they warrant follow-up. PHA Management will not follow up on allegations that are vague or otherwise non-specific. The PHA will only review allegations that contain one or more independently verifiable facts. Staff will initiate follow up of any information contained in the EIV reports when this information conflicts with resident-reported information.

**FILE REVIEW:** An internal file review will be conducted to determine:

- Whether the subject of the allegation is a resident of the PHA and, if so, to determine whether or not the family has previously disclosed the information reported
- It will then be determined whether the PHA is the most appropriate agency (more so than police or social services) to conduct a follow-up investigation. Any file documentation of past behavior as well as corroborating complaints will be evaluated.

**CONCLUSION OF PRELIMINARY REVIEW:** If, at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation that conflict with file data and the fact(s) are independently verifiable, PHA management will initiate an investigation to determine whether the allegation is most likely true or false.

#### ***E. How the PHA will Investigate Allegations of Abuse and Fraud***

If the PHA determines that an allegation of fraud warrants follow-up, a staff member designated by PHA Management to monitor program compliance, will conduct an investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

**CREDIT BUREAU AND BANK ACCOUNT INQUIRIES:** In cases involving previously unreported income sources, a CBI or bank account inquiry may be made to determine whether there is financial activity that conflicts with the reported income of the family.

**VERIFICATION OF CREDIT:** In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

**EMPLOYERS AND EX-EMPLOYERS:** Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

**Neighbors/Witnesses:** Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.

**OTHER AGENCIES:** Investigators, child support services, caseworkers or representatives of other benefit agencies may be contacted.

**PUBLIC RECORDS:** If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records that may be reviewed are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, and postal records.

**INTERVIEWS WITH HEAD OF HOUSEHOLD OR FAMILY MEMBERS:** The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. The PHA staff person who conducts such interviews will maintain a high standard of courtesy and professionalism.

#### ***F. Placement of Documents, Evidence and Statements Obtained by the PHA***

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be kept in the resident's file, or in a separate "work file." In either case, the resident file or work file shall be kept in a locked file cabinet.

#### ***G. Conclusion of the PHA's Investigative Review***

At the conclusion of the investigative review, the reviewer will report the findings to Management. It will then be determined whether a violation has occurred, a violation has not occurred, or that the facts are inconclusive.

#### ***H. Evaluation of the Findings***

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

- The type of violation. (procedural, non-compliance, fraud, etc,)
- Whether the violation was repetitive

- The amount of money (if any) owed by the resident
- Whether the family is eligible for continued occupancy

### ***I. Action Procedures for Violations Which Have Been Documented***

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

#### **PROCEDURAL NON-COMPLIANCE**

This category applies when the resident "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment
- Failure to return verification by a deadline specified by the PHA

**Warning Notice to the Family:** In such cases a notice will be sent to the family, which contains the following:

- A description of the non-compliance and the procedure, policy or obligation that was violated
- The date by which the violation must be corrected, or the procedure complied with by the deadline set by the PHA
- The action that will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA
- The consequences of repeated (similar) violations

#### **PROCEDURAL NON-COMPLIANCE - RETROACTIVE RENT**

When a resident owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Underpaid Rent. This Notice will contain the following:

- A description of the violation and the date(s)
- The amount owed to the PHA
- A 10-day response period to initiate a payment agreement or to request a hearing
- The right to disagree and to request an informal settlement of grievance with instructions for the request of such hearing

**RESIDENT FAILS TO COMPLY WITH PHA'S NOTICE:** If the resident fails to comply with the PHA's notice, and a material provision of the lease has been violated, the PHA will initiate termination of tenancy.

#### **RESIDENT COMPLIES WITH PHA'S NOTICE:**

When a resident complies with the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision that was violated.

## **INTENTIONAL MISREPRESENTATIONS**

When a resident falsifies, misstates, omits or otherwise misrepresents a material fact that results (or would have resulted) in an underpayment of rent by the resident, the PHA will evaluate whether the resident knowingly and willfully violated the lease provision, rule, regulation, or law at issue.

**KNOWLEDGE THAT THE ACTION OR INACTION WAS WRONG:** This will be evaluated by determining whether the resident was made aware of program requirements and prohibitions. The resident's signature on various documents and certifications, briefing certificate, data collection sheet and *Lease Agreement* are adequate to establish knowledge of wrongdoing.

**THE RESIDENT WILLFULLY VIOLATED THE LAW:** Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the resident of the misrepresentation.
- The act or omission was done more than once
- A false name or Social Security Number was used
- There were admissions by the resident to others of the illegal action or omission of material fact or program violation
- The resident omitted material facts that were known to them (e.g., employment of self or other household member).
- The resident falsified, forged or altered documents.
- The resident made statements and certified them at a rent re-determination that were later independently verified to be false

## **RESOLUTION OF SERIOUS VIOLATIONS AND MISREPRESENTATIONS**

When the PHA has established that material misrepresentation(s) have occurred, a resident discussion will be scheduled with the head of the household and PHA management staff.

This meeting will take place prior to any proposed action by the PHA. The purpose of the meeting is to review the information and evidence obtained by the PHA with the resident(s), and to provide the resident(s) an opportunity to explain any documented findings that conflict with representations made by the family. The resident will be given 10 days to furnish evidence to explain the PHA's findings.

A secondary purpose of this meeting is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

- The duration of the violation and number of false statements or omissions made by the resident or the family
- The resident's ability to understand the rules
- The resident's willingness to cooperate, and to accept responsibility for their actions
- The amount of money involved
- The resident's past history

- Whether the PHA finds that the resident intentionally misrepresented information or intentionally omitted information (the PHA will use a “reasonable person” standard to establish intent [i.e. a reasonable person knew or should have known that they were misrepresenting or omitting information to the PHA])

Misrepresentation of household composition or income may result in lease termination or the issuance of a warning letter based on the lease violation, along with a demand for payment of monies due to the PHA.

### **DISPOSITIONS OF CASES INVOLVING MISREPRESENTATIONS**

In all cases of misrepresentations involving efforts to recover monies owed by residents, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

#### **CRIMINAL PROSECUTION**

If the PHA has established intent, and the case meets the criteria for prosecution, the PHA may:

- Terminate tenancy
- Refer the case to the law enforcement, notify HUD's RIGI, and terminate rental assistance.

#### **ADMINISTRATIVE REMEDIES**

The PHA may:

- Terminate tenancy and demand payment of restitution in full.
- Terminate tenancy and pursue restitution through civil litigation.
- Permit continued occupancy at the correct rent and execute a repayment agreement in accordance with the PHA's repayment policy.

## ***J. Code of Conduct***

### **Conflicts of Interest**

1. No employee, officer or agent of the PHA shall participate in selection, or in the award or administration of a contract supported by U.S. Federal funds if a conflict of interest would be involved. Such a conflict would arise when (i) the employee, officer, or agent, (ii) any member of their immediate family, (iii) their partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

2. An employee, officer, or agent of the PHA shall ensure that s/he is not involved in any potential violation of this provision.

### **Gifts**

1. The PHA officers, employees or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Depending on the circumstances, exceptions to this provision may be granted only in situations where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
2. An employee, officer or agent of the PHA shall be careful to ensure that s/he is not involved in any potential violation of this provision.

### **Administration**

1. Any employee, officer or agent of the PHA should report violations of this Code of Conduct to their supervisor, or to the Human Resource Department.
2. There will be no retaliation against any party who makes a good faith complaint concerning violations of this Code of Conduct, regardless of whether it is ultimately determined that such violation has in fact occurred. There will also be no retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.
3. All supervisors have a responsibility to be sensitive to and deal with violations of this Code of Conduct. This responsibility includes monitoring all relevant work activities and contacting their Program Manager or the Human Resource Department if it is reasonably believed that a violation of the Code of Conduct has occurred. Any such report shall be investigated regardless of whether a formal complaint has been made.

### **Discipline**

1. Any employee, officer or agent of the PHA determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination.

### **Dissemination**

1. Any employee, officer or agent of the PHA shall be informed of this Code of Conduct when this Code is adopted, and/or when s/he is initially retained by the PHA and on an annual basis thereafter.

## **Chapter 20: REASONABLE ACCOMMODATION POLICY AND PROCEDURES**

### ***A. Fair Housing Policy***

It is the policy of the Public Housing Authority (PHA) to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing fair housing and equal opportunity in housing and employment.

The PHA will not deny any family or individual the opportunity to apply for or receive assistance under the public housing program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, disability, genetic information, sexual orientation, or gender identity.

To affirmatively further fair housing (AFFH), the PHA has a commitment to full compliance with applicable civil rights laws, the PHA will provide federal/state/local information to public housing residents or applicants regarding discrimination and any recourse available to them if they believe they are survivors of discrimination based on their membership in a protected class (e.g. race or national origin). Such information will be made available during the family briefing session and placed in their briefing packet. It will include information for applicants on how to file a fair housing complaint, including the provision of the toll-free number for the Fair Housing Complaint Hotline, 1-800-669-9777 and the Federal Information Relay Service at 1-800-887-8339.

Except as otherwise provided in 24 CFR §§ 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities will be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout the PHA's offices in such a manner as to be easily readable from a wheelchair.

Public Housing Management offices are accessible to persons with disabilities. Accessibility for the individuals with hearing impairments is provided via 711, a free relay service.

Circumstances may require that a family be approved for a larger unit than the occupancy standards permit when persons cannot share a bedroom due to a disabled family member's need for medical equipment because of the equipment's size and/or function. This must be approved through the reasonable accommodation process. A physical inspection of the unit will be conducted prior to approval of this exception.

The PHA will also provide and review information regarding fair housing rights and responsibilities during family annual recertification meetings.

## ***B. Reasonable Accommodation Policy***

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy (ACOP), including, but not limited to, when a family initiates contact with the PHA, when the PHA initiates contact with a family, including when a family applies, during residency and when the PHA schedules or reschedules appointments.

An applicant or a participant with a disability must first request a reasonable accommodation based on a disability or disabilities before the PHA will deviate from standard practice. Most requests for reasonable accommodations will be reviewed by the Reasonable Accommodation Committee (RAC).

The PHA's policies and practices are intended to afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit or to reach the same level of achievement, as individuals without disabilities and is applicable to all situations described in this Admissions and Continued Occupancy Policy. To request a reasonable accommodation due to a disability, an applicant or participant must qualify as an individual with a disability under the following definition of disability (from the California Fair Employment and Housing Act, codified at California Government Code §§ 12900-12966):

- Have a physical or mental impairment that limits one or more of the major life activities (e.g. working, learning, eating, moving, etc.) of an individual;
- Have a record of such impairment; or,
- Be regarded as having such impairment. The PHA will fully comply with the obligations found in HUD Notices PIH 2010-26 (HA) and PIH 2006-13 (HA) [Non-Discrimination and Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988].

The term "individual with disabilities" is referenced in 24 CFR §9.103. The term "disabled person" is defined in the Glossary to this ACOP.

### **Methods Used to Certify a Person with a Disability and the Need for a Reasonable Accommodation**

The PHA staff will work with the individual to determine the least intrusive or restrictive means for certifying a disability.

To verify that an applicant or resident is a person with a disability, PHA staff will first check to see whether the applicant is under the age 62 and receives either Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI) based on disability, or other disability based income.

Some applicants or residents may be persons with disabilities even though they do not have such income. In these cases, a verification form will be sent to a qualified



professional having knowledge of the person's disability who can verify the person's status.

Once the individual's disabled status is established, a professional third-party, a doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability to make an assessment must provide written verification that the specific accommodation requested is due to the disability and the specific change is required for equal access to the housing program. Individuals with disabilities who request reasonable accommodations may make such requests either orally or in writing and are not required to use a specific form in order to make such requests. Letters submitted by an applicant or resident from a qualified professional having knowledge of the person's disability are acceptable. However, the PHA has a standard Reasonable Accommodation Request form available in order to help expedite these requests.

In order to appropriately review some requests (such as when a family requests an additional bedroom for medical equipment) a home visit may be conducted by the PHA. The PHA will provide a written decision to the person requesting the accommodation within a reasonable period of time. As part of its review of the requested accommodation the PHA, as necessary, may engage in an interactive process with the resident prior to issuing a decision on the request (e.g. where the connection between the disability and the requested accommodation is not clear). The PHA's Reasonable Accommodation Committee (RAC) may also approve the request by committee decision when the request is clear and the need for the requested accommodation based on the resident's or applicant's disability is sufficiently demonstrated by the resident's or applicant's supporting documentation. When the request for accommodation is denied, the denial letter will indicate that the applicant or participant may contact staff to discuss alternative accommodations. Additionally, the applicant or participant may submit another request for a reasonable accommodation at any time. If a resident or applicant is denied the requested accommodation or feels that the alternative suggestions are inadequate, he or she may request an informal hearing to appeal the PHA's decision (please see Chapter 13 of the Admissions and Continued Occupancy Policy).

A reasonable accommodation will be made for persons with a disability who require an advocate. A designee will be allowed to provide information with the written permission of the person with the disability.

Reasonable accommodations will be made for persons requesting PHA mailings to be available in an accessible format.

#### Undue Hardship

The Reasonable Accommodation Committee (RAC) will review the request to ensure that the request will meet the need identified by the individual with disabilities, and that the request does not create an undue financial or administrative burden on the PHA. The

PHA may deny the request and/or present an alternative accommodation that would still meet the need of the person with disabilities.

An undue administrative burden is one that would require a fundamental alteration of the essential functions of the PHA or would pose a severe financial hardship on the PHA.

In determining whether an accommodation would create an undue hardship, the following guidelines apply:

- The nature and cost of the accommodation needed;
- The overall current financial resources of the facility or facilities;
- The number of persons currently employed at such facility;
- The number of families likely to currently need such accommodation;
- The effect on expenses and resources; or
- The likely impact on the operation of the facility as a result of the proposed accommodation.

### ***C. Procedure for Processing Requests for Disabilities Reasonable Accommodations for Individuals with Disabilities***

This procedure establishes a framework for the receipt, processing, and final disposition of informal and formal participant reasonable accommodation requests. While individual requests may require special handling, these guidelines are followed whenever possible. Proper documentation and tracking for each step in the process is essential.

A brochure has been developed explaining the process for requesting a reasonable accommodation which is distributed to families at initial intake and at annual re-certifications.

#### **Informal Reasonable Accommodation Requests**

When a participant requests a reasonable accommodation that appears, on its face, to be reasonable with regard to the individual's visible disability, staff should handle the request informally. "Informally" means that the request can be granted with supervisory review and approval, without first submitting it to the Reasonable Accommodation Committee (RAC) for review (RAC review will take place after the fact).

Informal reasonable accommodation requests may be granted expeditiously. Staff must still enter information into the appropriate fields of the Reasonable Accommodation Tracking Log and notate the electronic resident file as to the request and the approval of the reasonable accommodation.

Annual approvals for informal requests for reasonable accommodations will not be required during subsequent re-certifications. However, the PHA retains the right to re-evaluate the need for the requested accommodation at any time. -If re-evaluation is

needed, management will then require third-party verification in order to verify the need for the requested accommodation.

Some examples of disabilities that may fit the informal approval procedure include:

- Quadriplegics requesting a front door ramp, wider doorways, grab bars, and reduced-height, or cut-out kitchen cabinetry. The resident's self-certification management's observations are sufficient to informally grant the reasonable accommodation request when there is a nexus between the observed disability and the requested reasonable accommodation
- A visible disability or impairment which would require an accommodation wherein business will be conducted over the telephone, by home visits, or by other means not involving trips to the office

The processing of informal reasonable accommodation requests should be done promptly to reduce the time the participant must wait for the requested reasonable accommodation. When possible, staff should immediately begin the process of securing the requested reasonable accommodation.

Informal handling of reasonable accommodation requests should not be used as a "shortcut" to third-party verification. If the individual's disability is not visible, then the request should be put through the formal process.

The RAC will review each week's reasonable accommodation requests to determine whether informal reviews are being utilized appropriately and communicate any adjustments to staff that may be necessary for efficient and proper handling of these requests.

### **Formal Reasonable Accommodation Requests**

Formal processing of reasonable accommodation requests is required when:

- the disability and/or the need for a specific accommodation is not visible; or
- it is not clear how the requested accommodation is related to the disability, or
- the reasonable accommodation is unreasonable, cost prohibitive, or approval at the informal level is uncertain.

In these cases, a Formal Reasonable Accommodation request must be submitted for the review of the RAC.

### **Step 1: Participant Request for Reasonable Accommodation Due to Disability**

Upon a resident's request for a reasonable accommodation based on his or her disability, staff should immediately recommend that the participant complete the first two pages of

the *Authorization For Use Or Disclosure of Health Information* form. This form will provide the information needed to identify the resident, specify the requested accommodation, and authorize the individual's health care provider or other qualified professional to release information needed to properly verify the resident's disability and need for the accommodation he or she is requesting.

The form must be returned to the office so that PHA staff can fax the form to the qualified professional(s). This will help to maintain the integrity of the third-party verification process that is central to the formal reasonable accommodation process. However, if the individual requesting the reasonable accommodation can provide the PHA with a current letter from a qualified professional (e.g. physician or nurse practitioner) that contains all the relevant information for the PHA to consider the requested accommodation, the letter may be accepted in place of the PHA's standard form.

### **Step 2: Staff Action on the Request**

Once the completed forms are received, staff will review the form for completeness and work with the resident to clarify the request as needed. Staff will ensure that all appropriate information is provided and will then sign and date the bottom of the form (designated for office use only). The resident will be provided with a copy of the form, if requested.

Staff shall send via fax all four pages of the *Authorization For Use Or Disclosure of Health Information* form to the qualified professional identified by the resident. PHA staff should advise the participant to contact the qualified professional to encourage their participation and cooperation in the timely processing of their reasonable accommodation request.

Staff will document in the electronic resident file maintained in Yardi (the PHA's data and case management system) the date request received, the accommodation requested, and the date the form was faxed to the qualified professional.

Staff will send the Accommodation Request Packet (ARP) to the Reasonable Accommodation Receiver (RAR) via inter-office mail no later than the end of the next business day after faxing. The ARP consists of the first 2 pages of the *Authorization For Use Or Disclosure of Health Information* form that are sent to the qualified professional, along with the fax confirmation sheet, if it is available.

The ARP consists of the first 2 pages of the *Authorization For Use Or Disclosure of Health Information* form that are sent to the qualified professional, along with the fax confirmation sheet, if it is available.

### **Step 3: Front-End Processing Responsibility**

The RAR will receive Application Packets from staff, compile the completed *Authorization For Use Or Disclosure of Health Information* form(s) from qualified professional(s), and

respond to status questions from residents or process questions from qualified professionals.

The RAR will be responsible for the centralized tracking and filing up until consideration of the RAC.

#### **Step 4: Role of the RAC**

The RAC reviews all completed reasonable accommodation requests weekly. The members are:

One Program Manager from the Housing Choice Voucher program;  
One Regional Manager from the Conventional Housing program;  
One Regional Manager or management level staff; and  
One Supervisor or above from PHA Applications (HCV or public housing).

At least three (3) members are necessary to make a decision. A Director may sit in for any of the members described above.

RAC members shall meet to review and evaluate the requested accommodations in light of the provider's verification of disability-related need(s) and recommendations as to the needs of the individual who requested the reasonable accommodation(s).

If the information submitted by the qualified professional is incomplete, the RAC may follow up to request additional information or clarification.

The RAC shall also review the Informal Requests for Reasonable Accommodations and maintain documentation of these decisions.

The RAC shall determine whether the reasonable accommodation request is:

- Granted; or
- Denied
- Voided

The RAC may also work interactively, as necessary, with the resident or family to obtain additional information or to look at other alternatives to the requested accommodation prior to issuing a decision.

#### **Step 5: Participant Communication and the Interactive Process**

In the event that the qualified professional specified in the ARP does not respond to the PHA for thirty (30) calendar days, a void letter will be issued stating that no response has been received from the specified provider. The void letter shall specify that any additional information will be considered.

In those cases where an evaluation of the qualified professional's recommendation indicates an alternate accommodation may be similarly effective, and based on the RAC's recommendation, the Reasonable Accommodation Receiver or designated staff may engage in additional discussions with the resident to find a solution to meet his or her needs. This negotiation attempts to reach an agreement between the original request and an alternate accommodation that would effectively address the disability-related need as stated by the qualified professional.

If an alternate accommodation is agreed to, the Reasonable Accommodation Receiver (or designee) will inform the RAC at the next meeting and the alternative accommodation will be documented.

The interactive process may also be utilized when the RAC needs additional information or the requested accommodation is not clear. When the RAC has complete information from the qualified professional(s), the RAC will make a decision either to approve or to deny the request and will communicate this decision in writing to the family.

When requests are made for an additional bedroom for medical equipment, a home visit may be scheduled to evaluate the size and quantity of the equipment to be accommodated. This has proven to be more efficient than asking the family to provide descriptions, including measurements, or photos.

#### **Step 6: Completing the Reasonable Accommodation Process**

When reviewing the information submitted, the RAC is looking for a nexus between the requested accommodation and the disability related need. The purpose of granting the accommodation is to either allow a person with disabilities access to the program or to allow a person with disabilities to obtain the same benefits of program participation as an individual without disabilities.

The completed and documented file shall be the responsibility of the RAR, who shall securely maintain the central files containing confidential reasonable accommodation processing paperwork separate from the participant files.

When the decision is made, the electronic file will be documented in YARDI (the PHA's data and case management system).

The RAC, or designee, will issue the final disposition of the reasonable accommodation request in writing to the participant. The disposition letter will provide the participant with:

- A brief rationale for the accommodation's approval, modification, or denial;
- Specific information regarding the resident's right to additional reconsideration if/when the resident submits additional information to support the request for a reasonable accommodation;
- The resident is also provided with a phone number, which he or she may call to speak with a RAC representative if there are any questions; and,

- The family's right to appeal the RAC's determination to a third party, acting as a hearing officer, provided that the written request for an informal settlement of grievance is received within thirty (30) days from the time the resident receive his or her determination letter.

A copy of this letter will be placed in the resident file. No confidential health-related information shall be included in the resident or case file.

The senior RAC member representing the program from which the participant originated shall have the ultimate responsibility to ensure the final accommodation is implemented in a timely manner.

### **Requests for Live-In Aides:**

After a reasonable accommodation (RA) request for a live-in aide is approved by the Reasonable Accommodation Compliance Committee (RACC), the RACC will send the family a letter. This letter will inform the family that they must submit a written request to add a live-in aide within 120 days of the approval letter. If the family fails to request to add the live-in aide during this 120-day time period, the request will become void. If the family still requires the accommodation of a live-in aide, they must restart the process by submitting a new RA request for a live-in aide.

### **Step 7: No Subsequent Third-Party Verification for Formal Requests**

No further annual approvals for reasonable accommodations will be needed during subsequent re-certifications as long as the participant's qualified professional has previously certified that the condition is not expected to improve over the long term.

However, the PHA retains the right to re-evaluate the need for the RA at any time. Staff will then require third-party verification in order to verify the continued need for the RA.

If it is believed the reasonable accommodation was granted under false pretenses, an interim examination and re-evaluation may be initiated with supervisory approval.

### **Step 8: Confirmation at Inspection**

When the RAC approves an additional bedroom for any purpose, a note is sent to the inspector(s) at the time of annual inspection so that the PHA can verify that the bedroom is continuing to be used for its approved purpose. If the purpose of the bedroom has been changed from what was approved as a reasonable accommodation, the inspector will take photographs and send to the PHA staff, who will then call the family in for a resident conference. At the resident conference, the staff will determine the next appropriate steps.

### **Step 9: Grievance or Appeal Process**

If the RAC denies the requested accommodation, a letter will be sent to the family stating that any additional relevant information, if available, will be considered at the time it is received. The resident will also be provided with a phone number, which they may call to speak with the RAR. Additionally, the family will be notified of the right to appeal the decision by requesting an Informal settlement of grievance before a third party. During the Informal Hearing the family may present their reasons for requesting the reasonable accommodation and any supporting documentation.

(For Public Housing, please refer to Chapter 13 - *Complaints, Grievances and Appeals*).



## Chapter 21: PARKING POLICY

### ***A. For Communities with Open Parking:***

This parking policy is in effect three hundred sixty-five (365) days a year, including holidays and weekends.

1. All vehicles parked on the property must be operational, and registered with the Department of Motor Vehicles (DMV) in the resident's name.
2. Parking in the community is on a first-come, first-served basis.
3. Vehicles must be parked legally in designated spaces only. Do NOT park on lawns, in no-parking zones, or in fire lanes. Vehicles must not block any trash or recycling receptacles, doors, fences, or gated areas. Vehicles parked in these areas are subject to immediate towing without notice.
4. Minor vehicle repairs such as replacing tires, windshield wipers, batteries and light bulbs **WILL BE** allowed on the property. All other repairs, including washing vehicles, **WILL NOT BE** permitted.
5. Vehicles must be in operable condition at all times. Vehicles must not pose a potential health and safety issue (broken windows, elevated on apparatus other than tires, etc).
6. Any vehicles identified as non-operable, or with expired registration tags, or those that have been vandalized or have flat tires will be towed away with proper notice at the vehicle owner's expense.
7. There shall be no visible storage in, on/or around vehicle at any time.
8. No boats, trailers, or RVs. Vehicles must fit within designated available spaces.
9. Permits are not used.
10. Visitors may park in designated visitor parking only. If there is no designated visitor parking on the property, visitors must park on the street. Long-term parking is not allowed in visitor assigned spaces. A vehicle parked for more than 48 hours will be towed.
11. This parking policy is in effect 365 days a year, including holidays and weekends.

### ***B. For Communities with Permit Parking***

1. Rules 1-8 listed above apply to all communities

2. Site managers (or their representatives) may issue **ONLY one** parking permit per household where applicable and **when** parking is available. *Requests to be added to a wait list for authorized parking are on first-come, first served-basis.*
3. All vehicles parked on the PHA property must display a visible PHA parking permit in the **left** (driver's side) **front** window. Motorcycle parking permit must be placed on the **left** front fork.
4. Vehicle/motorcycle must be currently registered with the DMV in the state of California must be registered in the resident's name at resident's address at all times.
5. The resident who is the registered owner of a vehicle must have **and** maintain a valid California driver's license at all times. Per California state law, proof of insurance must be provided at the resident's address.
6. Residents must provide current vehicle registration and proof of insurance during annual re-examinations or they will forfeit the right to park in the parking area.
7. Residents shall not allow anyone else access to park their vehicles (or to park any other vehicles or vessels) in restricted parking areas for any reason. A resident may not re-assign or sublet their parking space.
8. The site manager has the right to revoke and/or reassign parking at ANY time, on a case-by-case basis.
9. Residents agree to notify the manager if they no longer own a vehicle or if they change vehicle(s) for any reason (including rentals and/or loaners).
10. Authorized parking permits are issued to residents who routinely drive and utilize the parking spaces for their vehicles on a regular, recurring and consistent basis. Residents agree to notify management of any intended absence of their vehicle from the parking lot for a continuous period of more than 14 days. Lack of routine, regular driving and parking use and/or notification of intended absence may result in management revoking authorized parking and reassigning space to another resident. Space is designated for Resident use **ONLY**.
11. Residents with a valid and properly displayed disabled placards or "DP" plates may park in designated disabled spaces on a first-come, first-served basis.

**C. For Gated Properties ONLY:**

Gate Remotes are provided for authorized residents in gated communities. Should you lose a gate remote, there will be a replacement fee per current *Schedule of Fees and Charges*.

Approved caregivers may be issued a gate remote on a case-by-case basis. Communities with limited parking will only issue a gate remote to a resident with an approved and registered vehicle.

## Chapter 22: MARIJUANA POLICY

(Effective January 1, 2019)

While use and possession of marijuana may no longer constitute a crime under California law, its possession is still illegal under federal law. When a state law is in conflict with a federal law, the federal law prevails. Thus, under federal law, use and possession of marijuana constitutes a crime.

The Sacramento Housing and Redevelopment Agency (SHRA) utilize leases that prohibit any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. Furthermore, any drug-related criminal activity on or off such premises, engaged in by a public housing resident, any member of the resident's household, or any guest or other person under the resident's control, shall be cause for termination of tenancy. This includes the possession, use, cultivation, growing, delivery, sale, barter, purchase, or exchange of marijuana which is a serious violation of the lease.

### **Admissions:**

All forms of marijuana use are illegal under federal law even if permitted under state law. SHRA will deny admission to any household with a member who is, at the time of application for admission, illegally using a controlled substance as that term is defined by the *Controlled Substance Act (CSA)*.

### **Reasonable Accommodations:**

SHRA will not accommodate a resident's use and possession of marijuana. It is illegal for a person to use or possess marijuana under federal law. Reasonable Accommodations do not include requiring SHRA to tolerate illegal drug use or risk losing its HUD funding for doing so.

### **Medical Expense Deduction:**

HUD regulations require that when calculating a disabled resident's adjusted income, a public housing authority must deduct from annual income the "un-reimbursed medical expenses of any elderly or disabled family" that exceed three percent (3%) of annual income.

Because the use, possession, and sale of marijuana are violations of federal law, a disabled resident may not deduct from their annual income monies used to purchase medical marijuana. The IRS specifically states that a person "cannot include in medical expenses amounts [paid] for controlled substances (such as marijuana, laetrile, etc.), in violation of federal law."

Non-Smoking Facility Policy (ACOP):

SHRA policy prohibits residents, or other occupants, and their guests from smoking cigarettes or marijuana within their units. In addition, SHRA will not allow smoking in internal common areas or marijuana smoking in designated smoking areas within its Public and Affordable Housing properties. As a responsible landlord, SHRA has identified the internal common areas as smoke-free zones to take into consideration the rights of residents, visitors, staff, and vendors who enter private residential dwellings and enclosed common areas. Compliance with smoke free housing rules by all residents and their visitors, including staff and vendors, will benefit everyone who accesses these areas.

Smoking is prohibited inside residential units, any common interior areas, including but not limited to hallways, laundry rooms, stairways, elevators, and within twenty-five (25) feet of building(s) including entry way, porches, balconies, windows, and patios. This policy applies to all staff, residents, guests, visitors and contractors.

## Chapter 23: LANGUAGE ACCESS PLAN

### Introduction

SHRA takes reasonable steps to ensure that Limited English Proficiency (LEP) persons are accorded equivalent access to participation at the same level as native English speakers. This policy is in accordance with Title VI of the Civil Rights Act of 1964 which protects individuals from discrimination on the basis of national origin, and Executive Order (EO) 13166 which directs all federal agencies including the United States Department of Housing and Urban Development (HUD) to ensure all programs receiving federal assistance provide meaningful access to LEP persons. In addition, this Plan is in accordance with HUD's Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, dated January 22, 2007.

SHRA's Language Access Plan (LAP) is primarily program-based; however, certain administrative functions may also need to serve LEP individuals, families, vendors, and the public. All SHRA departments and administrative functions will follow the standards set forth in SHRA's Language Access Plan.

### Meaningful Access: The Four Factor Analyses

Recipients of federal funds are required to take reasonable steps to ensure meaningful access to LEP persons to receive critical services while not imposing an undue financial burden on local government. SHRA's assessment of services provided in accordance with regulations and guidelines will be assessed using a Four Factor Analysis established by HUD.<sup>3</sup>

1. The number or proportion of LEP Persons served or encountered in the eligible service population;
2. The frequency with which LEP persons come into contact with the programs;
3. The nature and importance of the program, activity, or service provided by the Agency;
4. The resources available and cost.

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<sup>3</sup> U.S. Dep't. of Housing and Urban Dev., "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" 72 F.R. 2732 (Jan. 22, 2007).

**FACTOR 1. The number or proportion of LEP persons served or encountered in the eligible service population in Sacramento**

Persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be LEP, and may be entitled to language assistance with respect to a particular type of service, benefit or encounter. SHRA seeks to communicate with LEP persons who may be seeking information about SHRA’s programs (HCV and public housing), applicants, residents, and participants of programs, family members of applicants and participants, property owners/landlords, and contractors.

Analysis of the demographics from the most recent U.S. Census data from the American Community Factfinder survey underscores the need for language access services for Limited English Proficient individuals among Sacramento’s diverse population. According to 2014 data, 13% of Sacramento County’s population of 1,383,333 residents does not speak English “very well.” The percentage of LEP persons receiving assistance from SHRA programs is consistent with LEP data countywide. Combined program participants in 2015 totaled 15,410 with 14% or 2,213 identified as LEP persons. The top five languages spoken by LEP individuals in Sacramento County are indicated below.

**TABLE 1: Ranking Sacramento County LEP Languages**

<b>Rank</b>	<b>Language</b>	<b>Percent</b>	<b>Population</b>
	Spanish	4.8%	67,060
	Chinese	1.30%	18,623
	Russian	1%	14,197
	Vietnamese	1%	13,198
	Hmong	<1%	10,333

(A full list of languages spoken by LEP populations greater than 1,000 in Sacramento County is available in Table 5.)

Most of the federally funded services and programs at SHRA are targeted to low- and extremely low-income households; however, the U.S. Census LEP data is not cross-tabbed with household income to evaluate the potential income eligibility of LEP persons for HUD programs.

The Public Housing and the Housing Choice Voucher programs compared with the community percentage of each language yields the following. The top five languages served at SHRA are the same top five languages spoken by LEP persons in Sacramento County. However, SHRA strives to close the gap of services provided to Spanish speaking LEP persons amongst programs.

From the data for both the larger applicant pool and lottery pool, we can see that similar ethnic groups of families with limited English capabilities were selected. In 2015, there

were a combined total of 81,047 families remaining on all SHRA wait lists. When these families are added to the participating families in HCV and residing families in Public Housing for a total of 96,457, it yields the following numbers.

**TABLE 2: SHRA LEP Persons on Waitlists and Existing Families**

<b>Top Five Languages</b>	<b># of Families on Waitlist</b>	<b>% PHA Existing Families</b>
1 Spanish	437	0.54%
2 Russian	418	0.52%
3 Vietnamese	355	0.44%
4 Hmong	176	0.22%

**TABLE 3: LEP Population Comparison of SHRA Participants and Sacramento County**

<b>Housing Authority Top 6 Languages</b>	<b># Housing Authority Families</b>	<b>% of Housing Authority Families</b>	<b>Sacramento County Ranking</b>	<b>Sacramento County %</b>
Vietnamese	520	3.3%	4	<1%
Russian	511	3.3%	3	1%
Hmong	479	3.1%	5	<1%
Chinese (Cantonese and Mandarin)	207	1.3%	2	1.3%
Spanish	200	1.2%	1	4.8%
Ukrainian	119	.7%	N/A	N/A

Based on 2015 participant data, approximately 15.81% of 12,529 participating families receiving HCV assistance identified as LEP persons (see APPENDIX A). Outreach to Asian languages has been more successful and SHRA continues to improve outreach to Spanish speakers to ensure that it is serving the local housing needs of the county’s largest identified LEP population.

In 2015, 2881 participant families received public housing assistance with .08% identified as LEP persons. Nearly 520 or 18% of public housing households did not have any language (English or other) recorded in the database. However, this reporting has significantly improved over the last year due to training provisions to ensure accurate information is collected as part of the recertification/intake process in order to capture all LEP families living in Public Housing.



**TABLE 4: Percentage of LEP Individuals Served by Program**

<b>SHRA Program</b>	<b>Percentage of Top 5 Languages Served</b>	
<b>HCV</b>	3.92 %	Russian
	3.74%	Vietnamese
	3.74%	Hmong
	1.1%	Spanish
	1.06%	Chinese
<b>Public Housing</b>	2.62%	Spanish
	2.33%	Chinese
	2.2%	Vietnamese
	.8%	Russian
	.51%	Hmong

**FACTOR 2. The frequency with which LEP persons come into contact with the programs**

On average, a family may come in contact with Housing Authority staff at least three times a year for various reasons. Initial applications for Public Housing and Housing Choice Vouchers are accepted online. Once selected for housing, the lease-up process may take two or three visits or interaction with staff. After that, there is the annual recertification process, the annual inspection process, plus any required updates to income or family composition that may be required

**FACTOR 3. The nature and importance of the program, activity, or service provided by the Agency**

The provision of affordable housing and housing assistance meets a critical need in any community. In Sacramento County, there are more than 2,800 families living in Public Housing and more than 12,500 Housing Choice Voucher recipient families. Based on the impact on thousands of families in Sacramento County, the importance of the Housing Choice Voucher and Public Housing program is high and prevents many families from becoming homeless. In the most extreme cases, the number of individuals who will experience homelessness over the course of a year can be estimated based on Point-In-Time Count data, and for 2015, Sacramento's annualized count was 5,218 persons.<sup>4</sup> SHRA strives to ensure that affordable housing program opportunities are available and accessible to all eligible families to prevent the risk of homelessness.

<sup>4</sup> Sacramento Steps Forward: 2015 Point-in-Time Homeless Count Report. July 16, 2015.

### **Housing Choice Voucher**

To successfully participate in the HCV program, applicants and residents must be able to participate in mandatory activities such as the voucher briefing, the annual re-examination and inspection, and attendance at informal reviews or hearings when a family is denied assistance or proposed for termination from the program. Being able to understand SHRA's information is vital for obtaining a voucher, finding and moving into housing, remaining in the assisted unit, and remaining in the program through compliance with program rules, requirements and regulations.

### **Public Housing**

To participate successfully in SHRA's public housing program, applicants and residents must be able to complete the application, understand the occupancy policies, lease or rental agreement and house rules so that they can enjoy residing in their home according to those rules, and understand written notices about the program and their continued participation in the program.

### **FACTOR 4. The resources available and cost**

The PHA is committed to spending the resources needed within reason, to ensure LEP families are accommodated. With approximately 2,200 documented LEP families or 14% of combined program participants coming into contact with PHA staff approximately three times a year, more than 6,500 annual LEP contacts occur, mostly during inspections and annual recertifications.

SHRA has a contract with Carmazzi Global Solutions to provide interpretation and translation services available in more than 180 languages. Telephonic interpretation is seen as the most appropriate, cost-efficient, and accurate service to our LEP families. During the past year, SHRA provided telephonic interpretation services for LEP participants in 15 different languages.

The PHA is committed to translating vital documents when it is necessary for the family to have equal access to housing services; however, the current cost to provide translated documents in all of the languages spoken by LEP persons in populations exceeding 1,000 is disproportionate to the frequency of the LEP persons SHRA comes into contact with and serves. Using vital documents translated by HUD is the most economical option. However, there are still instances when documents must be customized to contain specific information detailing the participant's particular case. Steps are in place to ensure these participants are aware of access to free language access assistance.

Both the Housing Authorities for the City and County of Sacramento have approved the Agency's budget resolutions, which include annual funding to cover costs for Carmazzi's on-call and translation services. In addition to this contract, SHRA identified seven bilingual staff members to assist with translation and interpretation services in Spanish, Chinese (Cantonese and Mandarin), and Hmong.

Additionally, SHRA maintains positive relationships with social service agencies and community based organizations that can assist with informal translations in a variety of languages.

Also, 2-1-1 Sacramento a program through Community Link Capitol Region is a free, non-emergency, confidential, three-digit phone number and service that provides easy access to housing information and critical health and human services. It operates 24 hours a day/seven days a week and has multi-language capabilities in seven languages, as well as a language line interpretation service.

It is a priority to use limited funding to maximize access to as many vital documents as possible within the near term. An analysis of vital documents for translation in Appendix C identifies those documents that have already been translated by HUD or others, those documents for which the most vital information can be provided in a summary, rather than a translation of the entire document, and those documents where interpretation of the document will be available in multiple languages.

### **The Language Access Plan (LAP)**

SHRA has prepared this LAP to address the identified needs of the LEP populations served, or potentially served by its programs. In compliance with federal guidelines, SHRA will make reasonable efforts to provide free language assistance for LEP participants in all of its programs so as to ensure that these persons have meaningful access to programs.

SHRA is committed to providing LEP persons through this Plan and will utilize bilingual staff, on-call telephone interpretations services, downloadable documents from websites, the 2-1-1 Sacramento information and referral service, and other resources as necessary to meet the public's LEP needs. Implementation of the LAP will likely continue to evolve over time in response to data such as the 2020 Census and new technology resources.

**A. How LEP Persons Are Identified**

An LEP person is an individual who does not speak English as their primary language and who has a limited ability to speak, read, write, or understand English at a level that permits him/her to communicate effectively in the course of applying for, or receiving, agency services or benefits.<sup>5</sup>

**Sacramento County Languages Spoken at Home**

Using U.S. Census data from the American Factfinder provides information on adults who speak English “less than very well” in SHRA’s service area population. The service area is defined as Sacramento County. According to this data, Sacramento’s population in 2014 was 1,383,333 with 69% or 951,293 residents who spoke proficient English.

**TABLE 5: Ranking of LEP Languages in Sacramento County by Population Greater Than 1,000**

Language	Percentage	Population
Spanish	4.8%	67,060
Chinese	1.30%	18,623
Russian	1%	14,197
Vietnamese	1%	13,198
Hmong	<1%	10,333
Tagalog	<1%	9,353
Hindi	<1%	3,734
Arabic	<1%	2,553
Laotian	<1%	2,351
Japanese	<1%	1,804
Persian	<1%	1,715
Urdu	<1%	1,473
Armenian	<1%	1,306

\*This data relies on self-reporting and does not specify various dialects spoken within a language (i.e. Mandarin, Cantonese, etc.).

**B. Points and Type of Contact with LEP Persons**

**Wait Lists**

**Public Housing**

The Public Housing program has site-based wait lists. Various lists open and close at different times as the need for more applicants to occupy rental housing units arises.

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<sup>5</sup>U.S. Dep’t. of Housing and Urban Dev., “Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons” 72 F.R. 2732 (Jan. 22, 2007).

### **Online Waitlist Information**

When the wait lists are open for Public Housing or Housing Choice Vouchers, applications are accepted electronically in several languages via a web portal at [www.sacwaitlist.com](http://www.sacwaitlist.com). This website has information in Spanish, Vietnamese and Russian indicating that assistance is available and how to contact the PHA.

When letters are mailed to waitlist families they contain information urging those with language needs to contact the PHA for professional, reliable, and confidential language assistance. Translations were provided for Spanish, Vietnamese, and Russian

The Public Housing and the Housing Choice Voucher programs disseminate information at waitlist opening and closing on the SHRA's webpage at [www.shra.org](http://www.shra.org), which also has multiple language capabilities for information in Spanish, Russian, Vietnamese, Thai, Chinese and Korean

### **Intake Appointments**

SHRA has combined Intake staff to process applications for Public Housing and Housing Choice Voucher programs. Intake staff has procedures to follow to help new LEP applicants. Intake staff members show the LEP applicant the Language Identification Flashcard so they may point to their preferred language of communication.

Once a participant selects a language on the flashcard, intake staff will telephone the Housing Authority's professional, contracted language vendor and request telephonic interpretation in that language.

A conference call can be facilitated by intake staff so that the interpretation can happen over the telephone whether applicant is at home or in the PHA office. Intake staff facilitates the call with the professional interpreter, the applicant/resident/participant, and SHRA staff. This takes a high degree of coordination but the benefit is that it helps to make language interpretation available at a time and place that is convenient for the family.

Generally, to fill out a full application and sign other necessary paperwork, the telephonic interpreter will interact with the staff interviewer who will explain to the interpreter what is being asked for, and then the interpreter will communicate that to the LEP family in their preferred language in a three-way call facilitated by intake staff. When the LEP family responds in their preferred language, the interpreter then communicates the information to the intake staff, who can transcribe information from the interpreter onto the English data form. The English data form is the official form.

Intake staff will, with the family's permission, have the family's language input into the housing software system, which has a searchable field for "language." This helps the PHA determine how many families or individuals speak specific languages and better prepares for effective future communication with the family in their preferred language.

### **Briefing Appointments**

Any family that wishes to be provided with interpretation services for a briefing appointment will be asked to provide the PHA with 24-48 hours' notice so that contracted and qualified interpreters who speak the family's preferred language can be scheduled. Sometimes, in-house staff interpreters are available to provide immediate assistance to the families. Limited-English speaking families can be at home and ask questions of the staff person in real time over the phone with the help of the interpreter.

### **Recertification Appointments**

Annual Recertification packets are mailed to each participant in the HCV program and are provided at management offices at certain public housing sites.

However, if LEP families need help completing the packet they can phone the Agency call center or their property manager's office. Staff from either the call center or property office can call the Agency's contract interpreter and they will place the family on a three-way phone call to explain the questions to LEP families in their native/preferred language. HCV call center staff or Public Housing property office staff can take the answers from the interpreter in English and complete the forms

Quite often, families use English-speaking third party contacts to complete their paperwork. All residents or participants who indicate that they would like their third party contact to receive written correspondence from SHRA will receive notice that it is time to recertify for continued eligibility to the program. This enables the third party to work with the family to complete the paperwork accurately and in a timely manner.

## ***C. Outreach and Language Assistance***

### **Notice of Right to Language Assistance**

It is important for SHRA to let LEP persons know that language access services are available and that they are free of charge. Notices will be provided in a language that LEP persons will understand.

SHRA will inform LEP persons of language access services by:

- Posting signs in common areas, offices and on the premises where applications are completed in person. These signs are posted in multiple languages and state that language services are free upon request;
- Stating in outreach materials that free language services are available;
- Working with grassroots and faith-based community organizations to inform LEP persons of availability of language services;
- Updating the current phone system to include more language options for languages most encountered;
- Informing LEP Person online through the SHRA website that language access assistance is available, posting identified documents in multiple languages, and updates to the opening and closing of waitlists;

### **Additional Outreach for Housing Choice Voucher**

SHRA will use various media outlets to provide notices on non-English radio and television stations about available language assistance services and how to access them. Publicizing the opening of the HCV wait list is conducted through news items in the following outlets, which appeared in multiple languages in community oriented newspapers prior to and during the wait list opening:

1. El Hispano Spanish
2. Hai Van News Vietnamese
3. Russian Observer Russian
4. Sacramento Bee English
5. KCRA 3 (NBC) English

## ***D. Staff Capacity and Training***

### **Staff Capacity**

The Agency has designated a staff member for the Housing Choice Voucher and the Public Housing Programs to be Language Access Plan Coordinator for these program duties. The LAP Coordinator(s) have primary responsibilities for monitoring LEP activities in the HCV and public housing programs. Staff, residents, participants, and public suggestions to improve or revise efforts to accommodate LEP families' needs are directed to these LAP Coordinator(s). The two LAP Coordinators report directly to the Assistant Director for each program, who has overall responsibility for making sure resources are available for program compliance and to assure coordination and cooperation between the programs. In addition to the contracted vendor with availability in more than 180 languages, seven staff members are identified for language interpretation to provide oral and translation assistance in Spanish, Chinese (Cantonese and Mandarin), and Hmong.

### **Staff Training**

Staff training regarding how to use "Language Identification Flashcards" and the telephone number and the required code to access housing authority's language contractor has been provided to all staff persons who interact with participants. This training has been documented so that new staff is exposed to it as part of their orientation to their department and existing staff members are periodically refreshed with training on the procedures.

Staff training topics will include:

- Discussion of the Plan and legal obligation to provide language assistance
- How to respond to LEP callers
- How to respond to written communications from LEP participants
- How to respond to in-person LEP participants
- How to use "Language Identification Flashcards"

- How to operate the on-call telephone interpretation service
- Becoming familiar with staff and outside vendors available for interpretation at appointments
- Location of translated documents
- How to correctly document language preferences in the database

SHRA will maintain records and dates the training sessions that have been conducted, the names, and titles of people in attendance, and the agenda for the training.

In accordance with 24 Code of Federal Regulations (CFR) sections 982.54(d)(6) and 982.304, SHRA will educate employees who operate the Housing Choice Voucher (HCV) program about their obligation to assist a family claiming that discrimination has prevented them from leasing a suitable unit by providing them information on how to fill out and file a housing discrimination complaint.

## ***E. Language Access Measures and Services Provided***

### **Language Access Measures**

Language access includes interpretation and/or translation. SHRA identifies interpretation to be spoken language assistance, while translation refers to providing written information in the identified language that assistance is needed. However, there will be times when language assistance may include oral interpretation of a written document.

SHRA will determine when interpretation and/or translation are needed and are reasonable. Staff will take reasonable steps to provide the opportunity for meaningful access to LEP participants who have difficulty communicating in English. If a participant asks for language assistance, and SHRA determines that the participant is an LEP person, SHRA will make reasonable efforts to provide free language assistance. SHRA has the discretion to determine whether language access is needed, and if so, the type of language assistance necessary to provide meaningful access to its programs.



## Written Translation

### **Vital Documents**

HUD has defined “vital documents” as those forms or documents that are critical for ensuring meaningful access, or awareness of rights or services, or federally funded services or benefits. SHRA staff have reviewed forms and policy documents and identified those which would be classified “vital” for both HCV and public housing programs identified in Appendix C. HUD Guidance notes that “vital” information may include, for instance, the provision of information in appropriate languages other than English regarding where an LEP person might obtain an interpretation or translation of the document.

The list of vital documents may be revised to meet the needs of LEP families. Requests may come from staff, residents, participants, managers or executives and will be routed through the LEP Coordinators for each program. Documents in specific languages will be placed in a designated language folder in the appropriate Agency electronic library so that both programs may utilize documents originated by the other, as appropriate. Documents specific to each program may be kept in electronic folders in those department drives, filed by form or function.

SHRA will begin to phase-in translated documents to be in compliance with the federal standard as required to translate those documents into at least several of the more frequently encountered languages and will set benchmarks for continued translations into the remaining languages over time. A phased strategic approach to translation is suggested within fiscal constraints by incorporating those forms or brochures which have been translated by HUD, and identifying those where a summary, rather than the entire document, may be sufficient. In the meantime, a cover sheet will be included with written materials for LEP participants that indicates that language access services are available and how they can obtain these services free of charge. As vital documents are phased into circulation, a cover sheet will be used to provide summary information of documents for participants. See APPENDIX C for a full list of vital documents.

A reasonable alternative to preparing written translation of all SHRA documents is providing oral interpretation of the document. In the Analysis of Vital Documents in Appendix C, staff has evaluated whether to translate the document in its entirety, translate a summary or highlights, use a translation available from others, or attach a cover sheet to the form offering oral translation. Based on analysis is Factor 1 and 2, the document cover sheet with a statement that oral translation is available should be in Spanish, Russian, Chinese, Vietnamese and Hmong.

SHRA is committed to providing translation of vital documents to LEP persons. According to the 2014 U.S. Census American Fact Finder data, there is not one single language in the LEP population that reaches the 5% threshold. However, this does not minimize the importance of ensuring that resources are available to LEP persons when a population threshold of 1,000 is met.

**TABLE 6: Safe Harbor Guidelines**

<b>Size of Language Group</b>	<b>Recommended Provision of Written Language Assistance</b>
1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents
More than 5% of the eligible population or beneficiaries <i>and</i> more than 50 in number	Translated vital documents
More than 5% of the eligible population or beneficiaries <i>and</i> 50 or less in number	Translated written notice of right to receive free oral interpretation of documents.
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required.

**Interpretive Services**

**Oral Language**

Oral interpretation can be provided by formal or informal interpreters. SHRA is committed to accuracy in interpretation services provided to LEP persons.

**Formal Interpreters**

While many applicants, public housing residents, and Housing Choice Voucher (HCV) participants prefer to bring relatives and friends to interpret English for them in their native language, SHRA employees are advised to use the SHRA’s professional language assistance contractor to ensure accurate translations are provided to the families on technical housing issues.

Staff must advise LEP persons about the availability of free language services. Even if the applicant, resident, or participant brings a friend, relative, or caseworker, SHRA retains the right to have a PHA-contracted professional interpreter assist to ensure that the friend or relative’s interpretation is accurate. The interpreter will not disclose non-public data without written authorization from the participant.

**Informal Interpreters**

An LEP person may use an informal interpreter of their own choosing and at their own expense, either in place of or as a supplement to the free language assistance offered by SHRA. If possible, SHRA should accommodate an LEP individual’s request to use an informal interpreter in place of a formal interpreter. There are some situations where family members or friends are not suitable translators (e.g., family members under eighteen [18] years old who may not have the ability to translate technical terms, survivors and perpetrators of domestic violence, caretakers and elder abuse survivors, or suspected perpetrators of program fraud), and should not be allowed in the same room with the applicant, resident, or participant. There may be issues of confidentiality, competency, or conflict of interest.

If an LEP participant prefers an informal interpreter to interpret after SHRA has offered free interpretation services, the informal interpreter may interpret. In these cases, the participant and interpreter could sign a waiver of free interpreter services or other documentation of the offer of formal interpretation services, the refusal, and accommodation of the participant's wishes. SHRA staff must be sensitive to the feelings of the LEP person, but everyone's personal safety must be a priority.

## ***F. Developing Community Resources***

### **Monitoring and Updating the Language Access Plan (LAP)**

SHRA will monitor the impact of its LAP by seeking the feedback of those who use LAP services. Each program department at SHRA will participate in an annual review of the Language Access Plan to make sure Agency actions are consistent with the LAP. Demographics and the need for LEP services will be updated at least every two (2) years. Changes in procedures will be incorporated on an ongoing basis to ensure that SHRA maintains consistency with the LAP, and that daily service efforts adequately assist LEP individuals.

SHRA will review the LAP periodically, but no less than every two years, to evaluate its overall effectiveness and any changes in LEP populations or needs. Modifications to the Plan may be based on:

- U.S. Census data
- Frequency of contact analysis of LEP participants and callers by staff
- Reports from SHRA's database system on the numbers of program participants who are LEP and listing the language(s) used by LEP individuals
- Analysis of requests for interpreters and translation, as well as literacy skills of participants requesting language assistance: number of requests, languages requested, costs, etc.
- Assessment of whether existing language assistance services are meeting the needs of participants with LEP
- Review of vital documents and appropriateness of available translations
- Assessment of whether staff members understand the LAP and procedures
- Nature and importance of activities and information to LEP participants
- Availability of resources, including costs
- Whether identified sources for assistance are still available and viable

SHRA employees, program applicants, HCV program participants, or public housing residents who receive a report, or become aware, that a LEP person believes he/she has not been provided with language assistance services, in accordance with this LAP, should report that information to the LAP Coordinator(s). Incidents will be documented for response and indicate whether any immediate action is needed to update the LAP.

**APPENDIX A: 2015 SHRA HCV and Public Housing LEP Participants**

<b>Top Six Languages</b>	<b>Families</b>	<b>Percent</b>	<b>Program</b>
A-FARSI	79	0.63%	HCV
A-FARSI	9	0.38%	PH
CA-CAMBODIAN	1	0.04%	PH
C-CHINESE	55	2.33%	PH
C-CHINESE CANTONESE	133	1.06%	HCV
CN-CANTONESE	1	0.04%	PH
D-CHINESE MANDARIN	18	0.14%	HCV
F-FRENCH	1	0.04%	PH
G-GERMAN	2	0.02%	HCV
H-HMONG	467	3.73%	HCV
H-HMONG	12	0.51%	PH
HI-HINDI	1	0.04%	PH
J-JAPANESE	1	0.01%	HCV
K-KOREAN	12	0.10%	HCV
K-KOREAN	2	0.08%	PH
L-LAOTIAN	5	0.21%	PH
L-SIGN LANGUAGE	13	0.10%	HCV
MA-Marshallese	1	0.04%	PH
M-MIEN	23	0.18%	HCV
M-MIEN	4	0.20%	PH
N-ROMANIAN	13	0.10%	HCV
O-PASHTO	3	0.02%	HCV
P-POLISH	1	0.01%	HCV
RO-ROMANIAN	4	0.20%	PH
R-RUSSIAN	492	3.93%	HCV
R-RUSSIAN	19	0.80%	PH
S-SPANISH	138	1.10%	HCV
S-SPANISH	62	2.62%	PH
TO-TONGAN	1	0.04%	PH

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T-TAGALOG	1	0.04%	PH
U-UKRANIAN	118	0.94%	HCV
U-UKRANIAN	1	0.04%	PH
V-VIETNAMESE	468	3.74%	HCV
V-VIETNAMESE	52	2.20%	PH

**APPENDIX B: 2015 SHRA HCV and Public Housing Ranking of LEP Participant and Waitlist**

<b>HCV Program Languages</b>		
Total Number of Participants: 12, 529		
<b>Top Six Languages</b>	<b># of HCV Families</b>	<b>Percent</b>
1 Russian	492	3.93%
2 Vietnamese	469	3.74%
3 Hmong	468	3.74%
4 Spanish	138	1.10%
5 Chinese Cantonese	133	1.06%
6 Ukrainian (Emerging)	118	0.94%

<b>Public Housing Program Languages</b>		
Total Number of Participants: 2,881		
<b>Top Five Languages</b>	<b># of HCV Families</b>	<b>Percent</b>
1 Spanish	62	2.62%
2 Chinese	55	2.33%
3 Vietnamese	52	2.20%
4 Russian	19	0.80%
5 Hmong	12	0.51%

<b>Combined Programs with Waitlists</b>		
Total waitlist application records: 81,047		
<b>Top Five Languages</b>	<b># of Families on Waitlist</b>	<b>PHA Existing Families</b>
1 Spanish	437	0.54%
2 Russian	418	0.52%
3 Vietnamese	355	0.44%
4 Hmong	176	0.22%
5 Chinese	147	0.18%

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<b>Applicant Pool</b>		
Total waitlist application records: 35,186		
<b>Top Five Languages</b>	<b># of Applicants</b>	<b>Percent</b>
1 Russian	307	0.87%
2 Other	250	0.71%
3 Vietnamese	241	0.69%
4 Spanish	229	0.65%
5 Hmong	138	0.39%

**APPENDIX C: Analysis of Vital Documents**

Keeping in the spirit of HUD’s *“Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,”* this is an expansive list of identified vital documents. However, this list is subject to change throughout a given year due to federal changes and guidelines.

HCV Intake Forms, Letters and Notices	Phase 1: 2016-2019			Translations Available	HUD Form Number
	Translation of Full Document	Translation of Summary	Cover Sheet Offering Oral Translation		
Anticipated Withdrawal	X			CH, HMG, RUS, SP, VTN	
Informal Review (IR) request	X			CH, HMG, RUS, SP, VTN	
IR appointment		X		CH, HMG, RUS, SP, VTN	
IR rescission		X		CH, HMG, RUS, SP, VTN	
IR decision		X		CH, HMG, RUS, SP, VTN	
Prop term rescission		X		CH, HMG, RUS, SP, VTN	
Termination of Assistance	X			CH, HMG, RUS, SP, VTN	
Interview Invite		X		CH, HMG, RUS, SP, VTN	
Final Int. Invite (for Part B app)		X		CH, HMG, RUS, SP, VTN	
Interview attended letter		X		CH, HMG, RUS, SP, VTN	
Briefing Appt.	X			CH, HMG, RUS, SP, VTN	

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RA forms	X			CH, HMG, RUS, SP, VTN	
Port Denial	X			CH, HMG, RUS, SP, VTN	
Return to waiting list		X		CH, HMG, RUS, SP, VTN	
Remove from waiting list	X			CH, HMG, RUS, SP, VTN	
Voucher change		X		CH, HMG, RUS, SP, VTN	
Voucher extension		X		CH, HMG, RUS, SP, VTN	
2nd Voucher extension		X		CH, HMG, RUS, SP, VTN	
Voucher Expired	X			CH, HMG, RUS, SP, VTN	
Self Termination		X		CH, HMG, RUS, SP, VTN	



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Suspension of Process	X			CH, HMG, RUS, SP, VTN	
Zero Income Checklist		X		CH, HMG, RUS, SP, VTN	
Pre App update	X			CH, HMG, RUS, SP, VTN	
Pre App update confirmation letter		X		CH, HMG, RUS, SP, VTN	
Add on Request		X		CH, HMG, RUS, SP, VTN	
Denial from complex		X		CH, HMG, RUS, SP, VTN	
Additional Info Requested	X			CH, HMG, RUS, SP, VTN	
PBV Initial Interview Briefing	X			CH, HMG, RUS, SP, VTN	
PP - Second Interview Appt	X			CH, HMG, RUS, SP, VTN	
Eligibility Denial Notice	X			CH, HMG, RUS, SP, VTN	
Notice Advising of Free Language Assistance	X			CH, HMG, RUS, SP, VTN	
Authorization for the Release of Information/Privacy Act Notice				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, TG, VTN	9886
A Good Place to Live (Housing Quality Standards)				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	HUD- 593- PIH

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Certification of Domestic Violence, Dating Violence, or Stalking				HUD FORM	
Fair Housing Equal Opportunity for All				AR, CAMB, CH, KOR, RUS, SP, VTN	HUD-1686-1-FHEO
Are You A Victim of Housing Discrimination?				AR, CAMB, CH, KOR, RUS, SOM, SP, VTN	HUD-903.1
Application		X	X	CH, HMG, RUS, SP, VTN	
Voucher	X			AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52646
Statement of Homeowner Obligations				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52649
Family Self-Sufficiency Program Contract (Instructions and Attachment)				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52650
Family Self Sufficiency Program Escrow Account				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52652
Housing Assistance Payments Contract Section 8 Resident-Based Assistance				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52641

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Tenancy Addendum Section 8 Resident- Based Assistance HCV Program				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52641- A
Supplement to Application for Federally Assisted Housing: Supplemental and Optional Contact Information				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	92006
Fraud Notification					1141
Request for Tenancy Approval – HCV				AM, AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, TG, VTN	52517
HUD Allowances for Resident-Furnished Utilities and Other Services				AR, CAMB, CH, CREOLE, FR, HMG, KOR, RUS, SP, VTN	52667
Contract Termination Notice			X	CH, HMG, RUS, SP, VTN	
Disposition Notice			X	CH, HMG, RUS, SP, VTN	
Exclusion of In-Home Supportive Services (IHSS) Income	X			CH, HMG, RUS, SP, VTN	
Family Obligations	X			CH, HMG, RUS, SP, VTN	
Informal Hearing Request	X			CH, HMG, RUS, SP, VTN	
Live-In Aide Yearly Certification Notice	X			CH, HMG, RUS, SP, VTN	

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Mandatory Resident Conference Disposition Notice (with WARNING for recertifications ONLY)			X	CH, HMG, RUS, SP, VTN	
Notice of Mandatory Resident Conference			X	CH, HMG, RUS, SP, VTN	
Notice of Proposed Termination of HCV Eligibility			X	CH, HMG, RUS, SP, VTN	
Notice of Termination of Assistance			X	CH, HMG, RUS, SP, VTN	
Recertification Notice			X	CH, HMG, RUS, SP, VTN	
Subsidy Adjustment Notice Homeownership Program			X	CH, HMG, RUS, SP, VTN	
Subsidy Adjustment Notice Housing Choice Vouchers (HCV)			X	CH, HMG, RUS, SP, VTN	
Voucher Expiration Notice	X			CH, HMG, RUS, SP, VTN	
Warning Notice			X	CH, HMG, RUS, SP, VTN	
Rescission of Notice of Proposed			X	CH, HMG, RUS, SP, VTN	
Termination of HCV Eligibility			X	CH, HMG, RUS, SP, VTN	
Notice of Termination of Assistance after 180 Days with Zero Housing Assistance Payment (HAP)			X	CH, HMG, RUS, SP, VTN	
Notice of Mandatory Resident Conference (recertifications only)			X	CH, HMG, RUS, SP, VTN	
Mover Request Denial			X	CH, HMG, RUS, SP, VTN	

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Mover Request Confirmation			X	CH, HMG, RUS, SP, VTN	
RFTA		X		CH, RUS, SP, VTN, HMG	
Affordability Worksheet		X		CH, RUS, SP, VTN, HMG	
Abatement Letter		X		CH, RUS, SP, VTN, HMG	
RFTA Void	X			CH, RUS, SP, VTN, HMG	
<b>Public Housing Only</b>					
How Your Rent is Determined			X	SP, CH, KR, VTN	HUD Fact Sheet
Application		X	X	CH, RUS, SP, VTN, HMG	
Third Party Docs		X		CH, RUS, SP, VTN, HMG	
Anticipated Withdrawal	X			CH, RUS, SP, VTN, HMG	
Informal Review	X			CH, RUS, SP, VTN, HMG	
IR appointment	X			CH, RUS, SP, VTN, HMG	
Rescind IR (prop term)		X		CH, RUS, SP, VTN, HMG	
Termination of Assistance	X			CH, RUS, SP, VTN, HMG	
Interview Invite	X			CH, RUS, SP, VTN, HMG	

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Final Int. Invite (for Part B app)	X			CH, RUS, SP, VTN, HMG	
Interview attended letter		X		CH, RUS, SP, VTN, HMG	
Return to waiting list		X		CH, RUS, SP, VTN, HMG	
Remove from waiting list	X			CH, RUS, SP, VTN, HMG	
Fingerprint invite	X			CH, RUS, SP, VTN, HMG	
Final Fingerprint invite	X			CH, RUS, SP, VTN, HMG	
Application		X	X	CH, RUS, SP, VTN, HMG	
Third Party Docs		X		CH, RUS, SP, VTN, HMG	

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Anticipated Withdrawal	X			CH, RUS, SP, VTN, HMG	
Informal Review	X			CH, RUS, SP, VTN, HMG	
IR appointment	X			CH, RUS, SP, VTN, HMG	
Rescind IR (prop term)		X		CH, RUS, SP, VTN, HMG	
*Leases			X	CH, RUS, SP, VTN, HMG	
3, 14, and 30 day Notices			X	CH, RUS, SP, VTN, HMG	
Hearing Notice			X	CH, RUS, SP, VTN, HMG	
Grievance Procedure			X	CH, RUS, SP, VTN, HMG	
Termination of Tenancy Procedures			X	CH, RUS, SP, VTN, HMG	
Termination letter for PH			X	CH, RUS, SP, VTN, HMG	
Full Move In Packet			X	CH, RUS, SP, VTN, HMG	N/A, PHA Generated
(The following documents are not PHA Generated.)					
Debts Owed to the PHA and Terminations					52675
Allowances for Resident – Furnished Utilities and Other Service					52667
Family Report					50058

Authorization for the Release of Information/Privacy Notice					9886
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Key: AM= Amharic, AR=Arabic, CAM= Cambodian, CREOLE=Creole, CH=Chinese, FR=French, HMG=Hmong, HND=Hindi, KOR=Korean, RUS=Russian, SOM=Somali, SP=Spanish, TG=Tagalog, VTN=Vietnamese

**\*Legal considerations of translated leases and documents:** HUD recommends that when leases are translated into languages other than English, Public Housing Authorities (PHAs) should only ask the resident to sign the English lease. “The translated document would be provided to the resident, but marked “For Information only.” HUD was asked whether leases, rental agreements and other housing documents of a legal nature are enforceable in U.S. courts when they are in languages other than English and responded generally that the English-language document prevails. The HUD translated documents may carry the disclaimer: "This document is a translation of a HUD-issued legal document. HUD provides this translation to you merely as a convenience to assist in your understanding of your rights and obligations. The English language version of this document is the official, legal, controlling document. This translated document is not an official document."<sup>6</sup>

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<sup>6</sup> HUD: Limited English Proficiency (LEP) Frequently Asked Questions  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-faq](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq)



## **Chapter 25: RENT REPORTING PROGRAM**

### **Rent Reporting Program**

Senate Bill No. 1157, Section 1954 of the Civil Code

For leases entered into on or after July 1, 2021, the offer of rent reporting shall be made at the time of the lease agreement and at least once annually thereafter. For leases outstanding as of July 1, 2021, the offer of rent reporting shall be made not later than October 1, 2021 and at least once annually thereafter.

The PH will ensure all residents are informed about the Rent Reporting Program at Move-In and during each Recertification appointment. PH will develop marketing and enrollment and cancellation forms and will enroll/cancel resident enrollment within a reasonable amount of time upon notification from the resident.

## Chapter 25: RESIDENT-OWNED CAMERAS

Residents are required to follow the PHA policies/procedures regarding owning and operating resident-owned cameras. The resident is required to comply with this policy as a condition of installing such equipment.

### Prior Permission

- Residents must obtain prior management approval before installing any resident-owned cameras.
- Management will confirm/approve the placement of the resident-cameras outside the resident's unit.

### Location

- Cameras cannot directly face the personal space of another resident.

## GLOSSARY

### A. *Terms Used in Determining Rent*

#### **Annual Income** [24 CFR section 5.609]

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and/or spouse (**even** if temporarily absent) and by each additional family member for the 12-month period following the effective date of initial determination or recertification of income. It does not include amounts that are temporary, non-recurring, or sporadic (e.g. gifts of money from relatives for a household member's birthday) as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

- The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services
- Family contributions if contributions are on a consistent basis
- The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business
- Interest, dividends, and other net income of any kind from real or personal property
- Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property
- When the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD
- The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts
- Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay
- All welfare assistance payments received by or on behalf of any family member.

- Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from persons not residing in the unit with the family
- All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire)

Exclusions from Annual Income [24 CFR section 5.609]

Annual income does not include the following:

- Income from the employment of children (including foster children) under the age of 18
- Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident's family, who are unable to live alone)
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains, and settlement for personal or property losses
- Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member
- Income of a live-in aide, provided that the person meets the definition of a live-in aide
- The full amount of student financial assistance paid directly to the student or the educational institution
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under HUD-funded training programs made solely to allow residents to participate in a particular program (e.g. Step-up Program), including stipends, wages, transportation payments and childcare vouchers for the duration of the training program
- Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program
- Amount received under a resident services stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to fire patrol, hall monitoring, caretaker duties, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time
- Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of family members as

resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program

- Temporary, non-recurring, or sporadic income (including gifts)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and recertifications of income on or after April 23, 1993.)
- Earnings in excess of \$480 for each full-time student 18 years old or older, (excluding the head of household and spouse).
- Adoption assistance payments in excess of \$480 per adopted child.
- The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:
  - Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - (1) is authorized by a Federal, State or local law;
    - (2) is funded by the Federal, State or local government;
    - (3) is operated or administered by a public agency; and
    - (4) has as its objective to assist participants in acquiring job skills.
- Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins his or her first job acquired following completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
- Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- Deferred periodic payments from Supplemental Security Income (SSI) and other social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.  
Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.
- The following benefits are excluded by other federal statute as of August 3, 1933:

1. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 USC Chapter 66);

Examples of programs under this Act include, but are not limited to:

- a) The Retired Senior Volunteer Program (RSVP)
- b) Foster Grandparent Program (FGP)
- c) Senior Companion Program (SCP)

**NATIONAL VOLUNTEER ANTIPOVERTY PROGRAMS SUCH AS:**

- Volunteers in Service to America (VISTA)
- Peace Corps
- Special Volunteer Programs

**SMALL BUSINESS ADMINISTRATION PROGRAMS SUCH AS:**

- National Volunteer Program to Assist Small Businesses
- Service Corps of Retired Executives
- Payments received under the Alaska Native Claims Settlement Act (43 USC Chapter 33))
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 USC sections 459 et. seq.)
- Payments or allowances made under the Department of HHS' Low-Income Home Energy Assistance Program (42 USC section 8624(f))
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC Chapter 19) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC sections 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of the Interior.
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 USC section 1087uu). Examples include: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.
- Payments received under programs funded under Title V of the Older Americans Act of 1965 (42 USC 3056). Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Asociacion Nacional+ Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange Product Liability litigation.

- The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Childcare and Development Block Grant Act of 1990. (42 USC section 9858q)
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC section 32)
- Living allowances under the AmeriCorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

**ADJUSTED INCOME:** The definition for adjusted income is annual income, less allowable HUD deductions.

Qualified families are eligible for the following:

**Childcare Expenses:** A deduction of amounts anticipated to be paid by the family for the care of children under thirteen (13) years old for the period for which the annual income is computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further their education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

**DEPENDENT DEDUCTION:** An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, disabled, or a full-time student.

**DISABLED EXPENSES:** A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the member with disabilities to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatuses may include but are not limited to: wheelchairs, lifts, reading devices for individuals with visual impairments, and equipment added to cars and vans to permit use by the family member with disabilities.

**FOR NON-ELDERLY FAMILIES AND ELDERLY FAMILIES WITHOUT MEDICAL EXPENSES:** The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less 3% of annual income, provided the amount so calculated does not exceed the employment income earned.

**FOR ELDERLY FAMILIES WITH MEDICAL EXPENSES:** The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less 3% of annual income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

**FOR ELDERLY AND DISABLED FAMILIES ONLY:**

**MEDICAL EXPENSES:** A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which annual income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines (if approved by a health care provider), transportation to and from treatment (not the cost of regular monthly bus or other public transportation passes that can be used for non-medically related trips), dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

**FOR ELDERLY FAMILIES WITHOUT DISABLED EXPENSES:** The amount of the deduction shall equal total medical expenses less 3% of annual income.

**FOR ELDERLY FAMILIES WITH BOTH DISABLED AND MEDICAL EXPENSES:** The amount of disabled assistance is calculated first, then medical expenses are added.

**ELDERLY/DISABLED HOUSEHOLD EXEMPTION:** An exemption of \$400 per household.



## ***B. Housing Terms***

**ABANDONMENT OF A PUBLIC HOUSING UNIT:** Vacating (moving out of) a public housing unit, with no intent to return, without providing the PHA with notice of the intent to vacate to allow the PHA to secure the unit and protect its property from vandalism, squatting, etc.

**ACCESSIBLE DWELLING UNITS:** When used with respect to the design, construction or alteration of an individual dwelling unit, this means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR sections 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

**ACCESSIBLE FACILITY:** A facility (or a portion thereof), other than a residential dwelling unit, that, by design or modification, allows equal access to individuals with disabilities.

**ACCESSIBLE ROUTE:** For individuals with mobility impairments, a continuous, unobstructed path that complies with space and reaches requirements of the Uniform Federally Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

**ADAPTABILITY:** The ability to change certain elements of a dwelling unit to accommodate the needs of individuals with disabilities.

**ADULT:** A person who has attained the legal age of majority (generally age 18 [but can be lower depending on the jurisdiction]).

**ADMISSION:** Admission to the program is the effective date of the lease, and the point at which a family becomes a resident.

**ALLOCATION PLAN:** The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or a portion of a building, for occupancy by Elderly or Disabled Families.

**ANNUAL INCOME AFTER ALLOWANCES:** Annual income (described above) less any HUD-approved allowances.

**APPLICANT (or applicant family):** A family that has applied for admission to a program, but is not yet a participant in the program.

**"AS-PAID" STATES:** States in which welfare agencies adjust the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS:** (See Net Family Assets.)

**AUXILIARY AIDS:** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

**BEYOND NORMAL WEAR AND TEAR:** Damage to a dwelling unit that exceeds the level of deterioration associated with ordinary use. The costs to repair such damage may legally be deducted from a resident's security deposit and, if the cost of any such repairs exceeds the amount of the security deposit, the housing provider/landlord/PHA may charge the resident for the excess amount.

**CO-HEAD:** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

**COMPLAINANT:** Any resident whose grievance is presented to the PHA or a site/management office, informally, or as part of the informal settlement of grievance process.

**COVERED FAMILIES:** A statutory term used to describe families whose members are required to participate in economic self-sufficiency programs associated with their receipt of public benefits from welfare agencies, such as the Department of Human Assistance in Sacramento County. These families may be subject to welfare benefit sanctions for noncompliance with these obligations.

**COVERED PERSON:** a resident, any member of the resident's household, a guest or another person under the resident's control. (24 CFR section 5.100.)

**CRIMINAL ACTIVITY:** Generally, a violation of a criminal law committed intentionally by a person or persons without regard to whether that person or persons are actually convicted of the offense. This includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the PHA.

**CREDIBLE EVIDENCE:** Evidence that is worthy of belief; trustworthy evidence.

**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 an individual whose disabilities qualify him or her as a dependent adult. A dependent may also be a full-time student 18 years of age or older. (24 CFR section 5.603)

The term “person with disabilities” does not exclude persons who have the disease of acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS. (24 CFR section 945.105.)

For purposes of qualifying for low-income housing, the definition of a person with disabilities does not include a person whose disability is based solely on any drug or alcohol dependence. (24 CFR section 5.403.)

**DISABLED FAMILY:** A family whose head (including co-head), spouse, or sole member is a person with a disability; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

**DISALLOWANCE:** Exclusion from annual income.

**DISPLACED FAMILY:** A family in which each member, or whose sole member, is a person displaced as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws. A displaced family also include families wishing to reside in public housing who were displaced from the Housing Choice Voucher (HCV) program due to lack of federal funding or sequestration.

**DESIGNATED FAMILY:** The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR section 945.105)

**DISABILITY:** The Americans with Disabilities Act (ADA) defines “disability” as: 1) a physical or mental impairment that substantially limits one of more major life activities; 2) a record of such an impairment; or 3) being regarded as having an impairment. (42 USC section 12102.)

Per the Social Security Administration (SSA): 1) The inability to engage in any substantial gainful activity (or the inability to independently complete Activities of Daily Living [ADLs], such as eating, bathing, dressing, toileting, and transferring or ambulating) by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or 2) blindness. (42 USC section 416(i)(1); see also 42 USC section 423(d)(1).)

**DISABILITY ASSISTANCE EXPENSE:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatuses for a family member with a disability or disabilities that are necessary to enable the family member to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**DISABLED PERSON:** A person who has a disability or disabilities. See the definition of “Disability” above Disabilities may be developmental (e.g. intellectual delay, autism, cerebral palsy, or epilepsy/seizure disorder), psychiatric/mental (e.g. bipolar disorder or schizophrenia), physical, or a combination thereof.

A person with disabilities means a person who: a) Has a disability as defined in section 223 of the Social Security Act (42 USC section 423), or b) is determined to have a physical, mental, or emotional impairment that: 1) is expected to be of long-continued and indefinite duration, 2) substantially impedes his or her ability to live independently, and 3) is of such a nature that such ability could be improved by more suitable housing conditions, or c) Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC section 6001(5); see also California Welfare and Institutions Code sections 4500 et.seq. [The Lanterman Act].)

**DISPLACEMENT PREFERENCE:** The displacement preference may be defined 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, or through no fault of their own, by governmental action. If appropriate, the preference can also be expanded to include applicants being displaced by private actions or if they can provide documentation that they were terminated from the Housing Choice Voucher (HCV) program due to a lack of federal funding or sequestration.

**DOMICILE:** The place at which a person is physically present and that the person regards as home; a person's true, fixed, principal, and permanent home, to which that person intends to return and remain (usually requires physical presence couple with the intent to make the place one's home); also, the residence of a person or corporation for legal purposes.

**DRUG:** Generally, a natural or synthetic substance that alters one's perception or consciousness. Per 24 CFR section 5.100, "a controlled substance as defined in section 102 of the Controlled Substances Act (21 USC 802)."

**DRUG-RELATED CRIMINAL ACTIVITY:** The illegal manufacture, sale, distribution, possession, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug. Drug related criminal activity can be on or off the premises of the PHA's property or the HCV-assisted individual rental unit. (24 CFR section 966.53(c).)

**DRUG TRAFFICKING:** Any illicit activity to cultivate, produce, manufacture, distribute, sell, finance, or transport narcotic drugs, controlled substances, or listed chemicals, or otherwise endeavor or attempt to do so, or to assist, abet, conspire, or collude with others to do so. (21 USC section 1907.)

**DUE PROCESS (PROCEDURAL):** The minimal requirements of notice and a hearing guaranteed by the Due Process Clauses of the 5th and 14th Amendments to the United States Constitution, especially if the deprivation of a significant life, liberty, or property interest may occur.

**DUE PROCESS (SUBSTANTIVE):** The doctrine that the Due Process Clauses of the 5th and 14th Amendments to the United States Constitution require legislation to be fair and reasonable in content and to further a legitimate governmental objective.

**DUE PROCESS CLAUSE (OF THE U.S. CONSTITUTION):** The constitutional provision that prohibits the government (or its agents) from unfairly or arbitrarily depriving a person of life, liberty, or property.

**ECONOMIC SELF-SUFFICIENCY PROGRAM:** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as substance abuse or mental health treatment). (24 CFR section 5.603(b).) Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 USC section 607(d)

The new definition of the term "economic self-sufficiency program" is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

**ELDERLY FAMILY:** A family whose head or co-head, spouse or sole member is at least 62 years of age, or two or more persons at least 62 years of age living together, or one or more persons at least 62 years of age living with one or more live-in aides. **ELDERLY AND**

**DISABLED FAMILY:** A family in which each member, or whose sole member, is a person:

1. displaced by governmental action resulting from the:
  - a. prepayment of a mortgage or
  - b. voluntary termination of a mortgage insurance contract or
  - c. termination from housing due to a lack of funding or
  - d. demolition or disposition of a public or Indian housing project, or
2. a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief (24 CFR 5.403)

**ELEMENTS OF DUE PROCESS (FOR PHA PURPOSES):** Adequate notice of the action the PHA plans to take or not to take:

- An opportunity for the applicant/resident to request a hearing on the PHA's proposed action or inaction and to examine all documents, records, and regulations of the PHA relevant to the issue for hearing prior to the hearing in order to prepare a defense The resident's right to be represented by counsel at the hearing, and to bring any credible and competent witnesses to offer testimony on the issue for hearing;
- The resident's opportunity to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense the resident may have; and
- A decision on the merits of the case.

**ELIGIBLE FAMILY (Family):** Low income families who are eligible for admission to the public housing program. (24 CFR section 960.102(b)).

**EMANCIPATED MINOR:** A minor who is self-supporting and independent of parental control, usually as a result of a court order.

**ENGAGED IN OR ENGAGING IN:** "Engaged in or engaging in or recent history of" criminal activity means any act within the past three years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the PHA, whether or not it resulted or results in a conviction of the applicant or participant, household members, or guests.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES:** Prior to the regulation change in 1982, this meant medical and/or unusual expenses which exceeded 25% of the Annual Income. It is no longer used.

**EXCESSIVE COST BURDEN:** Paying more than 50% of monthly adjusted income for shelter/housing.

**EXCESS MEDICAL EXPENSES:** Medical expenses incurred by elderly families, only in excess of 3% of annual income, which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY:** Families whose income does not exceed the higher of 30% of the area median income (AMI) or the federal poverty level.

**FALSIFYING AN APPLICATION FOR LEASING:** Includes verbalizing or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead the PHA.

**FAMILY:** A person or group of persons, as determined by the PHA consistent with 24 CFR section 5.403, approved to reside in unit with assistance under the program. The applicant must qualify as a family as defined by the PHA. The term "Family" includes, but is not limited to, the following regardless of actual or perceived sexual orientation, gender identity, or marital status:

A single person, who may be an elderly person, displaced person, disabled person, near-elderly or any other single person; or

1. A group of persons residing together, and such group includes, but is not limited to:
  - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - b. An elderly family;
  - c. A near-elderly family;
  - d. A disabled family;
  - e. A displaced family; and
  - f. The remaining member of a resident family.

**FAMILY** is used interchangeably with "applicant," "resident," and "participant."

**FAMILY OF VETERAN OR SERVICEPERSON:** A family is a "family of veteran or serviceperson" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent due to hospitalization, separation, or desertion, or is divorced; provided, the family consists of one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized provided that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM):** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FLAT RENT:** Rent amount, determined annually, based on the market rental value of the unit.

1) The PHA must establish a flat rent for each public housing unit that is no less than 80% of the applicable fair market rent (FMR) as determined under 24 CFR part 888, subpart A, or 2) the PHA may request, and HUD may approve, on a case-by-case basis, a flat rent that is lower than 80% of the FMR by submitting a market analysis of the applicable market, demonstrating, based on the market analysis, that the proposed flat rent is a reasonable rent in comparison to rent for other comparable unassisted units, based on the location, quality, size, unit type, and

age of the public housing unit and any amenities, housing services, maintenance, and utilities to be provided by the PHA in accordance with the lease.

**FOSTER CHILDCARE 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.

**GENDER IDENTITY:** Actual or perceived gender-related characteristics. (24 CFR section 5.100.)

**GOOD CAUSE:** A substantial and compelling reason beyond the party's control to show why a request should be granted or why an action or failure to act should be excused. In considering whether the party has established good cause for his or her act or failure to act, the PHA will take into consideration the length of the delay the party takes in contacting the PHA, the diligence on the part of the individual making the request, and the potential prejudice to the opposing party (e.g. the PHA). For purposes of late informal review or formal hearing requests, this may include lateness due to serious illness, medical emergencies, or agency error (e.g. where the PHA mails a resident a hearing notice scheduling the hearing for a date that has already passed).

**GRIEVANCE:** Any dispute which a resident may have with respect to PHA action or failure to act in accordance with the individual resident's lease or PHA regulations which adversely affect the individual resident's rights, duties, welfare, or status.

**GROSSLY UNSANITARY OR HAZARDOUS HOUSEKEEPING:** Includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials. It also includes severe damages to the PHA's property or equipment, if it is established that the family is responsible for conditions that may seriously affect neighbors by causing infestation, foul odors, etc. Also included is the depositing of garbage or other waste in halls, or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for the family, other residents or the PHA's property.

**GUEST:** A person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

**HCV:** Housing Choice Voucher Program.

**HEAD OF HOUSEHOLD:** The person who assumes legal and financial responsibility for the household and is listed on the application as head of household.

**HEARING OFFICER/HEARING PANEL:** A person or persons selected in accordance with the PHA's grievance and hearing procedures to hear grievances and render a decision with respect thereto.

**HOMELESS:** As defined in the HEARTH Act:

Homeless means:

(1) 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;

(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;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) 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;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, and faith based or other social networks, to obtain other permanent housing.

**HOMELESS PREFERENCE:** A limited preference to families who, in coordination with a third party, are identified as homeless (according to the HUD definition Continuum of Care definition. Per PIH Notice 2013-15, these families are referred by a partnering homeless service organization or consortia of organizations (an organization that refers people transitioning out of a shelter, transitional housing program, or rapid re-housing program).



**HOUSEHOLD:** For purposes of 24 CFR part 5, subpart I, and parts 960, 966, 882, and 892, means the family and any PHA-approved live-in aide. **HOUSING AGENCY:** A state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to administer the public housing program.

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974:** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PLAN:** A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 24 CFR part 570, submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting the requirements of 24 CFR part 570 submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO:** Is referred to as "PHA" or "Housing Authority" or "HA" or the "Authority," throughout this document.

**HOUSING QUALITY STANDARDS (HQS):** The HUD minimum quality standards for housing assisted under the Housing Choice Voucher (HCV) programs.

**HUD:** The Department of Housing and Urban Development or its designee.

**HUD REQUIREMENTS:** HUD requirements for the public housing and Housing Choice Voucher (HCV) programs. HUD requirements are issued by HUD headquarters as regulations. These include Federal Register notices or other binding program directives.

**HURRA:** The Housing and Urban/Rural Recovery Act of 1983, legislation that resulted in most of the 1984 HUD Regulation changes to the definitions of income, allowances, and rent calculations.

**IMPUTED ASSET:** Asset disposed of for less than Fair Market Value during two years preceding examination or recertification.

**IMPUTED INCOME:** HUD passbook rate times the total cash value of assets when assets exceed \$5,000.

**IMPUTED WELFARE INCOME** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income. (24 CFR section 5.615.)

**INCOME:** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME-BASED RENT:** The resident rent paid to the PHA that is based on family income and the PHA rental policies. The PHA uses a percentage of family income or some other reasonable system to set income-based rents. The PHA has broad flexibility in deciding how to set income-based rent for its residents. However, the income-based resident rent plus the PHA's allowance for resident paid utilities may not exceed the "total resident payment" as determined by a statutory formula.

**INCOME FOR ELIGIBILITY:** Gross annual income.

**INCOME TARGETING:** The HUD admissions requirement that PHAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

**INDIAN:** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any state.

**INDIAN HOUSING AUTHORITY (IHA):** A housing agency established either: By exercise of the power of self-government of an Indian Tribe, independent of state law, or by operation of state law providing specifically for housing authorities for Indians.

**INITIATING THREATS:** The communication of the intent to inflict harm or loss on another person or to his or her property. This includes threats of violence or acts of violence, such as verbal or physical assault or intimidation directed toward residents, PHA employees, and PHA property.

**INTEREST REDUCTION SUBSIDIES:** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. This includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**INVOLUNTARILY DISPLACED PERSON:** Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

**INVOLUNTARY DISPLACEMENT:** Applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, or through no fault of their own by governmental action. If appropriate, the preference can also be expanded to include applicants being displaced by private actions.

**KINSHIP GUARDIANSHIP ASSISTANCE PAYMENT (KIN-GAP):** A cash aid program that supports eligible relative caregivers in California who are unable or unwilling to adopt but instead become legal guardians as the permanency option for exiting the child welfare system.

**LANDLORD:** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner. In public housing, "landlord" refers to the PHA.

**LATE FEE:** Charges assessed if monthly rent payments are not paid in full by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) day of each month, in accordance with the PHA's *Schedule of Fees and Charges*.

**LATE RENT:** Monthly rent payments not paid in full by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) day of each calendar month.

**LEASE:** A written agreement between an owner and an eligible family or individual for the leasing of a housing unit.

**LIVE-IN AIDE:** A person who resides with an elderly person or person with disabilities and who is essential to the care and wellbeing of the person, and 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 without regard to their date and time of application.

**LOW-INCOME FAMILY:** A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

**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 anticipated during the period for which Annual Income is computed, and which is not covered by insurance. (Only Elderly Families qualify). The allowances are applied when medical expenses exceed 3% of Annual Income.

**MINIMUM RENT:** An amount established by the PHA between zero and \$50.00.

**MINOR:** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MONTHLY ADJUSTED INCOME:** 1/12 of the Annual Income after adjusting for any allowances.

**MONTHLY INCOME:** 1/12 of the Annual Income before adjusting for any allowances.

**NEAR-ELDERLY FAMILY:** A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two 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. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS:** The net cash value of equity in savings, checking, IRA and Keogh plans (tax deferred pension plans), 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.

**NONCITIZENS RULE:** Refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

**NON PAYMENT OF RENT:** If the monthly rent is not paid by the first (1<sup>st</sup>) business day after the fifth (5<sup>th</sup>) day of each calendar month, a fourteen (14) day notice to pay rent or quit and/or a three (3) day notice to pay rent or quit running concurrently will be issued.

**NON PAYMENT OF RIGHTFUL OBLIGATIONS:** The resident's failure to pay any monies owed to the PHA, including rent and/or utilities and other charges owed to the PHA.

**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.

**OTHER CRIMINAL ACTIVITY:** A history or pattern of criminal activity that may threaten the health or safety of the owner, PHA staff, other residents, or persons performing a contract administration function or responsibility on behalf of the PHA (including a contractor, subcontractor, or agent).

**OTHER PERSON UNDER THE RESIDENT'S CONTROL (COVERED PERSON):** The person, although not staying as a guest in the unit is, or was, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident or family.

**PARTICIPANT:** A family that has been admitted to the PHA program, and is currently assisted in the program.

**PATTERN OF ALCHOL ABUSE:** Includes a determination by the PHA that the pattern of alcohol abuse might interfere with the applicant's or resident's health, safety or right to peaceful enjoyment of the premises by other residents.

**PATTERN OF DRUG USE:** Includes a determination by the PHA that the applicant has engaged in a pattern of illegal use of a controlled substance, which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

**PATTERN OF VIOLENT BEHAVIOR:** Includes evidence of repeated acts of violence (including violent criminal activities) on the part of an individual, or a pattern of conduct that may result in a danger to other residents, PHA staff, or the PHA's properties.

**PRE-APPLICANT (or pre-applicant family):** A family that has submitted a pre-application to be placed on a waitlist, but has not yet completed an application to qualify for the program.

**PREMISES:** The building or complex in which the dwelling unit is located including common areas and grounds.

**PREPONDERANCE OF EVIDENCE:** Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence is not determined by the number of witnesses, but by the greater weight of all evidence.

**PREVIOUSLY UNEMPLOYED:** Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**PUBLIC ASSISTANCE:** Welfare or other payments to families or individuals based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA):** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**QUALIFIED FAMILY:** A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least \$500.

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998:** The Act, which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

**REASONABLE ACCOMMODATION:** A reasonable accommodation is a change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling unit or common space.

**REASONABLE CAUSE:** To have knowledge of facts, although not amounting to direct knowledge, that would cause a reasonable person knowing the same facts, to reasonably reach the same conclusion based on those facts.

**RECERTIFICATION:** Sometimes called re-examination. The process of securing documentation of total family income and other information used to determine the rent the resident will pay for the next 12 months if no interim changes are reported by the family.

**RECORD OF SERIOUS DISTURBANCES OF NEIGHBORS, DESTRUCTION OF PROPERTY OR OTHER DISRUPTIVE OR DANGEROUS BEHAVIOR:** Consists of patterns of behavior, which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility. This includes behavior which damages the unit in which the applicant resides or the other areas of the premises, or which is seriously disturbing to neighbors or disrupts sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. This also includes judicial eviction in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances to neighbors and/or other individuals or damage to the property.

**REMAINING MEMBER OF RESIDENT FAMILY:** Person left in assisted housing after other family members have left and become unassisted.

**RESIDENCY PREFERENCE:** A local preference for admission of persons who reside in a specified geographic area. For this PHA, the residency preference applies to individuals who live or work in Sacramento County.

**RESIDENT:** Refers to participants in terms of their relation as a lessee to the PHA as the landlord. A lessee or the remaining head of household of any resident family residing in housing accommodations owned or leased by the PHA.

**RESPONSIBLE ENTITY:** For the public housing, Section 8 resident-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an Annual Contributions Contract (ACC) with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner

**SECRETARY:** The Secretary of the U.S. Department of Housing and Urban Development (HUD).

**SECURITY DEPOSIT:** Any payment, fee, deposit, or charge that is imposed at the beginning of a tenancy to be used to reimburse the landlord for costs associated with processing a new resident. The security may be used: 1) to compensate the PHA for the resident's default in the payment of rent, 2) for the repair of damages to the unit other than ordinary wear and tear, caused by the resident or by a guest or licensee of the resident, 3) for the cleaning of the premises, upon termination of the tenancy, necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and 4) to remedy defaults by the resident in any obligation under the lease to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

**SELF CERTIFICATION:** A notarized statement or affidavit statement signed under penalty of perjury.

**SERVICE PERSON:** A person in the active military or naval service (including the active reserve) of the United States.

**SEXUAL ASSAULT:** Any type of sexual contact or behavior that occurs by force or without consent of the recipient of the unwanted sexual activity. Falling under the definition of sexual assault is sexual activity such as forced sexual intercourse, sodomy, child molestation, incest, fondling, and attempted rape. It includes sexual acts against people who are unable to consent either due to age, disability, or lack of capacity.

**SEXUAL ORIENTATION:** Defined as homosexuality, heterosexuality, or bisexuality. (24 CFR section 5.100.)

**SINGLE PERSON:** A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a resident family.

**SPECIFIED WELFARE BENEFIT REDUCTION:** Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE/PARTNER:** A spouse/partner may be a person who is a boyfriend, girlfriend, significant other, spouse, or partner.

**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.

**RESIDENT (Synonymous with tenant):** The person or persons who execute the lease as lessee of the dwelling unit.

**RESIDENT RENT:** The amount payable monthly by the family as rent to the PHA.

**TOTAL RESIDENT PAYMENT (TRP):** The total amount the HUD rent formula requires the resident to pay toward rent and utilities.

**UPCS:** UNIFORM PHYSICAL CONDITION STANDARDS (see 24 CFR sections 5.701-5.705).

**UNIT/HOUSING UNIT:** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained in the unit and generally ranges from zero bedrooms to six bedrooms.

**UTILITIES:** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, and trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE:** The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**UTILITY REIMBURSEMENT PAYMENT:** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Resident Payment for the family occupying the unit.

**VAWA:** The Violence Against Women Act (“VAWA”) protects applicants, residents, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them.

**VERY LARGE LOWER-INCOME FAMILY:** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY:** A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**VETERAN:** A person who has served in the active military, who was called to active duty by a federal order of the United States at any time and who was discharged or released under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY:** Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**WAIT POOL:** A list of families organized, according to application receipt, date and time that are in the process of being determined eligible for subsidy.

**WAITING LIST:** A list of families organized according to HUD regulations and PHA policy that are waiting for subsidy to become available.

**WELFARE ASSISTANCE:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state, or local governments. "Welfare assistance" means income assistance from federal or state welfare programs, and includes cash maintenance payments designed to meet a family's ongoing basic needs. The definition borrows from the Department of Health and Human Services' TANF definition of "assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps, emergency rental and utilities assistance, Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), and other Social Security benefits (e.g. Social Security retirement).

### ***C. GLOSSARY OF TERMS USED IN THE NON-CITIZENS RULE***

**CHILD:** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN:** A citizen or national of the United States.

**EVIDENCE:** Evidence of citizenship or eligible immigration status means the documents, which must be submitted to evidence citizenship or eligible immigration status.

**Housing Authority (PHA):** Either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD:** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD:** The United States Department of Housing and Urban Development.

**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 that operates public housing.

**RESPONSIBLE ENTITY:** The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the PHA).

**SECTION 214:** Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE:** Spouse refers to the marriage partner. 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 (PIH) programs.

**USCIS:** The United States Citizenship and Immigration Services (formerly Immigration and Naturalization Service [INS]). This is the federal government agency that oversees lawful immigration to the United States. The USCIS is a part of the United States Department of Homeland Security (DHS).



Capital Fund Program - Five-Year Action Plan

Status: Draft

Approval Date:

Approved By:

<b>Part I: Summary</b>						
<b>PHA Name :</b> County of Sacramento Housing Authority			<b>Locality (City/County &amp; State)</b>			
<b>PHA Number:</b> CA007			<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 2022</b>	<b>Work Statement for Year 2 2023</b>	<b>Work Statement for Year 3 2024</b>	<b>Work Statement for Year 4 2025</b>	<b>Work Statement for Year 5 2026</b>
	AUTHORITY-WIDE	\$1,278,361.00	\$1,278,361.00	\$1,278,361.00	\$1,278,361.00	\$1,278,361.00
	POINTE LAGOON (CA007000205)	\$310,000.00	\$695,290.00	\$590,000.00	\$402,700.00	\$542,435.00
	SUN RIVER (CA007000203)	\$854,890.00	\$385,000.00	\$450,174.00	\$647,000.00	\$469,297.00
	RIO GARDEN (CA007000202)	\$220,000.00	\$304,600.00	\$344,716.00	\$335,190.00	\$373,158.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2022				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	AUTHORITY-WIDE (NAWASD)			\$1,278,361.00
ID0048	Operations(Operations (1406))	PHA Wide		\$532,650.00
ID0049	Management Improvements(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	PHA Wide - Resident Trainee Program & Yardi System maintenance		\$266,325.00
ID0050	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	PHA Wide Program Administration		\$266,325.00
ID0051	Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	Architect & Engineers		\$213,061.00
	POINTE LAGOON (CA007000205)			\$310,000.00
ID0054	9240 Bruceville Rd. (Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Other)	Bldg BRUC,U#707493-707495 Bldg BRUB,U#707496-707498 Bldg BRUA,U#707499-707502 Bldg BRUF,U#707503-707507 Bldg BRUE,U#707508-707509 Bldg BRUF,U#707510-707512		\$180,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2022		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0190	3929 48th Ave (24 units)(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping)	Bldg 48TA - 48tH; U# 707537 - 707558		\$130,000.00
	SUN RIVER (CA007000203)			\$854,890.00
ID0070	7754 Cook Avenue (10 units)(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Other,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Other)	Bldg COOA,U#707473-707475 Bldg COOB,U#707476-707478 Bldg COOC,U#707479-707480 Bldg COOD,U#707481-707482		\$70,228.00
ID0176	6225 Beech Av (10 units)(Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Water Lines/Mains)	Bldg BEE3 U# 707267-707276		\$80,406.00
ID0205	10730 Coloma Rd. (16 units)(Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Bldg CR01,U#707625-707627 Bldg CR02, U#707628-707630 Bldg CR03, U#707631-707634 Bldg CR04, U#707635-707636 Bldg CR05, U#707637-707640		\$104,256.00
ID0207	2602-2623 El Parque Circle (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg EP02 U#702328-702330 Bldg EP05 U#702331-702333 Bldg EP09 U#702334-702336  Bldg EP13 U#702337-702339 Bldg EP17 U#702340-702342 Bldg EP19 U#702343-702345		\$300,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2022		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
		Bldg EP23 U#702346-702348		
ID0208	2701-2707 El Parque Circle(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Exterior (1480)-Exterior Lighting)	Bldg EP01 U#702349-702352 Bldg EP03 U#702353-702356 Bldg EP07 U#720357-702360		\$300,000.00
	RIO GARDEN (CA007000202)			\$220,000.00
ID0137	1517-1525 Bell Street (Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Interior (1480)-Other)	Bldg#BL17 U#707304-707307 Bldg#BL25 U#707308-707312		\$120,000.00
ID0140	7316-7326 Roseville Road(Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other)	Bldg ROS1 U#707528-707532 Bldg ROS2 U#707533-707536		\$100,000.00
	Subtotal of Estimated Cost			\$2,663,251.00

## Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b>				
	2	2023		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	SUN RIVER (CA007000203)			\$385,000.00
ID0075	2909-2919 Dain Ct(Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other)	Bldg DAI1, U#701640-701641 Bldg DAI2 U#701642-701643 Bldg DAI3 U#701644-701645		\$65,000.00
ID0177	7501 Sunset Ave.(Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Other)	Bldg SU01 U#707101-707103 Bldg SU02 U#707104-707109 Bldg SU03 U#707110-707112 Bldg SU04 U#707113-707120		\$130,000.00
ID0209	5735 Engle Road (16 Units)(Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Windows,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Lighting)	Bldg ENG5 U#707288-707291 Bldg ENG9 U#707292-707296 Bldg ENG1 U#707297-707303		\$90,000.00
ID0210	6519 Main Av (24 units)(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Playground Areas - Equipment,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping)	Bldg MN01-MN07; U# 707585-707608		\$100,000.00

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year 2 2023</b>				
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	AUTHORITY-WIDE (NAWASD)			\$1,278,361.00
ID0086	Operations(Operations (1406))	PHA Wide		\$532,650.00
ID0087	Management Improvements(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	PHA Wide - Resident Trainee Program & Yardi System maintenance		\$266,325.00
ID0088	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	PHA Wide Program Administration		\$266,325.00
ID0089	Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	Architect & Engineers		\$213,061.00
	POINTE LAGOON (CA007000205)			\$695,290.00
ID0109	3541-3563 42nd Ave. (Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving)	Bldg#MULB U#738160-738165		\$70,000.00

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>					
<b>Work Statement for Year</b>		<b>2</b>	<b>2023</b>		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>		<b>Quantity</b>	<b>Estimated Cost</b>
ID0129	5730 Nina Way(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other)	Bldg#NINA U#701431-701440			\$72,000.00
ID0139	6433 Lang Ave.(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Bldg#LANG U#701588-701595			\$70,000.00
ID0150	14215 Grove Street (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg#GR01 U#707617-707619 Bldg#GR02 U#707620-707621 Bldg#GR03 U#707622-707624			\$70,000.00
ID0151	5251 Young Street (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt Concrete - Paving,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping)	Bldg#YOU5 U#701832			\$63,290.00
ID0167	5100-5101 Southwest Ave. (Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-	Bldg SW00 U#703327-70331 Bldg SW01 U#70332-70338			\$80,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2023		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodos,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)			
ID0200	5731-5745 Dewey Blvd. (Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg DB31 U#703315-703319 Bldg DB45 U#703320-703326		\$90,000.00
ID0211	9240 Bruceville Rd. (Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing)	Bldg BRUC,U#707493-707495 Bldg BRUB U#707496-707498 Bldg BRUA,U#707499-707502 Bldg BRUF,U#707503-707507 Bldg BRUE,U#707508-707509 Bldg BRUF,U#707510-707512		\$180,000.00
	RIO GARDEN (CA007000202)			\$304,600.00
ID0121	1517-1525 Bell Street ( 9 units)(Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Interior (1480)-Other)	Bldg#BL17 U#707304-707307 Bldg#BL25 U#707308-707312		\$84,600.00



<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b>				
2		2023		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0123	2511 Gunn Road (8 units)(Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Pedestrian paving)	Bldg GUN1 U# 707609-707612 Bldg GUN2 U# 707613-707616		\$60,000.00
ID0124	6045 Dry Creek Road (16 units)(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving)	Bldg DCR1-DCR2, U# 772195-772210 upgrade auto/ped gate to meet UL 325 safety compliance		\$80,000.00
ID0126	3241 Alta Arden Expy(Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg#ALTA U#772339-772350 Bldg#ALTB U#772351-772358 Bldg#ALTC U#772359-772370 Bldg#ALTD U#772371-772378 Bldg#ALTE U#772379-772390		\$80,000.00
	Subtotal of Estimated Cost			\$2,663,251.00

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b>				
	3	2024		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	SUN RIVER (CA007000203)			\$450,174.00
ID0072	8313 Fair Oaks Blvd. (16 units)(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Bldg FAI1,U#772251-772254 Bldg FAI2,U#772255-772258 Bldg FAI3,U#772259-772262 Bldg FAI4,U#772263-772266		\$85,000.00
ID0174	6054 Shupe Dr. (20 Units) (Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other)	Bldg#SH01 U#707017-707020 Bldg#SH02 U#707021-707024 Bldg#SH03 U#707025-707028 Bldg#SH04 U#707029-707032 Bldg#SH05 U#707033-707036		\$140,174.00
ID0175	7500 Tiara Way(Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg TW01,707037-707040 Bldg TW02,707041-707044 Bldg TW03,707045-707048 Bldg TW04,707049-707052 Bldg TW05,707053-707056		\$10,000.00
ID0214	6010-6046 Northcrest Cir. (28 Units)(Non-Dwelling Interior (1480)-Mechanical,Non-Dwelling Interior (1480)-Other,Non-Dwelling Interior (1480)-Plumbing)	Bldg#NC10 U#701731-701734 Bldg#NC16 U#701735-701738 Bldg#NC24 U#701739-701742 Bldg#NC28 U#701743-701750 Bldg#NC40 U#701751-701758		\$115,000.00
ID0215	2701-2707 El Parque Circle(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows)	Bldg EP01 U#702349-702352 Bldg EP03 U#702353-702356 Bldg EP07 U#720357-702360		\$100,000.00
	POINTE LAGOON (CA007000205)			\$590,000.00

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<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year 3 2024</b>				
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0101	9561-9601 Cassandra Way(Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Landscape)	Bldg#CW61 U#707211-707215 Bldg#CW71 U#707216-707220 Bldg#CW75 U#707221-707225 Bldg#CW01 U#707226-707230		\$100,000.00
ID0170	5251- 5259 Young Street (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping)	Bldg#YOU5 U#701832-701837		\$180,000.00
ID0212	3929 48th Ave (24 units)(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Pedestrian paving)	Bldg 48TA - 48tH; U# 707537 - 707558		\$130,000.00
ID0213	9240 Bruceville Rd. (Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Other)	Bldg BRUC,U#707493-707495 Bldg BRUB U#707496-707498 Bldg BRUA,U#707499-707502 Bldg BRUF,U#707503-707507 Bldg BRUE,U#707508-707509 Bldg BRUF,U#707510-707512		\$180,000.00
	RIO GARDEN (CA007000202)			\$344,716.00

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<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b>				
	3	2024		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0131	3050 Bell Street(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg BS01 U#707057-707060 Bldg BS02 U#707061-707064 Bldg BS03 U#707065-707068 Bldg BS04 U# 707069-707072 Bldg BS05 U# 707073-707076		\$85,097.00
ID0171	6029 Dry Creek Rd (20 units)(Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System)	Bldg DC9A-DC9C, U# 707449-707462		\$149,619.00
ID0172	5519 Date Ave.(Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg DA01 U#707231-707238 Bldg DA02 U#707239-707250		\$110,000.00
	AUTHORITY-WIDE (NAWASD)			\$1,278,361.00
ID0152	Operations(Operations (1406))	PHA Wide		\$532,650.00

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year 3 2024</b>				
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0153	Management Improvements(Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements,Management Improvement (1408)-Other)	PHA Wide - Resident Trainee Program & Yardi System maintenance		\$266,325.00
ID0154	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	PHA Wide Program Administration		\$266,325.00
ID0155	Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	Architect & Engineers		\$213,061.00
	Subtotal of Estimated Cost			\$2,663,251.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2025		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	POINTE LAGOON (CA007000205)			\$402,700.00
ID0052	3520-3562 41st Ave.(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Paint and Caulking)	Bldg MULB, U#:738152-738165		\$116,506.00
ID0166	5730 Nina Way(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other)	Bldg#NINA U#701431-701440		\$100,000.00
ID0194	6601 Pomegranate Ave. (Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Mechanical)	Bldg PA01,U#703175-703176 Bldg PA02,U#703177-703178 Bldg PA03,U#703179-703180 Bldg PA04,U#703181-703186 Bldg PA05,U#703187-703194		\$100,000.00
ID0217	5251 Young Street (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping)	Bldg#YOU5 U#701832		\$86,194.00

## Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b>				
	4	2025		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	SUN RIVER (CA007000203)			\$647,000.00
ID0099	5810-5820 Manzanita Ave. (Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Other)	Bldg#MA10 U#707277-707278 Bldg#MA16 U#707279-707283 Bldg#MA20 U#707284-707287		\$82,000.00
ID0187	6519 Main Av (24 units)(Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Playground Areas - Equipment,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping)	Bldg MN01-MN07; U# 707585-707608		\$100,000.00
ID0189	6649 Sunrise Blvd(Non-Dwelling Interior (1480)-Mechanical,Non-Dwelling Interior (1480)-Other,Non-Dwelling Interior (1480)-Plumbing)	Bldg SUNA U#707513-707515 Bldg SUNB U#707516-707519 Bldg SUNC U#707520-707522 Bldg SUND U#707523-707527		\$115,000.00
ID0193	6054 Shupe Dr. (20 Units) (Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other)	Bldg#SH01 U#707017-707020 Bldg#SH02 U#707021-707024 Bldg#SH03 U#707025-707028 Bldg#SH04 U#707029-707032 Bldg#SH05 U#707033-707036		\$150,000.00
ID0216	2602-2623 El Parque Circle (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg EP02 U#702328-702330 Bldg EP05 U#702331-702333 Bldg EP09 U#702334-702336  Bldg EP13 U#702337-702339 Bldg EP17 U#702340-702342 Bldg EP19 U#702343-702345 Bldg EP23 U#702346-702348		\$200,000.00

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b> 4		2025		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>

	AUTHORITY-WIDE (NAWASD)			\$1,278,361.00
ID0183	Operations(Operations (1406))	PHA Wide		\$532,650.00
ID0184	Management Improvements(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	PHA Wide - Resident Trainee Program & Yardi System maintenance		\$266,325.00
ID0185	Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	Architect & Engineers		\$266,325.00
ID0186	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	PHA Wide Program Administration		\$213,061.00
	RIO GARDEN (CA007000202)			\$335,190.00



Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b> 4		2025		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0188	6029 Dry Creek Rd (20 units)(Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System)	Bldg DC9A-DC9C, U# 707449-707462		\$125,000.00
ID0191	1517-1525 Bell Street (9 units)(Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Interior (1480)-Other)	Bldg#BL17 U#707304-707307 Bldg#BL25 U#707308-707312		\$40,000.00
ID0195	325 Elkhorn Blvd. (Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Landscape,Non-Dwelling Site Work (1480)-Lighting)	Bldg#EB01 U#701407-701410 Bldg#EB02 U#701411-701414 Bldg#EB03 U#701415-701418		\$90,000.00
ID0199	1160 Evelyn Lane (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping)	Bldg EL01 U#707141-707144 Bldg EL02 U#707145-707146 Bldg EL01 U#707147-707148 Bldg EL02 U#707149-707152 Bldg EL04 U#707153-707156 Bldg EL05 U#707157-707158 Bldg EL04 U#707159-707160		\$80,190.00
	Subtotal of Estimated Cost			\$2,663,251.00

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b> 5		2026		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	POINTE LAGOON (CA007000205)			\$542,435.00
ID0059	6601 Pomegranate Ave. (Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Plumbing)	Bldg PA01,U#703175-703176 Bldg PA02,U#703177-703178 Bldg PA03,U#703179-703180 Bldg PA04,U#703181-703186 Bldg PA05,U#703187-703194		\$107,000.00
ID0168	5731-5745 Dewey Blvd. (Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Interior (1480)-Appliances)	Bldg DB31 U#703315-703319 Bldg DB45 U#703320-703326		\$150,000.00
ID0173	9561-9601 Cassandra Way(Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Landscape)	Bldg#CW61 U#707211-707215 Bldg#CW71 U#707216-707220 Bldg#CW75 U#707221-707225 Bldg#CW01 U#707226-707230		\$105,435.00
ID0218	9353 Elk Grove\Florin Blvd.(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg EGFA U#707463-707464 Bldg EGFB U#707465-707466 Bldg EGFC U#707467-707468 Bldg EGFD U#707469-707470 Bldg EGFE U#707471-707472		\$180,000.00

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b> 5		2026		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	RIO GARDEN (CA007000202)			\$373,158.00
ID0138	325 Elkhorn Blvd. (Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Landscape,Non-Dwelling Site Work (1480)-Lighting)	Bldg#EB01 U#701407-701410 Bldg#EB02 U#701411-701414 Bldg#EB03 U#701415-701418		\$80,000.00
ID0144	1160 Evelyn Lane (Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping)	Bldg EL01 U#707141-707144 Bldg EL02 U#707145-707146 Bldg EL01 U#707147-707148 Bldg EL02 U#707149-707152 Bldg EL04 U#707153-707156 Bldg EL05 U#707157-707158 Bldg EL04 U#707159-707160		\$70,200.00
ID0145	4741 Whitney Ave(Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other,Non-Dwelling Site Work (1480)-Lighting,Non-Dwelling Site Work (1480)-Landscape)	Bldg WHIA U#707483-707484 Bldg WHIB U#707485-707486 Bldg WHIC U#707487-707488 Bldg WHID U#707489-707490 Bldf WHIW U#707491-707492		\$72,000.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2026		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0206	2511 Gunn Road (8 units)( Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Pedestrian paving)	Bldg GUN1 U# 707609-707612 Bldg GUN2 U# 707613-707616		\$70,958.00
ID0219	1517-1525 Bell Street ( Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Interior (1480)-Other)	Bldg#BL17 U#707304-707307 Bldg#BL25 U#707308-707312		\$80,000.00
	SUN RIVER (CA007000203)			\$469,297.00
ID0146	6054 Shupe Dr. (20 Units) ( Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Mechanical)	Bldg#SH01 U#707017-707020 Bldg#SH02 U#707021-707024 Bldg#SH03 U#707025-707028 Bldg#SH04 U#707029-707032 Bldg#SH05 U#707033-707036		\$200,000.00
ID0178	2970 Portsmouth Dr. (9 Units)( Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg PORA,U#701578-701581 Bldg PORB,U#701582-701586		\$72,000.00
ID0179	5735 Engle Road (16 Units)( Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Exterior	Bldg ENG5 U#707288-707291 Bldg ENG9 U#707292-707296 Bldg ENG1 U#707297-707303		\$127,069.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2026		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	(1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Windows,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Lighting)			
ID0220	6250 Mariposa Ave. (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg MA01 U# 707077-707078 Bldg MA02 U# 707079-707082 Bldg MA03 U# 707083-707086 Bldg MA04 U# 707087-707094 Bldg MA05 U# 707095-707100		\$70,228.00
	AUTHORITY-WIDE (NAWASD)			\$1,278,361.00
ID0201	Management Improvements(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	PHA Wide - Resident Trainee Program & Yardi System maintenance		\$266,325.00
ID0202	Operations(Operations (1406))	PHA Wide		\$532,650.00
ID0203	Design & Construction(Contract Administration (1480)-Other Fees and Costs,Contract Administration (1480)-Other)	Architect & Engineers		\$266,325.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 5 2026				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0204	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	PHA Wide Program Administration		\$213,061.00
	Subtotal of Estimated Cost			\$2,663,251.00

<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 1	2022
<b>Development Number/Name General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Operations(Operations (1406))	\$532,650.00
Management Improvements(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	\$266,325.00
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	\$266,325.00
Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	\$213,061.00
Subtotal of Estimated Cost	\$1,278,361.00

<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 2	2023
<b>Development Number/Name General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Operations(Operations (1406))	\$532,650.00
Management Improvements(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	\$266,325.00
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	\$266,325.00
Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	\$213,061.00
Subtotal of Estimated Cost	\$1,278,361.00



<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 3	2024
<b>Development Number/Name General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Operations(Operations (1406))	\$532,650.00
Management Improvements(Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements,Management Improvement (1408)-Other)	\$266,325.00
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	\$266,325.00
Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	\$213,061.00
Subtotal of Estimated Cost	\$1,278,361.00

<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 4	2025
<b>Development Number/Name General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Operations(Operations (1406))	\$532,650.00
Management Improvements(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	\$266,325.00
Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	\$266,325.00
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	\$213,061.00
Subtotal of Estimated Cost	\$1,278,361.00

<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 5	2026
<b>Development Number/Name General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Management Improvements(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)	\$266,325.00
Operations(Operations (1406))	\$532,650.00
Design & Construction(Contract Administration (1480)-Other Fees and Costs,Contract Administration (1480)-Other)	\$266,325.00
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	\$213,061.00
Subtotal of Estimated Cost	\$1,278,361.00

Capital Fund Program - Five-Year Action Plan

Status: Draft

Approval Date:

Approved By:

Part I: Summary						
PHA Name : City of Sacramento Housing Authority			Locality (City/County & State)			
PHA Number: CA005			<input checked="" type="checkbox"/> Original 5-Year Plan		<input type="checkbox"/> Revised 5-Year Plan (Revision No: )	
A.	Development Number and Name	Work Statement for Year 1 2022	Work Statement for Year 2 2023	Work Statement for Year 3 2024	Work Statement for Year 4 2025	Work Statement for Year 5 2026
	AUTHORITY-WIDE	\$2,396,062.00	\$2,396,062.00	\$2,396,062.00	\$2,396,062.00	\$2,396,062.00
	ALDER GROVE (CA005000101)	\$400,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$450,000.00
	MARINA VISTA (CA005000102)	\$330,000.00	\$400,000.00	\$550,000.00	\$550,000.00	\$550,000.00
	THE MILL (CA005000107)	\$324,212.00	\$479,458.00	\$571,703.00	\$458,645.00	\$446,982.00
	OAK PARK (CA005000105)	\$681,846.00	\$665,750.00	\$485,000.00	\$575,224.00	\$643,242.00
	MEADOW COMMONS (CA005000104)	\$365,969.00	\$450,524.00	\$489,029.00	\$661,863.00	\$505,508.00
	CENTRAL CITY (CA005000103)	\$493,705.00	\$250,000.00	\$150,000.00		

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year 1 2022</b>				
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	AUTHORITY-WIDE (NAWASD)			\$2,396,062.00
ID0005	Operations(Operations (1406))	PHA Wide		\$998,359.00
ID0010	Management Improvements(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-System Improvements)	PHA Wide		\$499,179.00
ID0015	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	PHA Wide		\$499,180.00
ID0020	Design & Construction(Contract Administration (1480)-Other Fees and Costs,Contract Administration (1480)-Other)	Architects & Engineers		\$399,344.00
	ALDER GROVE (CA005000101)			\$400,000.00
ID0025	Alder Grove(Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Site Work (1480)-Landscape)	5-year tree maintenance; replace roofs & floor abatement, Security Improvements		\$400,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year				
1		2022		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	MARINA VISTA (CA005000102)			\$330,000.00
ID0030	Marina Vista(Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Soffits,Non-Dwelling Exterior (1480)-Windows,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Site Work (1480)-Seal Coat,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other)	5-year tree maintenance; replace roofs, Plumbing, HVAC, Security Improvements		\$330,000.00
	THE MILL (CA005000107)			\$324,212.00
ID0071	2528-2538 Connie Dr. (Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Other)	Bldg CON3,U#522682-522685 Bldg CON2,U#522686-522690 Bldg CON1,U#522691-522695		\$76,231.00
ID0074	907-923 F Sreet(Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Other)	Bldg FST1,U#522001-522002 Bldg FST2,U#522003-522004 Bldg FST3,U#522005-522007 Bldg FST4,U#522008-522009		\$76,230.00
ID0117	3725 Cypress St. (Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-	Bldg#CYPA U#511772-511778 Bldg#CYPA U#511779-511794 Bldg#CYPC U#511795-511810		\$80,000.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2022				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Non-Dwelling Exterior (1480)-Balconies and Railings,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Exterior (1480)-Gutters - Downspouts,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Paint and Caulking,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Soffits,Non-Dwelling Exterior (1480)-Windows)			
ID0187	480 Redwood Ave (80 Units)(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Interior (1480)-Doors,Non-Dwelling Interior (1480)-Electrical,Non-Dwelling Interior (1480)-Security)	Bldg RWAA - RWAD, U# 511289-511368		\$91,751.00
	OAK PARK (CA005000105)			\$681,846.00
ID0078	3649-51 2nd Ave.(Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg 2ND3,U#519773-519777		\$120,000.00
ID0151	3819 4th Ave(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg 4TH9 U#519788-519797		\$80,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2022		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0152	2845 37th Street (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg 37th U#511107-511124		\$85,000.00
ID0185	3245 3rd Ave(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg 3RD5,U#519783-519787		\$80,500.00
ID0186	3543 1st Ave.(Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking)	Bldg 1STA,U#511369 Bldg 1STA,U#511371-511384 Bldg 1STB,U#511370 Bldg 1STB,U#511385-511400		\$130,000.00
ID0209	100-330 Fairgrounds Dr (24 units)(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Other,Non-Dwelling Exterior (1480)-Paint and Caulking,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscape)	B# FG01-FG12, U# 522658-522681		\$105,368.00
ID0210	3123 2nd Ave.(Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Non-Dwelling Exterior (1480)-Other,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Signage)	Bldg 2ND3,U#519773-519777		\$80,978.00
	MEADOW COMMONS (CA005000104)			\$365,969.00



Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b>				
	1			2022
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0085	6552-6566 24th Street(Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits)	Bldg 2452,U#519621-519622 Bldg 2456,U#519623-519624 Bldg 2460,U#519625-519626 Bldg 2464,U#519627-519628		\$205,508.00
ID0147	89-137 Coral Gables (14 units)(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping)	B# 89CG, U# 540138-139; B# 97CG, U# 540140-141; B# 105CG, U# 540142-143; B# 113CG, U# 540144-145; B# 121CG, U# 540146-147; B# 129CG, U# 540148-149; B# 137CG, U# 540150-151		\$80,000.00
ID0211	7280-7294 Mandy (Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Windows,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets) CENTRAL CITY (CA005000103)	Bldg MD01 U#522104 Bldg MD01 U#522115-522119 Bldg MD02 U#522105 Bldg MD02 U#522120 Bldg MD03 U#522106 Bldg MD03 U#522121-522124		\$80,461.00
				\$493,705.00
ID0177	1725 K Street (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-	Bldg KSTR U#505125-505204		\$133,705.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		1	2022	
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	Flooring (non routine), Dwelling Unit-Interior (1480)-Interior Doors, Dwelling Unit-Interior (1480)-Interior Painting (non routine), Dwelling Unit-Interior (1480)-Other, Dwelling Unit-Interior (1480)-Plumbing, Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving, Dwelling Unit-Site Work (1480)-Fencing, Dwelling Unit-Site Work (1480)-Landscape, Dwelling Unit-Site Work (1480)-Lighting, Dwelling Unit-Site Work (1480)-Other, Dwelling Unit-Site Work (1480)-Parking			
ID0182	2516 H Street RAD 3(Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping)	Bldg HSTR, U# 505078-505706		\$180,000.00
ID0183	917 38th Street RAD 3(Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work	Bldg 38TA, U#511811-511814 Bldg 38TB, U#511815-511818 Bldg 38TC, U#511819-511822 Bldg 38TD, U#511823-511831 Bldg 38TE, U#511832-511836 Bldg 38TF, U#511837-511840		\$180,000.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2022				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-			
	Subtotal of Estimated Cost			\$4,991,794.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2023		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	MEADOW COMMONS (CA005000104)			\$450,524.00
ID0042	89-137 Coral Gables (14 units)(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping)	B# 89CG, U# 540138-139; B# 97CG, U# 540140-141; B# 105CG, U# 540142-143; B# 113CG, U# 540144-145; B# 121CG, U# 540146-147; B# 129CG, U# 540148-149; B# 137CG, U# 540150-151		\$100,000.00
ID0088	7269-7281 Meadowgate Dr.(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other)	Bldg MGD3,U#522101-522102 Bldg MGD4,U#522103 Bldg MGD3,U#522106-522110 Bldg MGD4,U#522111-522114		\$60,000.00
ID0111	6552-6566 24th St.(Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping)	B#2452 U#519621-519622 B#2460 U#519625-519626 B#2464 U#519627-519628		\$120,000.00
ID0143	1 Clauss Court(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg ICC1,U#511430-511432 Bldg ICC2,U#511433-511436 Bldg ICC3,U#511437-511440 Bldg ICC4,U#511441-511444 Bldg ICC5,U#511445-511448 Bldg ICC6,U#511449-511452 Bldg ICC7,U#511453-511456 Bldg ICC8,U#511457-511460 Bldg ICC9,U#511461-511464 Bldg IC10,U#511465-511468 Bldg IC11,U#511469-511472 Bldg IC12,U#511473-511476 Bldg IC13,U#511477-511480 Bldg IC14,U#511481-511484 Bldg IC15,U#511485-511488 Bldg IC16,U#511489-511492 Bldg IC17,U#511493-511496 Bldg IC18,U#511497-511500		\$85,524.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 2 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
		Bldg 1C19,U#511501-511504 Bldg 1C20,U#511505-511508		
ID0148	7280-7294 Mandy (Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Windows,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping) OAK PARK (CA005000105)	Bldg MD01 U#522104 Bldg MD01 U#522115-522119 Bldg MD02 U#522105 Bldg MD02 U#522120 Bldg MD03 U#522106 Bldg MD03 U#522121-522124		\$85,000.00
				\$665,750.00
ID0055	1000 Rio Lane (20 units)(Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping,Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System,Non-Dwelling Construction - Mechanical (1480)-Hot Water Heaters)	Bldg RIOA-RIOF, U# 522812-522831		\$120,000.00
ID0077	3123 2nd Ave.(Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Windows)	Bldg 2ND3,U#519773-519777		\$84,200.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2023		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
ID0079	3143 3rd Ave. (Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving)	Bldg 3RD3,U#519778-519782		\$85,000.00
ID0084	2910-2912 35th Street(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Bldg 35TA,U#519121-519124 Bldg 35TB,U#519125-519128 Bldg 35TC,U#519129-519132 Bldg 35TD,U#519133-519136 Bldg 35TE,U#519137-519140		\$100,000.00
ID0145	3543 1st Ave.(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other)	Bldg 1STA,U#511369 Bldg 1STA,U#511371-511384 Bldg 1STB,U#511370 Bldg 1STB,U#511385-511400		\$85,000.00
ID0146	100-330 Fairgrounds Dr (24 units)(Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscape)	B# FG01-FG12, U# 522658-522681		\$106,550.00
ID0212	2845 37th Street (Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-	Bldg 37th U#511107-511124		\$85,000.00
	AUTHORITY-WIDE (NAWASD)			\$2,396,062.00

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year 2 2023</b>				
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0099	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	PHA Wide		\$499,179.00
ID0100	Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	Architects & Engineers		\$399,344.00
ID0104	Operations(Operations (1406))	PHA Wide		\$998,359.00
ID0128	Management Improvements(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-System Improvements)	PHA Wide		\$499,180.00
	ALDER GROVE (CA005000101)			\$350,000.00
ID0101	Alder Grove(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat)	5-year tree maintenance; replace roofs & floor abatement, Security Improvements		\$350,000.00
	THE MILL (CA005000107)			\$479,458.00

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b> 2		2023		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0134	480 Redwood Ave (80 Units)( Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Interior (1480)-Doors,Non-Dwelling Interior (1480)-Electrical,Non-Dwelling Interior (1480)-Security)	Bldg RWAA - RWAD, U# 511289-511368		\$180,000.00
ID0179	907-923 F Sreet(Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Other)	Bldg FST1,U#522001-522002 Bldg FST2,U#522003-522004 Bldg FST3,U#522005-522007 Bldg FST4,U#522008-522009		\$100,258.00
ID0180	425 W. Silver Eagle Rd.(Dwelling Unit-Site Work (1480)-Water Lines/Mains,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work	10 units Bldg WSE1, U#522696-522699 Bldg WSE2, U#522700-522702 Bldg WSE3, U#522703-522705		\$100,000.00
ID0213	3725 Cypress St. (Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Interior (1480)-Other)	Bldg#CYPA U#511773-511778 Bldg#CYPB U#511779-511794 Bldg#CYPC U#511795-511810		\$99,200.00
	MARINA VISTA (CA005000102)			\$400,000.00
ID0178	Marina Vista(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Non-Dwelling Construction - Mechanical (1480)-	5-year tree maintenance; replace roofs, Plumbing, HVAC, Security Improvements		\$400,000.00



Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2023		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	Cooling Equipment - Systems,Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System,Non-Dwelling Construction - Mechanical (1480)-Other,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Soffits,Non-Dwelling Exterior (1480)-Windows)			
	CENTRAL CITY (CA005000103)			\$250,000.00
ID0204	1725 K Street (Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other.Dwelling	Bldg KSTR U#505125-505204		\$250,000.00
	Subtotal of Estimated Cost			\$4,991,794.00

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b>				
3		2024		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	AUTHORITY-WIDE (NAWASD)			\$2,396,062.00
ID0157	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	PHA Wide		\$499,179.00
ID0158	Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	Architects & Engineers		\$399,344.00
ID0159	Operations(Operations (1406))	PHA Wide		\$998,359.00
ID0160	Management Improvements(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-System Improvements)	PHA Wide		\$499,180.00
	ALDER GROVE (CA005000101)			\$350,000.00
ID0161	Alder Grove(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat)	5-year tree maintenance; replace roofs & floor abatement, Security Improvements		\$350,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2024		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	MARINA VISTA (CA005000102)			\$550,000.00
ID0162	Marina Vista(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System,Non-Dwelling Construction - Mechanical (1480)-Other)	5-year tree maintenance; replace roofs, Plumbing, HVAC, Security Improvements		\$550,000.00
	MEADOW COMMONS (CA005000104)			\$489,029.00
ID0163	6552-6566 24th St.(Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscape,Non-Dwelling Site Work (1480)-Lighting)	B#2452 U#519621-519622 B#2460 U#519625-519626 B#2464 U#519627-519628 Plumbing, windows		\$124,800.00
ID0164	1 Clauss Court(Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg ICC1,U#511430-511432 Bldg ICC2,U#511433-511436 Bldg ICC3,U#511437-511440 Bldg ICC4,U#511441-511444 Bldg ICC5,U#511445-511448 Bldg ICC6,U#511449-511452 Bldg ICC7,U#511453-511456 Bldg ICC8,U#511457-511460 Bldg ICC9,U#511461-511464 Bldg IC10,U#511465-511468 Bldg IC11,U#511469-511472 Bldg IC12,U#511473-511476 Bldg IC13,U#511477-511480 Bldg IC14,U#511481-511484 Bldg IC15,U#511485-511488 Bldg IC16,U#511489-511492 Bldg IC17,U#511493-511496		\$118,768.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2024		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
		Bldg 1C18,U#511497-511500 Bldg 1C19,U#511501-511504 Bldg 1C20,U#511505-511508		
ID0165	89-137 Coral Gables (14 units)(Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Exterior (1480)-Exterior Lighting)	B# 89CG, U# 540138-139; B# 97CG, U# 540140-141; B# 105CG, U# 540142-143; B# 113CG, U# 540144-145; B# 121CG, U# 540146-147; B# 129CG, U# 540148-149; B# 137CG, U# 540150-151		\$165,000.00
ID0215	7280-7294 Mandy (Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Roofs,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing)	Bldg MD01 U#522104 Bldg MD01 U#522115-522119 Bldg MD02 U#522105 Bldg MD02 U#522120 Bldg MD03 U#522106 Bldg MD03 U#522121-522124		\$80,461.00
	OAK PARK (CA005000105)			\$485,000.00
ID0166	100-330 Fairgrounds Dr (24 units)(Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscape)	B# FG01-FG12, U# 522658-522681		\$170,000.00

## Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b> 3		2024		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0167	3543 1st Ave.(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other)	Bldg 1STA,U#511369 Bldg 1STA,U#511371-511384 Bldg 1STB,U#511370 Bldg 1STB,U#511385-511400		\$110,000.00
ID0217	2845 37th Street (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg 37th U#511107-511124		\$85,000.00
ID0218	3649-51 2nd Ave.(Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg 2ND3,U#519773-519777		\$120,000.00
	THE MILL (CA005000107)			\$571,703.00
ID0168	480 Redwood Ave (80 Units)(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Interior (1480)-Doors,Non-Dwelling Interior (1480)-Electrical,Non-Dwelling Interior (1480)-Security)	Bldg RWAA - RWAD, U# 511289-511368		\$180,000.00
ID0169	3725 Cypress St. (Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Interior (1480)-Other)	Bldg#CYPA U#511773-511778 Bldg#CYPB U#511779-511794 Bldg#CYPC U#511795-511810		\$130,000.00

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year 3 2024</b>				
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0170	907-923 F Sreet(Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Other)	Bldg FST1,U#522001-522002 Bldg FST2,U#522003-522004 Bldg FST3,U#522005-522007 Bldg FST4,U#522008-522009		\$81,703.00
ID0171	425 W. Silver Eagle Rd.(Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-	10 units Bldg WSE1, U#522696-522699 Bldg WSE2, U#522700-522702 Bldg WSE3, U#522703-522705		\$100,000.00
ID0172	2528-2538 Connie Dr. (Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Other)	Bldg CON3,U#522682-522685 Bldg CON2,U#522686-522690 Bldg CON1,U#522691-522695		\$80,000.00
	CENTRAL CITY (CA005000103)			\$150,000.00
ID0214	1725 K Street (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-	Bldg KSTR U#505125-505204		\$150,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 3 2024				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking)			
	Subtotal of Estimated Cost			\$4,991,794.00

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b> 4		2025		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	AUTHORITY-WIDE (NAWASD)			\$2,396,062.00
ID0188	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	PHA Wide		\$499,179.00
ID0189	Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	Architects & Engineers		\$399,344.00
ID0190	Operations(Operations (1406))	PHA Wide		\$998,359.00
ID0191	Management Improvements(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-System Improvements)	PHA Wide		\$499,180.00
	ALDER GROVE (CA005000101)			\$350,000.00
ID0192	Alder Grove(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat)	5-year tree maintenance; replace roofs & floor abatement, Security Improvements		\$350,000.00



Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2025		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	MARINA VISTA (CA005000102)			\$550,000.00
ID0193	Marina Vista(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System,Non-Dwelling Construction - Mechanical (1480)-Other)	5-year tree maintenance; replace roofs, Plumbing, HVAC, Security Improvements		\$550,000.00
	MEADOW COMMONS (CA005000104)			\$661,863.00
ID0194	6552-6566 24th St.(Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping,Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscape,Non-Dwelling Site Work (1480)-Lighting)	B#2452 U#519621-519622 B#2460 U#519625-519626 B#2464 U#519627-519628 Plumbing, windows		\$136,413.00
ID0195	1 Clauss Court(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Interior (1480)-Appliances)	Bldg ICC1,U#511430-511432 Bldg ICC2,U#511433-511436 Bldg ICC3,U#511437-511440 Bldg ICC4,U#511441-511444 Bldg ICC5,U#511445-511448 Bldg ICC6,U#511449-511452 Bldg ICC7,U#511453-511456 Bldg ICC8,U#511457-511460 Bldg ICC9,U#511461-511464 Bldg IC10,U#511465-511468 Bldg IC11,U#511469-511472 Bldg IC12,U#511473-511476 Bldg IC13,U#511477-511480 Bldg IC14,U#511481-511484 Bldg IC15,U#511485-511488 Bldg IC16,U#511489-511492 Bldg IC17,U#511493-511496		\$250,000.00

Capital Fund Program - Five-Year Action Plan

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year		2025		
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
		Bldg 1C18,U#511497-511500 Bldg 1C19,U#511501-511504 Bldg 1C20,U#511505-511508		
ID0196	89-137 Coral Gables (14 units)( Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping)	B# 89CG, U# 540138-139; B# 97CG, U# 540140-141; B# 105CG, U# 540142-143; B# 113CG, U# 540144-145; B# 121CG, U# 540146-147; B# 129CG, U# 540148-149; B# 137CG, U# 540150-151		\$165,000.00
ID0200	7280-7294 Mandy ( Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Windows)	Bldg MD01 U#522104 Bldg MD01 U#522115-522119 Bldg MD02 U#522105 Bldg MD02 U#522120 Bldg MD03 U#522106 Bldg MD03 U#522121-522124		\$110,450.00
	THE MILL (CA005000107)			\$458,645.00
ID0197	425 W. Silver Eagle Rd.( Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-	10 units Bldg WSE1, U#522696-522699 Bldg WSE2, U#522700-522702 Bldg WSE3, U#522703-522705		\$100,000.00

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b>				
4	2025			
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	(1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)			
ID0198	480 Redwood Ave (80 Units)(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Interior (1480)-Doors,Non-Dwelling Interior (1480)-Electrical,Non-Dwelling Interior (1480)-Security)	Bldg RWAA - RWAD, U# 511289-511368		\$250,000.00
ID0202	3725 Cypress St. (Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Interior (1480)-Other)	Bldg#CYPA U#511773-511778 Bldg#CYPB U#511779-511794 Bldg#CYPC U#511795-511810		\$108,645.00
	OAK PARK (CA005000105)			\$575,224.00
ID0199	3123 2nd Ave.(Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Exterior (1480)-Exterior Doors)	Bldg 2ND3,U#519773-519777		\$120,200.00
ID0201	100-330 Fairgrounds Dr (24 units)(Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscape)	B# FG01-FG12, U# 522658-522681		\$172,516.00
ID0203	2910-2912 35th Street(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing)	Bldg 35TA,U#519121-519124 Bldg 35TB,U#519125-519128 Bldg 35TC,U#519129-519132 Bldg 35TD,U#519133-519136 Bldg 35TE,U#519137-519140		\$142,508.00



<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year 5 2026</b>				
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	AUTHORITY-WIDE (NAWASD)			\$2,396,062.00
ID0205	Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	PHA Wide		\$499,179.00
ID0206	Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	Architects & Engineers		\$399,344.00
ID0207	Operations(Operations (1406))	PHA Wide		\$998,359.00
ID0208	Management Improvements(Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-System Improvements)	PHA Wide		\$499,180.00
	ALDER GROVE (CA005000101)			\$450,000.00
ID0221	Alder Grove(Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs)	5-year tree maintenance; replace roofs & floor abatement, Security Improvements		\$450,000.00

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b> 5		2026		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
	MARINA VISTA (CA005000102)			\$550,000.00
ID0223	Marina Vista(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Seal Coat,Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System,Non-Dwelling Construction - Mechanical (1480)-Other)	5-year tree maintenance; replace roofs, Plumbing, HVAC, Security Improvements		\$550,000.00
	MEADOW COMMONS (CA005000104)			\$505,508.00
ID0225	89-137 Coral Gables (14 units)(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Exterior (1480)-Exterior Lighting)	B# 89CG, U# 540138-139; B# 97CG, U# 540140-141; B# 105CG, U# 540142-143; B# 113CG, U# 540144-145; B# 121CG, U# 540146-147; B# 129CG, U# 540148-149; B# 137CG, U# 540150-151		\$130,000.00
ID0226	7280-7294 Mandy (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Windows)	Bldg MD01 U#522104 Bldg MD01 U#522115-522119 Bldg MD02 U#522105 Bldg MD02 U#522120 Bldg MD03 U#522106 Bldg MD03 U#522121-522124		\$110,000.00

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b> 5		2026		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0227	6552-6566 24th Street(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Decks and Patios)	Bldg 2452,U#519621-519622 Bldg 2456,U#519623-519624 Bldg 2460,U#519625-519626 Bldg 2464,U#519627-519628		\$155,508.00
ID0235	7269-7281 Meadowgate Dr.(Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other)	Bldg MGD3,U#522101-522102 Bldg MGD4,U#522103 Bldg MGD3,U#522106-522110 Bldg MGD4,U#522111-522114		\$110,000.00
	OAK PARK (CA005000105)			\$643,242.00
ID0228	3649-51 2nd Ave.(Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Interior (1480)-Mechanical)	Bldg 2ND3,U#519773-519777		\$123,174.00
ID0229	2845 37th Street (Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg 37th U#511107-511124		\$85,000.00
ID0230	100-330 Fairgrounds Dr (24 units)(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Other,Non-Dwelling Exterior (1480)-Paint and Caulking,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscape)	B# FG01-FG12, U# 522658-522681		\$120,368.00

Capital Fund Program - Five-Year Action Plan

<b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b>				
<b>Work Statement for Year</b> 5		2026		
<b>Identifier</b>	<b>Development Number/Name</b>	<b>General Description of Major Work Categories</b>	<b>Quantity</b>	<b>Estimated Cost</b>
ID0236	3123 2nd Ave.(Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances)	Bldg 2ND3,U#519773-519777		\$84,200.00
ID0237	3245 3rd Ave(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Tubs and Showers)	Bldg 3RD5,U#519783-519787		\$80,500.00
ID0238	1000 Rio Lane (20 units)(Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Striping,Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Construction - Mechanical (1480)-Heating Equipment - System,Non-Dwelling Construction - Mechanical (1480)-Hot Water Heaters)	Bldg RIOA-RIOF, U# 522812-522831		\$150,000.00
	THE MILL (CA005000107)			\$446,982.00
ID0231	480 Redwood Ave (80 Units)(Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Seal Coat,Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Interior (1480)-Doors,Non-Dwelling Interior (1480)-Electrical,Non-Dwelling Interior (1480)-Security,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking)	Bldg RWAA - RWAD, U# 511289-511368		\$150,751.00
ID0232	3725 Cypress St. (Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling	Bldg#CYPA U#511772-511778 Bldg#CYPA U#511779-511794 Bldg#CYPC U#511795-511810		\$120,000.00



Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 5 2026				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	(1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Non-Dwelling Exterior (1480)-Balconies and Railings,Non-Dwelling Exterior (1480)-Doors,Non-Dwelling Exterior (1480)-Gutters - Downspouts,Non-Dwelling Exterior (1480)-Lighting,Non-Dwelling Exterior (1480)-Paint and Caulking,Non-Dwelling Exterior (1480)-Roofs,Non-Dwelling Exterior (1480)-Siding,Non-Dwelling Exterior (1480)-Soffits,Non-Dwelling Exterior (1480)-Windows)			
ID0233	907-923 F Sreet(Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Other)	Bldg FST1,U#522001-522002 Bldg FST2,U#522003-522004 Bldg FST3,U#522005-522007 Bldg FST4,U#522008-522009		\$76,231.00
ID0234	425 W. Silver Eagle Rd.(Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical)	10 units Bldg WSE1, U#522696-522699 Bldg WSE2, U#522700-522702 Bldg WSE3, U#522703-522705		\$100,000.00
	Subtotal of Estimated Cost			\$4,991,794.00

<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 1	2022
<b>Development Number/Name General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Operations(Operations (1406))	\$998,359.00
Management Improvements(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-System Improvements)	\$499,179.00
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	\$499,180.00
Design & Construction(Contract Administration (1480)-Other Fees and Costs,Contract Administration (1480)-Other)	\$399,344.00
Subtotal of Estimated Cost	\$2,396,062.00

Capital Fund Program - Five-Year Action Plan

<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 2	2023
<b>Development Number/Name General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	\$499,179.00
Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	\$399,344.00
Operations(Operations (1406))	\$998,359.00
Management Improvements(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-System Improvements)	\$499,180.00
Subtotal of Estimated Cost	\$2,396,062.00

<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 3	2024
<b>Development Number/Name General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	\$499,179.00
Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	\$399,344.00
Operations(Operations (1406))	\$998,359.00
Management Improvements(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-System Improvements)	\$499,180.00
Subtotal of Estimated Cost	\$2,396,062.00

<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 4	2025
<b>Development Number/Name General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	\$499,179.00
Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	\$399,344.00
Operations(Operations (1406))	\$998,359.00
Management Improvements(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-System Improvements)	\$499,180.00
Subtotal of Estimated Cost	\$2,396,062.00

<b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>	
<b>Work Statement for Year</b> 5	2026
<b>Development Number/Name General Description of Major Work Categories</b>	<b>Estimated Cost</b>
Housing Authority Wide	
Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)	\$499,179.00
Design & Construction(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)	\$399,344.00
Operations(Operations (1406))	\$998,359.00
Management Improvements(Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-System Improvements)	\$499,180.00
Subtotal of Estimated Cost	\$2,396,062.00

# PROPOSED SIGNIFICANT CHANGES 2023 Public Housing Authority Plan (Administrative Plans)

The Public Housing Authority (PHA) must define any significant changes to its policies or plans. The PHA defines a “substantial” deviation” and “significant amendment/modification” as any change in policy which significantly and substantially alters the Authority’s stated mission and the person the Authority serves. The proposed changes below have been deemed “significant”.

New language is indicated in red. Deleted language is show in ~~strikeout~~.

## ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

### 1. Chapter 7 (page 7-1)

#### Introduction

##### Electronic Signatures

The PHA may use electronic signature in lieu of manual signature for documents and contracts. The PHA may use electronic systems for electronic signatures including but not limited to DocuSign and SHRA Resident Portal. The use is at the option of the parties in the transaction. When using electronic signature, it is under the sole control of the person using it. Electronic signature shall have the same force and effect as a manual signature.

Requests pertaining to information regarding an assisted household (i.e., public records request, subpoena, etc.) will require a release of information form with a wet signature.

##### Explanation of Changes

- Signatures for release forms are needed to ensure that highly confidential personally identifiable information only be released upon such tenant’s signed release of information.

### 2. Chapter 9

#### A – Additional Resident Obligations (Page 9-4)

The resident agrees not to do any of the following in the dwelling/unit without obtaining the PHA’s written permission first:

- Operate a business ~~excluding a day care which required prior PHA notification~~ (unless the business is a family daycare home that serves six (6) or fewer children, in which case the resident agrees to notify the PHA in writing thirty (30) days prior to commencement of the operation of the family daycare home). When the resident wishes to operate a family daycare home which serves (7) or more children, the resident must obtain the PHA’s prior permission. Where the PHA’s permission to operate a business is required, the PHA’s permission may be revocable at any time.

The resident acknowledges and agrees that written permission from the PHA to do any of the above does not diminish or abrogate the resident’s obligation to abide by all provisions of the lease, attachments to the lease or this ACOP.

Explanation of Changes:

- Aligning policy with Federal and California law.

### 3. Chapter 14 – Family Debts to the PHA

#### A - Repayment Agreements for Families (Page 14-1)

The maximum **standard** length of time the PHA will enter into a Repayment Agreement with a family is twelve (12) months unless otherwise specified and approved by the PHA.

#### A – Repayment Agreement for Families – Guidelines for Repayment Agreements (page 14-2)

The monthly payments may be decreased in cases of family hardship, upon request by the family with management’s approval and verification of the hardship. Also, monthly payments may be increased at the family’s request or in the event the family’s income increases. If the family refuses to enter into a Repayment Agreement or fails to make payments on an existing or new Repayment Agreement, the PHA must **may** terminate the family’s program participation HUD does not authorize any PHA-sponsored debt forgiveness programs. **utilizing HUD’s required due process as required by regulation.**

Explanation of Changes:

- The repayment, in combination with the tenant’s rent, cannot exceed 40% of the tenant’s adjusted monthly income. This change allows for a larger balance to be paid without exceeding that threshold.

### 4. Brand New Section – Rent Reporting Program

**Senate Bill No. 1157, Section 1954.06 of the Civil Code.**

**The PH will ensure all residents are informed about the Rent Reporting Program at Move-In and during each Recertification appointment. PHA will develop marketing and enrollment and cancellation forms and will enroll/cancel resident enrollment within a reasonable amount of time upon notification from the resident.**

**For leases entered into on or after July 1, 2021, the offer of rent reporting shall be made available to the residents at the time of signing the lease agreement and at least once annually thereafter. For leases outstanding as of July 1, 2021, the offer of rent reporting shall be made no later than October 1, 2021 and at least once annual thereafter.**

Explanation of Changes:

- Brand new CA law became effective July 1, 2021, and to remain in compliance with Senate Bill 1157, Section 1954.06 of the Civil Code. 5. Brand New Section – Resident-Owned Cameras

### 5. Brand New Section – Resident-Owned Cameras

**Residents are required to follow the PHA policies/procedures regarding owning and operating resident-owned cameras. The resident is required to comply with this policy as a condition of installing such equipment.**

**Prior Permission**



- Residents must obtain prior management approval before installing any resident-owned cameras.
- Management will confirm/approve the placement of the resident-cameras outside the resident's unit.

#### Location

- Cameras cannot directly face the personal space of another resident.

#### Explanation of Changes:

- With the number of personal recording devices, such as doorbell cameras, this section was necessary to manage how those devices are handled. We wanted a policy in place that would potentially allow for the install of the devices, according to guidelines set by PHA management, that would not violate the expectation of privacy with our residents.

# PROPOSED CHANGES

## 2023 Public Housing Authority Plan

### (Housing Choice Voucher Administrative Plans)

The Public Housing Authority (PHA) must define any significant changes to its policies or plans. The PHA defines a “substantial deviation” and “significant amendment/modification” as any change in policy which significantly and substantially alters the Authority’s mission and the persons the Authority serves. The proposed changes below have not been deemed “significant”.

New language is indicated in red. Deleted language is shown as ~~strikeout~~.

#### HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

##### 1. Chapter 4 Funding=Based Preferences

~~2) (30 points) Displaced by government action preference for families who have been terminated from housing as a result of insufficient funding. These families will be added to the HCV Program waiting list even if the waiting list is closed and will be given 30 preference points. Displaced families must submit any changes to their address in writing to ensure they receive notices from the PHA. When funding is available, these families will be selected from the waiting list first. Families will be selected to be re-admitted to the HCV Program based on their original admission date. Families with the earliest admission dates will be the first to be re-admitted. The PHA will verify income eligibility and conduct a criminal background check for all adult household members, but will not re-verify preferences for families who have been displaced due to insufficient funding.~~

(30 points) Displaced family preference,

A family in which each member, or whose sole member, is a person:

(a) displaced by governmental action resulting from the:

- i. prepayment of a mortgage or
- ii. voluntary termination of a mortgage insurance contract or
- iii. termination from housing due to a lack of funding or
- iv. demolition or disposition of a public or Indian housing project, or

(b) a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief (24 CFR §5.403)

**Explanation of Change:** Clarifying definition for displaced family preference per regulations.

##### 2. Chapter 4 Other Preferences

Rent Burden preference

b) ~~Receipts from a motel exceeding 50% of monthly income. Payment may not be made by an outside source. Must have proof of actually having paid rent within the last 30 days.~~

**Explanation of Change:** Individuals and families living in a temporary motel situation meet the homeless preference and are not considered rent burdened so this part of the definition is removed.

- Chapter 4 Foster **Youth to Independence (FYI)** is a program for youth aging out of the foster care program. The waiting list for FYI vouchers is continually open for referrals from Sacramento County Department of Children, Family and Adult Services (DCFAS) Child Protective Services (CPS) as long as there are FYI vouchers available.

**Explanation of Change:** Adding description of new voucher allocation.

- Chapter 5 When determining the voucher size for an applicant family that consists of the head of household and their spouse or partner, and either are pregnant (with no other family members in the household) the unborn child will be considered in the determination of the voucher size.

**Explanation of Change:** Adding clarification for unborn child and voucher size

- Chapter 5 **Foster Children and Temporary Placement of Minor with Non-Parent**

For Applicants: Any foster child or foster adult or any minor(s) who is/are in a temporary placement with a non-parent, who is in the home at the time of initial voucher issuance, and who is determined to be in a long-term placement, will be included when calculating the ~~considered in the determination of~~ subsidy size. For the purpose of determining subsidy size, long-term placement is defined as six or more months.

For Participants: A family may request at any time to have foster children, foster adults or temporary placement of minor with non-parent. The PHA will add such members to the family composition; however, the addition will not be reflected in the subsidy calculation until the foster child(ren), adult(s), or temporary placement of minor with non-parent have been verified as being in the household for six months.

**Explanation of Change:** Adding clarification for minors without foster placement

- Chapter 7 F. INCOME FROM ASSETS

~~Savings account Interest bearing and income generating financial accounts income and dividends account statements, passbooks, and/or certificates of deposit~~

**Explanation of Change:** Adding clarification that all financial accounts that generate income are counted.

- Chapter 7 G. VERIFICATION OF ASSETS

#### **Family Assets**

The PHA will require the information necessary to determine the current cash value of the family's assets (the net amount the family would receive if the assets were converted to cash).

Acceptable verifications may include but are not limited to the following:

- All Financial Account Statements:
  - Checking Account Statements
  - Savings Accounts Statements
  - Cryptocurrency Account Statements
  - Retirement Account Statements
- Property Owned by Family
  - County Assessor Tax Bill
- Life Insurance Policies
  - Current cash surrender value statement

**Explanation of Change:** Adding clarification of types of accounts

8. Chapter 7 **Verification of Social Security Numbers**

When a participant requests to add a new household member who is under the age of six and does not have an assigned SSN, ~~the participant must disclose the assigned SSN and provide the PHA with the documentation described above within 90 calendar days of the child being added to the household.~~; **the participant must disclose that a SSN has not yet been assigned and agree to provide the PHA with appropriate documentation within 90 calendar days of the child being added to the household.**

**Explanation of Change:** Clarifying the language that the participant must notify the number is not yet assigned, not the actual SSN number

9. Chapter 9 **Rent Reasonableness**

**If the proposed gross rent is not reasonable, the PHA will offer the owner the opportunity to accept the maximum approvable rent for the family.**

**Explanation of Change:** The PHA does not negotiate rent but instead notifies the owner of the maximum approvable amount.

10. Chapter 15 **Denial of Additions to the Household for Criminal Activity (24 CFR §982.553)**

The PHA may deny any request to add a person to the household who is on either formal probation or parole. Staff will review each situation on a case-by-case basis **and may deny the request if the person ~~taking into account the mitigating circumstances.~~ has been convicted for any of the following reasons within the last three years:**

1. Drug-related criminal activity (see Criminal Screening Criteria, Chapter 2);
2. Violent criminal activity (see Criminal Screening Criteria, Chapter 2);
3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;

**Explanation of Change:** Adding clarification to this chapter to match other sections

11. Glossary Homeless: ~~as defined in the HEARTH Act:~~

~~Homeless means:~~

~~(1) 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;~~

~~(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;~~

~~(2) An individual or family who will imminently lose their primary nighttime residence, provided that:~~

~~(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;~~

~~(ii) No subsequent residence has been identified; and~~

~~(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;~~

~~(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:~~

~~(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. §5732a), section 637 of the Head Start Act (42 U.S.C. §9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. §14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. §2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. §1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11434a);~~

~~(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;~~

~~(iii) Have experienced persistent instability as measured by two moves or more during the 60 day period immediately preceding the date of applying for homeless assistance; and~~

~~(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or~~

~~(4) Any individual or family who:~~

~~(i) 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;~~

~~(ii) Has no other residence; and~~

~~(iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.~~

#### **a. Individuals and families who are homeless**

The meaning of “homeless” is as such term is defined in section 103(a) of the McKinney- Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

*Homeless* means:

(1) 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;

(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.

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

- (i) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- (ii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
- (iii) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

## **b. Individuals or families who are at-risk of homelessness**

The meaning of “at-risk of homelessness” is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

*At risk of homelessness.*

(1) An individual or family who:

- (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (ii) Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition above; and
- (iii) Meets one of the following conditions:
  - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (B) Is living in the home of another because of economic

hardship;

Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;

- (C) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- (D) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- (E) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- (F) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

(2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42

U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

**c. Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking**

This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same



dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90- day period preceding the date of the request for transfer.

**Domestic violence** includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship),
- b. a person with whom the victim shares a child in common,
- c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Dating violence** means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  1. The length of the relationship;
  2. The type of relationship; and
  3. The frequency of interaction between the persons involved in the relationship.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person’s individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

**Human trafficking** includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as:

*Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (and) *Labor trafficking* means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or

services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**d. Individuals or families who are recently homeless**

*Recently homeless* is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

**Explanation of Change: Updating Homeless definition**

12. **Glossary LONG-TERM PLACEMENT:** Is defined as six or more months in the household

**Explanation of Change:** Adding to glossary definition

13. **Glossary NON-PARENT:** A person who is not the biological mother or father of a child

**Explanation of Change:** Adding to glossary definition



September 7, 2022

Sacramento Housing and Redevelopment Commission  
630 I Street  
Sacramento, CA 95814

Submitted via e-mail to [aalexander@shra.org](mailto:aalexander@shra.org)

**Re: Comments on 2023 Draft Annual Plans for the Housing Authority of the City and County of Sacramento**

Dear Honorable Members in Session:

Legal Services of Northern California provides legal assistance to low-income families throughout Sacramento County. We respectfully submit the following comments in response to the request for public comment issued by the Agency regarding the draft 2023 Housing Choice Voucher (HCV) Administrative Plan (Administrative Plan) and the Draft 2023 Admissions and Continued Occupancy Policy (ACOP).<sup>1</sup>

During the comment period, we met and corresponded with Agency staff to discuss the Draft Administrative Plan and ACOP. As a result of this collaboration, staff answered many of our questions and addressed a variety of our concerns and we understand are still in the process of addressing some of our comments. We continue to appreciate this opportunity as well as the time and hard work Agency staff put into the drafts and into addressing our comments and concerns.

The comments below include changes agreed upon, as well as any remaining issues not yet resolved, that we believe are resolved but await confirmation, and/or that we have agreed to disagree on at this time. We are happy to continue to work with Agency staff as the drafts are finalized in the coming weeks.

### **Administrative Plan**

#### **Chapter 2: Eligibility for Admission**

There was a small typo on page 2-3 where part of a list was left off. SHRA agreed it was an error and will be incorporating that change into the final document.

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<sup>1</sup> Our comments pertain to both the ACOP for the City and the ACOP for the County, but the specific page references are to the ACOP for the County.

### **Chapter 3: Applying for Admission**

On page 3-2, LSNC suggested adding language that SHRA will review administration of the waiting list after a waiting list closes to assess congruence with its Affirmatively Furthering Fair Housing goals. In particular, this analysis will allow SHRA to identify characteristics of those residents who applied and evaluate whether different outreach needs to be done or other changes made if the waitlist does not reflect the community. SHRA was open to this kind of analysis, but language has not been fully vetted or finalized.

### **Chapter 9: Request for Tenancy Approval and Contract Execution and Chapter 11: Owner Rents, Rent Reasonableness and Payment Standards**

On pages 9-4 and 11-5 pertaining to rent limitations and increases, LSNC requested that SHRA add a reference to Civil Code section 1947.12, which limits the amount and frequency of rent increases to applicable rental properties.

Civil Code section 1947.12 includes a narrow exemption for housing that is restricted as affordable housing by deed, government agency agreement, or other recorded document, or that is subject to an agreement that provides housing subsidies for affordable housing. Housing Choice Vouchers help tenants pay for market-rate housing that owners/operators offer to the general public at market-rate rents, not for affordable housing as referenced in the statute. Housing Choice Vouchers also apply to specific tenancies, not to the housing itself. Market-rate tenancies subsidized by Housing Choice Vouchers are therefore not exempt from the statute's protections. California's Attorney General confirmed this interpretation of the law in May 2022 (see attached).

SHRA did not agree to the requested change and its current position is that landlords participating in the HCV program are exempt due to the HAP contract that is entered between the PHA and the landlord.

We look forward to a continuing discussion with SHRA about the law on this matter.

In our experience, HCV landlords are requesting that SHRA approve rent increases well in excess of state law restrictions. We have seen rent increases approved by SHRA as much as 36%, which causes dramatic and unaffordable increases in the participant's tenant portion. Because the rent increase cannot go into effect absent SHRA approval, SHRA plays a critical role in ensuring that the contract rent is lawful. Once SHRA provides its approval of the new rental amount, landlords have not been inclined to revisit the rent increase because SHRA has apparently deemed it lawful in its approval.

### **Chapter 24: Reasonable Accommodation Policy and Procedures**

At Page 24-4, LSNC recommends the following change in red to the paragraph in the first third of the page and reproduced below. We understand that SHRA will not credit letters from doctors that are submitted by participants without also requiring verification directly from the

qualified professional. State and federal fair housing law do not allow SHRA not to credit such letters or to demand more from participants with disabilities needing reasonable accommodation. SHRA did not agree to this change and although the PHA will receive such letters, it will continue to require additional direct verification.

A client may submit the current SHRA Reasonable Accommodation forms or **the client may submit a current letter** ~~a current letter is received~~ from a qualified professional requesting a reasonable accommodation that provides all the relevant information, the letter can be accepted as an option for the standard form.

### **Chapter 27: Language Access Plan**

Many of the Census numbers and citations in this Chapter do not reflect the most recent Census. SHRA agreed to update the numbers and indicated it will engage in a more comprehensive update of the Language Access Plan in 2023.

### **ACOP**

### **Chapter 13: Complaints, Grievances, Appeals**

At Page 13-7, under the second bullet point, the ACOP provides that a family facing termination does not have the ability examine internal case notes or other internal PHA documents.

This is inconsistent with governing federal regulations. 24 CFR § 966.56(b)(1) provides the right to “[t]he opportunity to examine before the grievance hearing *any* PHA documents, including records and regulations, that are directly relevant to the hearing.” [emphasis added].

The regulation does not make exceptions for otherwise relevant documents simply because they are internal case notes or internal PHA documents. Historically, it is our experience that important and relevant information is in SHRA’s internal or “chrono” notes. For example, the notes may reflect that a resident reported some kind of required change or may include the staff member’s observations about an incident that lead to termination. Whenever such notes are relevant to the grievance hearing, they must be available for examination.

### **Chapter 20: Reasonable Accommodation Policies and Procedures**

LSNC submits the same comments for the Reasonable Accommodation Policy and Procedure in the ACOP as outlined above for the Administrative Plan pertaining to requiring direct verification despite receiving a letter from a qualified professional provided by the resident.

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**Chapter 23: Language Access Plan**

LSNC submits the same comments for the Language Access Plan in the ACOP. As in the Administrative Plan, many of the Census numbers and citations in this chapter of the ACOP do not reflect the most recent Census. As noted, SHRA agreed to update the numbers and indicated it will engage in a more comprehensive update of the Language Access Plan in 2023.

Thank you for considering our comments. If you have any further questions or need any additional information, we may be reached at [sropelato@lsnc.net](mailto:sropelato@lsnc.net) and [eokoro@lsnc.net](mailto:eokoro@lsnc.net) or (916) 551-2150.

Sincerely,

*Sarah R. Ropelato*

Ejiro Okoro  
Staff Attorney

Sarah R. Ropelato  
Managing Attorney

# Tenants

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The Attorney General recognizes that many families across the state are still facing difficulty affording rent as the result of layoffs, reduced working hours, and other impacts of COVID-19-related economic shock.

Many tenants have protections from high rent increases and some types of evictions, as discussed below. However, the protections from the eviction moratoriums that were in place because of the pandemic have largely expired. **Beginning April 1, 2022, tenants should make every effort to pay their rent in full in order to avoid eviction.** This is true even if you have applied for government rental assistance for rent you owe for earlier months. **If you know you cannot afford your rent, or if you are being threatened with eviction, you should seek legal advice right away.** To find a legal aid office near where you live, please visit [www.LawHelpCA.org](http://www.LawHelpCA.org).

## Tenant Protections Related to COVID-19:

After April 1, 2022, tenants will have limited protections related to COVID-19, which are described below. Even if you think these protections apply to you, if you receive an eviction lawsuit, don't ignore it! It is very important that you respond to the eviction case immediately. You may seek free legal help from a legal aid office near you ([www.LawHelpCA.org](http://www.LawHelpCA.org)).

- If you owe rent that was due **after March 31, 2022**, your landlord can file an eviction case against you. You should pay this rent immediately if you get a "three-day notice to pay rent or quit." Get help from your local community center or legal aid office ([www.LawHelpCA.org](http://www.LawHelpCA.org)) if you cannot pay.
- If you owe rent that was due **between October 1, 2021 and March 31, 2022**, and if you applied for rental assistance before March 31, 2022, your landlord should not be able to file an eviction case against you until July 1, 2022. Notify your landlord in writing (email, text, or letter) that you have applied for rental assistance.
  - Your landlord can file an eviction case against you if you did not apply for rental assistance by March 31, 2022 or if your application was denied.
- If, for whatever reason, you are involved in an eviction case about rent that accumulated because of COVID-19 financial hardship and you are approved for rental assistance, you have the right to ask the court to pause your eviction case while waiting for the rent to be paid. This can prevent you from being evicted, even if the court has already determined that your landlord won the case.
  - If the government rental assistance does not cover all the rent that you owe, you will need to make up the difference and pay it to your landlord. Once the landlord receives all the rent money that you owe, you have the right to ask the court to dismiss the eviction case so that you can remain in your home.
- If you owe rent that was due **between March 1 and August 31, 2020**, and if you submitted this [declaration](#) to your landlord, your landlord should not be able to evict you

for that unpaid rent. The declaration requires you to confirm that you can't pay your full rent because of COVID-19. If you never sent this [declaration](#) to your landlord, send it now and save a copy.

- If you were unable to pay rent that was due **between September 1, 2020 and September 30, 2021**, your landlord will never be able to evict you for that unpaid rent if you submitted this [declaration](#) to your landlord and you paid at least 25% of your September 2020 to September 2021 rent by September 30, 2021. The declaration requires you to confirm that you can't pay your full rent because of COVID-19. If you did not pay 25% of this rent by September 30, 2021, talk to a legal aid office ([www.LawHelpCA.org](http://www.LawHelpCA.org)) immediately to see if you can still pay this rent to save your home.
- Important information:
  - If your household income is at least \$100,000 and is 130% of your county's median household income, you may have to provide documentation of your COVID-19 related hardship.
  - You still owe your landlord all unpaid rent, and your landlord can take you to small claims court to force you to pay that rent. The court can reduce the debt you might owe if your landlord refused to apply for government rental assistance.
  - Your landlord may still be able to evict you for reasons other than not paying rent. However, your landlord cannot retaliate against you because you needed to apply for rental assistance.
  - Tenants with disabilities are entitled to additional protections. For more information, please visit <https://www.dfeh.ca.gov/housing/>.

Landlords should be aware of the following requirements relating to evictions during the COVID-19 pandemic:

- The Tenant Relief Act and COVID-19 Rental Housing Recovery Act make big changes to the rules for notices to quit and eviction cases. For example, when serving a tenant with a notice for unpaid rent or other charges for certain periods of time, landlords must also give tenants a blank hardship declaration form, which allows the tenant to notify the landlord if he or she cannot afford the rent because of COVID-19. Landlords may wish to get legal advice regarding this declaration and related new tenant notice rules. If a tenant is approved for government rental assistance for COVID-19 related rent debt while an eviction case is pending, the court must pause the eviction case. If the government rental assistance has been paid and the landlord has received the rent debt required by law, the court must dismiss the case and permit the tenant to stay in the home. Therefore, landlords should consider waiting to file an eviction case regarding rent owed prior to March 31, 2022 if they know a tenant has applied for rental assistance.
- A landlord who received a declaration from a tenant that he or she cannot pay rent, including due to COVID-19-related hardship, may be prohibited from taking action to evict that tenant. The exact rules vary according to the particular notice received, timing of the unpaid rent, and other factors, so landlords may wish to seek legal advice.
- Landlords may be required to seek government rental assistance before bringing an eviction case to court based on nonpayment of rent or other charges. Landlords should consider obtaining legal advice to ensure they are following the rules.
- Tenants who cannot pay the full rent due because of COVID have the right to avoid eviction by paying 25% of the rent due between September 1, 2020 and September 30, 2021. Landlords should not try to get around this tenant protection by applying payments to a prior time period.



- Landlords should not try to evict tenants for breaking their lease agreements to get around COVID-related tenant protections. The law requires that a lease violation be "substantial" or "material" in order to evict a tenant. Many technical lease violations are not substantial enough to evict a tenant, and landlords should not attempt to do so.

## **Statewide Rent Caps and Eviction Protections (AB 1482)**

In 2019, California enacted the Tenant Protection Act (AB 1482), which created significant new protections for tenants. Both tenants and landlords should be aware of the requirements of this new law.

### **Limits on Rent Increases**

The Tenant Protection Act caps rent increases for most tenants in California. Landlords cannot raise rent annually more than 5% plus inflation according to the regional Consumer Price Index, for a maximum increase of 10% each year. If a tenant moves out, the landlord is free to charge any rent for the next tenant who moves in.

### **Just Cause**

The Tenant Protection Act also creates new statewide eviction protections for tenants who have been living in their units for at least a year. The law sets out two kinds of evictions: "at fault" evictions and "no fault" evictions.

At fault evictions include:

- Nonpayment of rent
- Breach of a material term of the lease
- Nuisance, waste, or using the unit for unlawful purposes
- Criminal activity on the premises or criminal activity off the premises directed at the owner or agent
- Refusal to allow lawful entry
- Refusal to execute a new lease on similar terms

No fault evictions include:

- Owner move-in
- Substantial rehabilitation or remodel
- Intent to demolish the unit
- Withdrawal of the unit from the rental market
- The owner complying with any of the following:
  - An order issued by a government agency or court relating to habitability that requires the tenant to leave.
  - An order issued by a government agency or court that requires the tenant to leave.
  - A local ordinance that requires the tenant to leave.

Landlords can **only** evict a tenant for one of the reasons listed above. Some of these reasons have their own specific requirements, and landlords should consult with an attorney to make sure they are complying with the law. Lying about the reason for evicting a tenant is illegal.

## What Units Are Covered by the Tenant Protection Act?

The Act applies ALL rental units in the state except:

- Single-family homes, unless they are owned or controlled by a corporation
- Any units covered by a local rent control ordinance that is more protective than the Tenant Protection Act
- Units constructed in the past 15 years (this is a rolling timeline, so tenants will gain protection once their building turns 15)
- Mobile homes
- Duplexes where the owner is living in one of the units at the time the tenant moves into the other unit, but only as long as the owner continues to live there
- Affordable housing subject to a deed restriction, regulatory agreement or other agreement with a governmental agency
- Dorms

The Tenant Protection Act applies to recipients of Section 8 Housing Choice Vouchers. The Act includes protections against rent increases and evictions without cause. It includes a narrow exception (at Civil Code section 1946.2, subdivision (e)(9)) for housing that is restricted as affordable housing by deed, government agency agreement, or other recorded document, or that is subject to an agreement that provides housing subsidies for affordable housing. Section 8 Housing Choice Vouchers help tenants pay for market-rate housing that owners/operators offer to the general public at market-rate rents, not for affordable housing as referenced in the Act. Section 8 Housing Choice Vouchers also apply to specific tenancies, not to the housing itself. Market-rate tenancies subsidized by Section 8 Housing Choice Vouchers are therefore not exempt from the Act's protections.

## Other Landlord Responsibilities:

Landlords and those who act on their behalf, such as property managers and attorneys, are responsible for complying with all state and local laws, including the following important points.

- Landlords are responsible by law for keeping tenants' units safe and habitable. This includes things like safe and working plumbing, heating, electrical equipment, floors, and stairs; effective waterproofing; windows and doors with working locks; and ensuring the property is free from roaches, rats, mice, and other vermin. Even if tenants knew that their unit was not up to these standards when they moved in, it is still the landlord's responsibility to make all units habitable.
- Landlords may not retaliate against tenants for exercising their rights. For example, it is against the law for a landlord to try to evict a tenant who has asked for repairs, and a landlord may not try to take away services or rights that the tenant previously enjoyed, like a storage space or parking.

- It is illegal to try to "evict" a tenant by locking them out, shutting off the water or electricity, or removing their personal property. The only lawful way to evict a tenant is to file a case in court. A "self-help" lockout is a serious offense and can result in major legal consequences, including law enforcement action or a private court case by the tenant.
- Any landlord planning an owner move-in or a relative move-in for their rental unit must act truthfully and in good faith and only proceed in circumstances that comply with all state and local requirements. These requirements often include restrictions on the window of time a landlord has to move in after an eviction and the length of time that the owner intends live in the rental in order to qualify as a valid owner move-in. Similarly, landlords must act truthfully when evicting a tenant to conduct a substantial remodel of a unit. Please also be aware that there may be special protections for protected groups such as senior tenants.
- Landlords should also be aware that price gouging protections in place due to ongoing states of emergency, including protections under city or county price gouging ordinances and as a result of local emergency proclamations, may apply to rental housing, effectively limiting rent increases. Likewise, in addition to statutory statewide rental protections, many cities and counties have enacted additional rental protections, including rent stabilization and just cause eviction ordinances. Landlords should remain aware of the state and local legal requirements applicable to the cities or counties where their rental properties are located.

## Getting Legal Help

If you are a tenant who needs legal help, you should know that many legal aid offices remain open by phone or email. To find a legal aid office near where you live, please visit [www.LawHelpCA.org](http://www.LawHelpCA.org).



September 16, 2022

Ms. Sarah Ropelato  
Legal Services of Northern California (LSNC)  
515 12th Street  
Sacramento, CA 95814

Re: Comments on the 2023 Draft Annual Plans for the Housing Authority of the City and County of Sacramento

Dear Ms. Ropelato,

Thank you for your letter providing feedback during the public comment period for the *2023 Draft Annual Plan* which includes the *Admissions and Continued Occupancy Policies (ACOP)* for the Public Housing Program and the *Administrative Plan (Admin Plan)* for the Housing Choice Voucher (HCV) Program.

Legal Services of Northern California (LSNC) and the Housing Authority of the City and County of Sacramento (Housing Authority) continue to have a positive working relationship to address the needs of low-income families in Sacramento County. During the comment period the Housing Authority and LSNC staff discussed and resolved a majority of LSNC's comments and concerns. Below are the comments provided in the letter dated September 7, 2022, with responses from the Public Housing Agency (PHA). The text in red refers to language inserted/removed.

## LSNC COMMENTS AND PHA RESPONSES

### 2023 HCV ADMINISTRATIVE PLAN COMMENTS

#### 1. LSNC Comment:

##### **Chapter 2: Eligibility for Admission**

There was a small typo on page 2-3 where part of a list was left off. SHRA agreed it was an error and will be incorporating that change into the final document.

#### PHA Response:

The typo has been corrected.

#### 2. LSNC Comment:

##### **Chapter 3: Applying for Admission**

On page 3-2, LSNC suggested adding language that SHRA will review administration of the waiting list after a waiting list closes to assess congruence with its Affirmatively Furthering Fair Housing goals. In particular, this analysis will allow SHRA to identify characteristics of those residents who applied and evaluate whether different outreach needs to be done or other changes made if the waitlist does not reflect the community. SHRA was open to this kind of analysis, but language has not been fully vetted or finalized.

**PHA Response:**

The PHA agrees to this review as an internal policy.

**3. LSNC Comment:**

**Chapter 9: Request for Tenancy Approval and Contract Execution and Chapter 11: Owner Rents, Rent Reasonableness and Payment Standards**

On pages 9-4 and 11-5 pertaining to rent limitations and increases, LSNC requested that SHRA add a reference to Civil Code section 1947.12, which limits the amount and frequency of rent increases to applicable rental properties.

Civil Code section 1947.12 includes a narrow exemption for housing that is restricted as affordable housing by deed, government agency agreement, or other recorded document, or that is subject to an agreement that provides housing subsidies for affordable housing. Housing Choice Vouchers help tenants pay for market-rate housing that owners/operators offer to the general public at market-rate rents, not for affordable housing as referenced in the statute. Housing Choice Vouchers also apply to specific tenancies, not to the housing itself. Market-rate tenancies subsidized by Housing Choice Vouchers are therefore not exempt from the statute's protections. California's Attorney General confirmed this interpretation of the law in May 2022.

SHRA did not agree to the requested change and its current position is that landlords participating in the HCV program are exempt due to the HAP contract that is entered between the PHA and the landlord.

We look forward to a continuing discussion with SHRA about the law on this matter.

In our experience, HCV landlords are requesting that SHRA approve rent increases well in excess of state law restrictions. We have seen rent increases approved by SHRA as much as 36%, which causes dramatic and unaffordable increases in the participant's tenant portion. Because the rent increase cannot go into effect absent SHRA approval, SHRA plays a critical role in ensuring that the contract rent is lawful. Once SHRA provides its approval of the new rental amount, landlords have not been inclined to revisit the rent increase because SHRA has apparently deemed it lawful in its approval.

**PHA Response:**

The PHA has a different interpretation of this law and its applicability to the HCV program. The PHA complies with all state and local laws as well as all federal regulations. Before any rent increase is approved, an analysis is completed to determine that the rent is comparable to other rental units in the vicinity of the same age and amenities. Rent increases are approved only when they meet the rigorous standards outlined in federal regulation.

**4. LSNC Comment:**

**Chapter 24: Reasonable Accommodation Policy and Procedures**

At Page 24-4, LSNC recommends the following change in red to the paragraph in the first third of the page and reproduced below. We understand that SHRA will not credit letters from doctors that are submitted by participants without also requiring verification directly from the qualified professional. State and federal fair housing law do not allow SHRA not to

credit such letters or to demand more from participants with disabilities needing reasonable accommodation. SHRA did not agree to this change and although the PHA will receive such letters, it will continue to require additional direct verification.

A client may submit the current SHRA Reasonable Accommodation forms or **the client may submit a current letter** ~~a current letter is received~~ from a qualified professional requesting a reasonable accommodation that provides all the relevant information, the letter can be accepted as an option for the standard form.

**PHA Response:**

The PHA will accept all documentation submitted by a client for consideration in the Reasonable Accommodation process but will follow policy to verify authenticity of documents.

**5. LSNC Comment:**

**Chapter 27: Language Access Plan**

Many of the Census numbers and citations in this Chapter do not reflect the most recent Census. SHRA agreed to update the numbers and indicated it will engage in a more comprehensive update of the Language Access Plan in 2023.

**PHA Response:**

The PHA will update the information with a full chapter review for the 2024 Plan.

**2023 ACOP COMMENTS**

**1. LSNC Comment:**

**Chapter 13: Complaints, Grievances, Appeals**

At Page 13-7, under the second bullet point, the ACOP provides that a family facing termination does not have the ability examine internal case notes or other internal PHA documents.

This is inconsistent with governing federal regulations. 24 CFR § 966.56(b)(1) provides the right to “[t]he opportunity to examine before the grievance hearing *any* PHA documents, including records and regulations, that are directly relevant to the hearing.” [emphasis added].

The regulation does not make exceptions for otherwise relevant documents simply because they are internal case notes or internal PHA documents. Historically, it is our experience that important and relevant information is in SHRA’s internal or “chrono” notes. For example, the notes may reflect that a resident reported some kind of required change or may include the staff member’s observations about an incident that lead to termination. Whenever such notes are relevant to the grievance hearing, they must be available for examination.

**PHA Response:**

The PHA considers “chrono” notes internal work products and does not agree to change the current policy however we are open to continued discussion on this topic.

**2. LSNC Comment:**

**Chapter 20: Reasonable Accommodation Policies and Procedures**

LSNC submits the same comments for the Reasonable Accommodation Policy and Procedure in the ACOP as outlined above for the Administrative Plan pertaining to requiring direct verification despite receiving a letter from a qualified professional provided by the resident.

**PHA Response:**

The PHA will accept all documentation submitted by a client for consideration in the Reasonable Accommodation process but will follow policy to verify authenticity of documents provided.

**3. LSNC Comment:**

**Chapter 23: Language Access Plan**

LSNC submits the same comments for the Language Access Plan in the ACOP. As in the Administrative Plan, many of the Census numbers and citations in this chapter of the ACOP do not reflect the most recent Census. As noted, SHRA agreed to update the numbers and indicated it will engage in a more comprehensive update of the Language Access Plan in 2023.

**PHA Response:**

The PHA will update the information with a full chapter review for the 2024 Plan.

LSNC's contributions are greatly appreciated. We have made an incredible amount of progress over the years with our HCV *Administrative Plan* and *ACOP*. We look forward to continuing to work with LSNC and thank you for your valuable input.

Sincerely,



Sarah O'Daniel  
Deputy Executive Director  
Sacramento Housing and Redevelopment Agency

## RESOLUTION NO. SHRC 2022-15

ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE, SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.

ON DATE OF

September 21, 2022

RESOLUTION OF THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION APPROVING THE 2023 ANNUAL PUBLIC HOUSING PLAN FOR THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO (HACS) AND THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO (HACOS); SUBMISSION OF THE 2023 PUBLIC HOUSING AGENCY ANNUAL PLAN, ADMISSIONS AND CONTINUED OCCUPANCY POLICY AND ADMINISTRATIVE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

**WHEREAS**, the 2020-2024 Consolidated Plan is a planning document that identifies overall housing and community development needs in the City and County of Sacramento, and outlines a strategy to address those needs; and

**WHEREAS**, the proposed 2023 Public Housing Agency (PHA) Plan is consistent with the 2020-2024 Consolidated Plan, which was approved by the City and County of Sacramento; and

**WHEREAS**, beginning with the 2001 fiscal year budget and associated resolutions, and each subsequent year thereafter in the resolutions approving the budgets for the Housing Authority of the City of Sacramento (Housing Authority), the Sacramento Housing and Redevelopment Agency (SHRA), and its Executive Director, or her designee, is delegated authority by the governing boards of each Housing Authority to conduct a public hearing on behalf of each Housing Authority to discuss the PHA Annual Plan (PHA Plan) and invite public comment on the plan; and



**WHEREAS**, the significant PHA Plan changes were made available to the Resident Committees, the Resident Advisory Board, and the public on July 25, 2022; and

**WHEREAS**, a public hearing, duly noticed for more than a 45-day period, was held on September 7, 2022, to consider the 2023 PHA Plan and Capital Fund Program Five-Year Action Plan (2021-2025) on behalf of each Housing Authority and comments received were considered by the Sacramento Housing and Redevelopment Commission; and

**WHEREAS**, The Capital Fund Program (CFP) Five-Year Action Plan was analyzed in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and all programs included in the Five-Year Action Plan were found to be Exempt under CEQA Guidelines and Categorized Excluded pursuant to NEPA at 24 CFR §58.35(a)(3)(i), §58.35(a)(3)(ii), §58.35(a)(6). The actions proposed in the annual plans are in support of the Five-Year Action Plan and include only minor administrative changes to programs which do not constitute substantial changes with respect to the circumstances under which these programs will be undertaken. As such, the recommended actions are not a project subject to CEQA (Cal. Pub. Resources Code § 21080) and are exempt under NEPA (24 CFR 58.34(a)(3)), and do not require further environmental review.

**BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:**

Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding this action, as stated above, are found to be true and accurate and are hereby approved and adopted.

Section 2. The 2023 Public Housing Agency Annual Plan, consisting of the Admissions and Continued Occupancy Policy and Administrative Plan for the Housing Choice Voucher program for the Housing Authority of the City and County of Sacramento, is hereby approved.

Section 3. The Executive Director or her designee is authorized to make non-substantive changes to the 2023 PHA Plan based on any additional public comments received.

Section 4. The Executive Director or her designee is authorized to make changes to the PHA Plan as directed by the Department of Housing and Urban Development (HUD) or as required to comply with the Quality Housing and Work Responsibility Act of 1998.

Section 5. The PHA certifies that the 2023 PHA Plan is consistent with the Consolidated Plan per 24 CFR §903.5 and §903.15.

Section 6. The Executive Director or her designee is authorized to execute and submit all required documents for the submission and certification of compliance of the 2023 PHA Annual Plan to HUD or to comply with the Quality Housing and Work Responsibility Act of 1998.

**PASSED AND ADOPTED BY THE FOLLOWING VOTE:**

AYES: COMMISSIONERS: \_\_\_\_\_

NOES: COMMISSIONERS: \_\_\_\_\_

ABSENT: COMMISSIONERS: \_\_\_\_\_

ABSTAIN: COMMISSIONERS: \_\_\_\_\_

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
CLERK



September 21, 2022

Sacramento Housing and  
Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

SUBJECT:

39th and Broadway Senior Apartments Project - Approval to Allocate Funds and  
Execute Funding Agreement

SUMMARY

The attached Sacramento Housing and Redevelopment Commission resolution gives the authorization to execute an amended loan commitment letter, authorization to amend the SHRA budget to allocate \$750,000 in Home Investment Partnership (HOME) Funds and \$750,000 Mixed-Income Housing Funds (MIHF) to the 39<sup>th</sup> and Broadway Project; approval to execute a funding agreement with Related California or related entity; and approval of environmental findings.

The attached report is also submitted to you for review prior to final approval at the City of Sacramento.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

## RESOLUTION NO. SHRC 2022-17

ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE, SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.

ON DATE OF

September 21, 2022

**39<sup>th</sup> AND BROADWAY PROJECT (PROJECT): AUTHORIZATION TO EXECUTE AN AMENDED LOAN COMMITMENT LETTER, AUTHORIZATION TO AMEND THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY (SHRA) BUDGET TO ALLOCATE \$750,000 IN HOME INVESTMENT PARTNERSHIP (HOME) FUNDS AND \$750,000 MIXED INCOME HOUSING FUNDS (MIHF) TO THE PROJECT; APPROVAL TO EXECUTE FUNDING AGREEMENT WITH RELATED CALIFORNIA OR RELATED ENTITY (DEVELOPER); APPROVAL OF ENVIRONMENTAL FINDINGS**

**WHEREAS**, the 39<sup>th</sup> and Broadway Senior Apartments (Project) is new construction of a three-story residential building, including 43 units comprised of seven studios and 36 one-bedroom units, a community room, management offices, laundry facilities, community garden, and courtyard patio with a shade structure. The site is comprised of six parcels separated by 39<sup>th</sup> Street La Solidar Way Alley. When completed, this development will be managed in conjunction with the Arbors at Oak Park, an existing/adjacent 56-unit senior development developed and owned by the Related Companies of California, or related entity (Developer); and

**WHEREAS**, In June 2021, the Council and Housing Authority Board approved entering into a Disposition and Development Agreement, an allocation of \$5,490,000 in Home Investment Partnerships Program (HOME) funds for the predevelopment, acquisition, construction, and permanent financing of the Project, and a \$180,000 seller carryback land loan (Seller Carryback Loan) for the Project, and \$630,000 for environmental clean-up activities; and

**WHEREAS**, the recommended actions are consistent with a) Sacramento Housing and Redevelopment Agency's (SHRA) approved Multifamily Lending and Mortgage Revenue Bond Policies, adopted on December 3, 2019; b) the 2021-2029 Housing Element, which encourages the provision of a variety of quality housing types to encourage neighborhood stability, including options for extremely low-income households (Resolution No. 2021-0259); c) the Sacramento Promise Zone Plans and Goals, Sustainably Built Community sub-goal to increase housing types and transit growth to promote livability and connectivity within the Promise Zone (Resolution No. 2015-263); and d) the 2013-2024 Consolidated Plan (Resolution No. 2019-0408), and 2021 Action Plan (Resolution No. 2020-0350); and

**WHEREAS**, the Project has been analyzed in accordance with the California Environmental Quality Act (CEQA) and has been found to be eligible for ministerial approval through SB35 and is therefore not subject to CEQA review. Pursuant to National Environmental Policy Act regulations at 24 CFR §58, an Environmental Assessment was prepared, and it was determined that the project will have no significant impact on the human environment.

**BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:**

Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding this action, as stated above, are found to be true and accurate and are hereby approved and adopted.

Section 2. The Executive Director or her designee is authorized to negotiate, enter into, and execute a loan commitment comprised of \$750,000 in HOME funds and \$750,000 in MIHF of additional funding with the Developer for the Project and to execute other documents, as approved to form by its Office of the General Counsel (Counsel), and perform other actions required for the HOME funds, including without limitation, negotiation, subordination, regulatory agreements, financial restructuring, and extensions, consistent with its adopted policy and with this resolution.

Section 3. SHRA’s budget is hereby amended to incorporate \$750,000 in HOME funds and \$750,000 in MIHF funds for the Project.

Section 4. The Executive Director, or her designee, is authorized to negotiate, enter into, execute and amend from time to time additional funding agreements for funds allocated in this resolution and also previously allocated to the project including but not limited to the Seller Carryback Loan and related documents for the construction and permanent financing of the Project with the Developer and execute other documents, as approved to form by its Counsel, and perform other actions required for the funds, including without limitation, negotiation, subordination, regulatory agreements, financial restructuring, and extensions, consistent with its adopted policy and with this resolution.

**PASSED AND ADOPTED BY THE FOLLOWING VOTE:**

AYES: COMMISSIONERS: \_\_\_\_\_

NOES: COMMISSIONERS: \_\_\_\_\_

ABSENT: COMMISSIONERS: \_\_\_\_\_

ABSTAIN: COMMISSIONERS: \_\_\_\_\_



**REPORT TO COUNCIL**  
**City of Sacramento**  
915 I Street, Sacramento, CA 95814-2671  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Discussion**  
**October 11, 2022**

**Honorable Mayor and Members of the City Council**

**Title: (Contract for Review) 39<sup>th</sup> and Broadway Senior Apartments Project – Approval to Allocate Funds and Execute Funding Agreement**

**Location/Council District:** 3031, 3023, and 3025 39<sup>th</sup> Street, and 3900, 3908, and 3916 Broadway, Council District 5, Schenirer

**Recommendation:** Accept and Publish for review a City Council Resolution authorizing the Sacramento Housing and Redevelopment Agency (SHRA) to a) approve an Amended Conditional Loan Commitment for the purpose of providing construction and permanent funding to the project b) negotiate, enter into, execute and amend from time to time a funding agreement comprised of an additional \$750,000 in HOME Investment Partnership Program (HOME) funds and \$750,000 Mixed-Income Housing Funds for a total of \$1,500,000 with the Related Companies of California for the 39<sup>th</sup> and Broadway Senior Apartment Project (Project); c) amend the SHRA budget; d) negotiate, enter into, execute and amend from time to time funding agreements for funds allocated to the Project including but not limited to the Seller Carryback Loan, d) make related findings; and continue to October 11, 2022, for approval.

**Contact:** Christine Weichert, Director, Development Finance, (916) 440-1353, [cweichert@shra.org](mailto:cweichert@shra.org); Sacramento Housing and Redevelopment Agency

**Presenter:** Christine Weichert, Director, Development Finance, (916) 440-1353, [cweichert@shra.org](mailto:cweichert@shra.org); Sacramento Housing and Redevelopment Agency

**Department:** Sacramento Housing and Redevelopment Agency

### **Description/Analysis**

**Issue Detail:** As the former Redevelopment Agency, SHRA acquired five parcels located at 3031, 3023, and 3025 39<sup>th</sup> Street and 3900 and 3908 Broadway between 1982 and 2001; and on February 1, 2012, the parcels were conveyed to the Housing Authority. On January 17, 2018, SHRA issued a Request for Proposals (RFP) seeking an affordable housing developer to acquire and build affordable housing on the property. On April 10,

2018, the selection panel awarded the property to the Related Companies of California, or related entity (Developer) for the proposed 39<sup>th</sup> and Broadway Senior Apartments, a 43-unit affordable housing development (Project). The development proposal also includes a privately held parcel located at 3916 Broadway.

In June 2021, the Council and Housing Authority Board approved entering into a Disposition and Development Agreement (DDA), an allocation of \$5,490,000 in HOME Investment Partnerships Program (HOME) funds for the predevelopment, acquisition, construction, and permanent financing of the Project, and a \$180,000 seller carryback land loan for the Project.

SHRA currently has a consultant performing remediation of contaminated soil at the site which is attributed to an adjacent parcel used previously as a dry cleaner. The remediation project was also approved by the Council in June of 2021, and is expected to be completed by the Fall of 2022, at an approximate cost of \$630,000.

Since June of 2021, the Developer has completed the following items related to the Project: applied for and was awarded 9 percent tax credits for the Project, completed submittals to the City of Sacramento for entitlements, awarded funds through the California Department of Housing and Community Development to assist with infrastructure costs, and commenced environmental cleanup activities on an adjacent site which is also scheduled to be completed in the Fall of 2022.

Due to overall construction cost and interest rate increases for the development of the Project since the time of the original approval, the Developer applied for, and staff is recommending an allocation of an additional \$750,000 in HOME funds and \$750,000 in Mixed Income Housing Funds for a total of \$1,500,000 to fill the current financing gap.

Development: The 39<sup>th</sup> and Broadway Senior Apartments is new construction of a three-story residential building, including 43 units comprised of seven studios and 36 one-bedroom units, a community room, management offices, laundry facilities, a community garden, and a courtyard patio with a shade structure. The site is comprised of six parcels separated by 39<sup>th</sup> Street La Solidar Way Alley. When completed, this development will be managed in conjunction with the Arbors at Oak Park, an existing/adjacent 56-unit senior development developed and owned by the Developer.

Developer: The Related Companies of California, or related entity, will serve as the Developer. The Developer is a fully integrated real estate firm with a 30-year performance record of delivering mixed-income housing and mixed-use developments across California. The company has completed 16,000 residences and currently has more than 1,750 affordable and 4,000 market rate units in pre-development. The Developer is qualified to undertake this new construction Project given their long and successful history of affordable housing development, including the Arbors at Oak Park.

Property Management: The Project will be managed by the John Stewart Company (JSCo), an experienced property management firm with over 40 years of experience operating affordable apartment communities. There are over 420 properties in California

consisting of more than 31,600 affordable and market rate residential units in their portfolio. The JSCo currently manages 16 SHRA financed affordable housing properties in the Sacramento region, including the Arbors at Oak Park.

Resident Services: Fifteen (15) hours per week of on-site resident services will be provided by Life Matters, Inc. (LMI), a locally founded non-profit organization that serves over six apartment communities of approximately 1,000 affordable residential units in the Sacramento region, including the Arbors at Oak Park and Point Natomas. The resident services staff will include one part-time Resident Services Coordinator. Resident services programs will include, but is not limited to: transportation assistance, educational services, enrichment and social events. LMI provides 20 hours of on-site resident services at the Arbors at Oak Park senior community, and residents from either site will be able to access services at both sites.

Security Plan: SHRA staff has reviewed and approved the security plan which includes: security patrol services, installation of security cameras and recording equipment, and installation of lighting in all common areas.

Project Financing: In addition to the SHRA and Housing Authority financing summarized in the table below, the Project will be financed with nine percent Low Income Housing Tax Credits (LIHTC), conventional loan, deferred developer fee, and fee waivers.

### **SHRA AND HOUSING AUTHORITY FINANCING**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Environmental Remediation (HOME funds allocated 6/2021)	\$ 630,000
<b>Subtotal to SHRA</b>	<b>\$ 630,000</b>
SHRA Predevelopment Loan (HOME funds allocated 6/2021)	\$ 500,000
SHRA Construction and Permanent Loan (HOME funds allocated 6/2021)	\$ 5,620,000
HACS Seller Carryback Land Loan (Housing Authority funds) <sup>1</sup>	\$ 180,000
Newly Allocated HOME Investment Partnerships Program (HOME) funds	\$ 750,000
Newly Allocated Mixed Income Housing Funds (MIHF)	\$ 750,000
<b>Subtotal to Developer</b>	<b>\$ 7,800,000</b>
<b>Total SHRA and HACS Financing for the Project</b>	<b>\$ 8,430,000</b>

<sup>1</sup>HACS Seller Carryback Land Loan is \$180,000 or an amount justified by an updated fair market value appraisal.

Low-Income Set-Aside Requirements: As a condition of receiving LIHTC and the benefits of LIHTC financing, federal law requires that units be set aside for targeted income groups. Income restrictions from LIHTC financing require that 20 percent of the units have rents that are affordable to households with income up to 50 percent of Area Median Income (AMI). SHRA further requires at least 5 percent of the units have rents that are affordable to households with income up to 30 percent AMI, based on financial feasibility.



Project affordability restrictions will be specified in regulatory agreements with the Developer. The affordability requirements are summarized in the following table:

### 39TH AND BROADWAY SENIOR APARTMENTS

AFFORDABILITY RESTRICTIONS (55 YEARS)	UNITS	% OF UNITS
Extremely Low Income (30% AMI)	5	12%
Very-Low Income (45% AMI)	17	39%
Very-Low Income (50% AMI)	8	19%
Low Income (60% AMI)	12	28%
Management Unit (Exempt)	1	2%
<b>Total</b>	<b>43</b>	<b>100%</b>

**Policy Considerations:** The recommended actions are consistent with 1) SHRA's Multifamily Lending and Mortgage Revenue Bond Policies, priority level 2(iv) - New Construction for other affordable housing (Resolution No. 2019-0425 and Housing Authority Resolution No. 2019-022) with the exception that the per unit Agency subsidy is \$196,047/unit; 2) the 2013-2021 Housing Element, a) encourages the development of senior housing, particularly in neighborhoods that are accessible to public transit, commercial services, and health and community facilities (Resolution No. 2013-415); and 3) the Sacramento Promise Zone Plans and Goals, Sustainably Built Community sub-goal is to increase housing types and transit growth to promote livability and connectivity within the Promise Zone (Resolution No. 2015-263). Also, the Project is located in an Opportunity Zone that provides a federal tax incentive for investors, who invest in real estate projects and operating businesses located in designated low-income communities through deferral and partial tax reductions of reinvested capital gains and forgiveness of tax on new capital gains (enacted into federal law through the Tax Cuts and Jobs Act of 2017). The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action.

**Economic Impacts:** This multifamily residential project is expected to create 166.11 total jobs (93.25 direct jobs and 72.86 jobs through indirect and induced activities) and create \$14,570,885 in total economic output (\$8,954,654 of direct output and another \$5,616,231 of output through indirect and induced activities).

*The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.*

**Environmental Considerations:** California Environmental Quality Act (CEQA): The project has been found to be eligible for ministerial approval through SB35 and is therefore not subject to CEQA review. National Environmental Policy Act (NEPA): The project has been reviewed pursuant to NEPA procedures at 24 CFR Part 58, and the project was found to have no significant impact on the environment with mitigation measures incorporated. Other Environmental Considerations: The project site will require remediation for soil and soil vapor impacts, and any mitigation measures determined necessary to remediate the site to residential use standards. Remediation costs associated with the removal of the contaminated soil on the Housing Authority owned parcels will be administered by SHRA staff and paid for by SHRA's HOME funds.

**Sustainability Considerations:** The Project has been reviewed for consistency with the goals, policies, and targets of the 2035 General Plan. If approved, the project will advance the following goals, policies, and targets that will directly or indirectly conserve energy resources and reduce greenhouse gas emissions, in part, from the 2035 General Plan: a) Housing Element – Strategies and Policies for Conserving Energy Resources – Climate Action Plan, subsection 7.2: improving the energy efficiency in new buildings; and b) Environmental Resources - Air Quality and Climate Change sub-section 6.1.7: reduce greenhouse gas emissions from new development, promoting water conservation and recycling, promoting development that is compact, mixed-use, pedestrian friendly, and transit oriented; and promoting energy-efficient building design and site planning.

**Commission Action:** *Sacramento Housing and Redevelopment Commission:* Staff anticipates that the Sacramento Housing and Redevelopment Commission will approve the recommendation of this item at its September 21, 2022 meeting. Staff will alert the City Council if that does not happen.

**Rationale for Recommendation:** The recommended actions are consistent with 1) SHRA's Multifamily Lending and Mortgage Revenue Bond Policies; 2) the 2013-2021 Housing Element; and 3) the Sacramento Promise Zone Plans and Goals. Also, the Project is located in an Opportunity Zone.

**Financial Considerations:** The additional \$1,500,000 HOME and MIHF loan will have a term of 55 years and a simple interest rate of three percent. SHRA will receive an annual payment for monitoring the regulatory restrictions and administration of the Funding Programs in the amount of 0.125 percent of the loan amount. SHRA will also receive a \$100 annual administrative fee for each assisted unit under the funding programs. The total administrative fee will not exceed \$15,000 annually for the affordable units during the regulatory agreement term.

**LBE - M/WBE and Section 3 requirements:** Local Business Enterprise requirements do not apply to this report. Minority and Women's Business Enterprise requirements and Section 3 will be applied to all activities to the greatest extent feasible and as required by federal funding and in accordance with SHRA's Section 3 Economic Opportunity Plan. The Developer and general contractor will work with SHRA's Section 3 Administrator, the Sacramento Employment and Training Agency, the Greater Sacramento Urban League or similar entities, to promote employment opportunities.

Respectfully Submitted by:



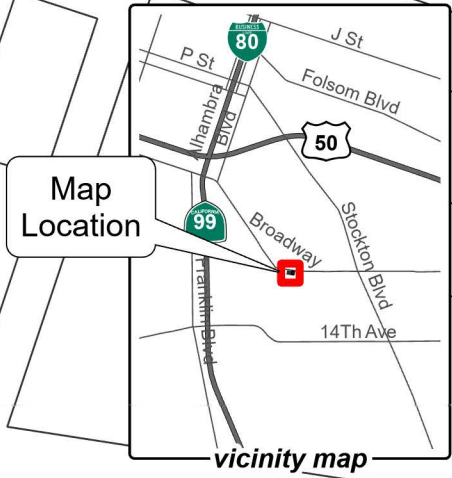
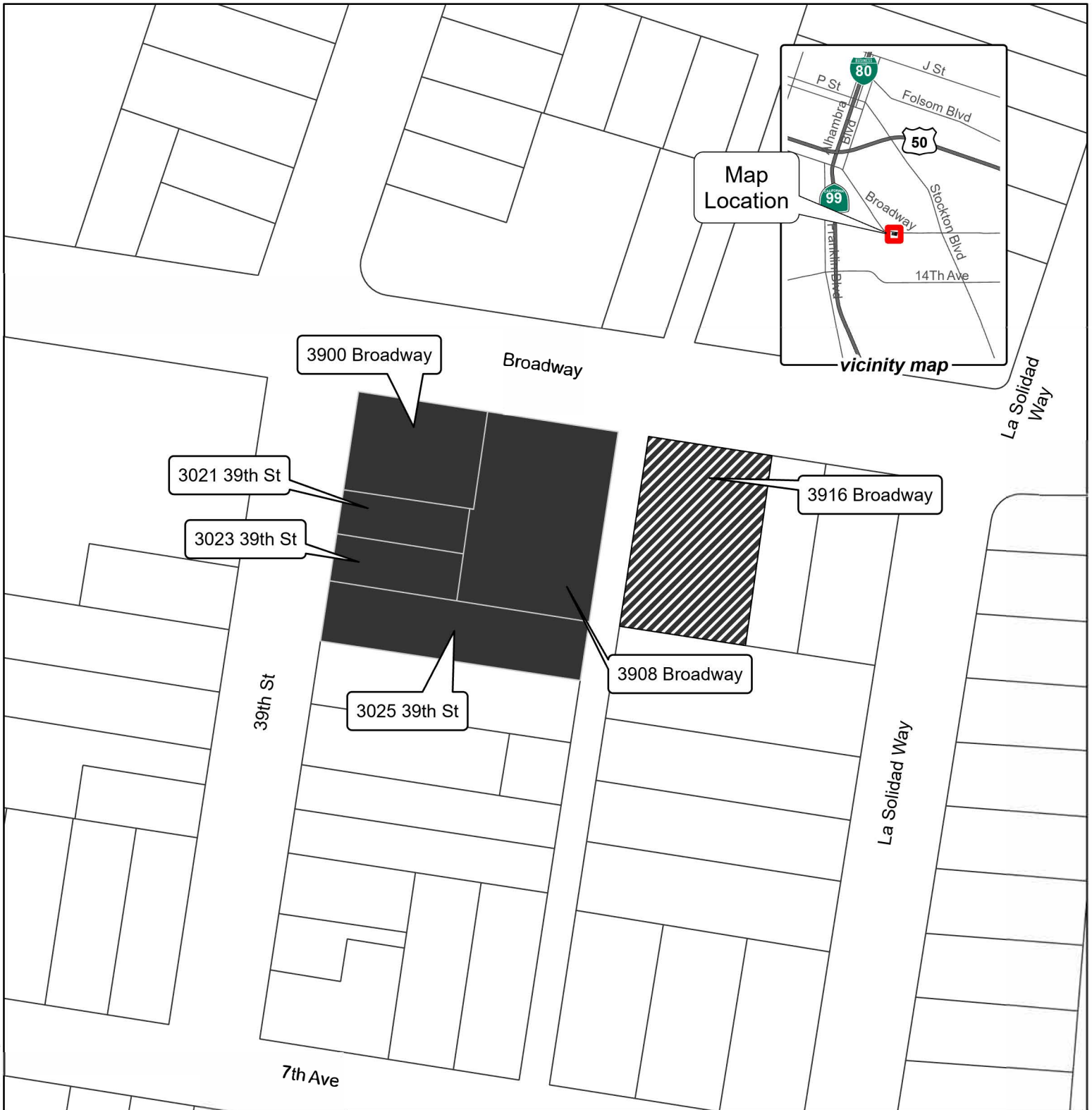
LA SHELLE DOZIER  
Executive Director



**Attachments**

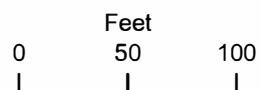
- 1-Description/Analysis
- 2-Vicinity Map
- 3-Project Rendering
- 4-Project Summary
- 5-Site Plan
- 6-City Council Resolution
- 7-Loan Commitment



# 39th and Broadway Senior Apartments



-  Housing Authority Owned Parcels
-  All Nations Church of God in Christ Owned Parcel (16 Parking Spaces)



39<sup>th</sup> and Broadway Senior Apartments  
Project Rendering



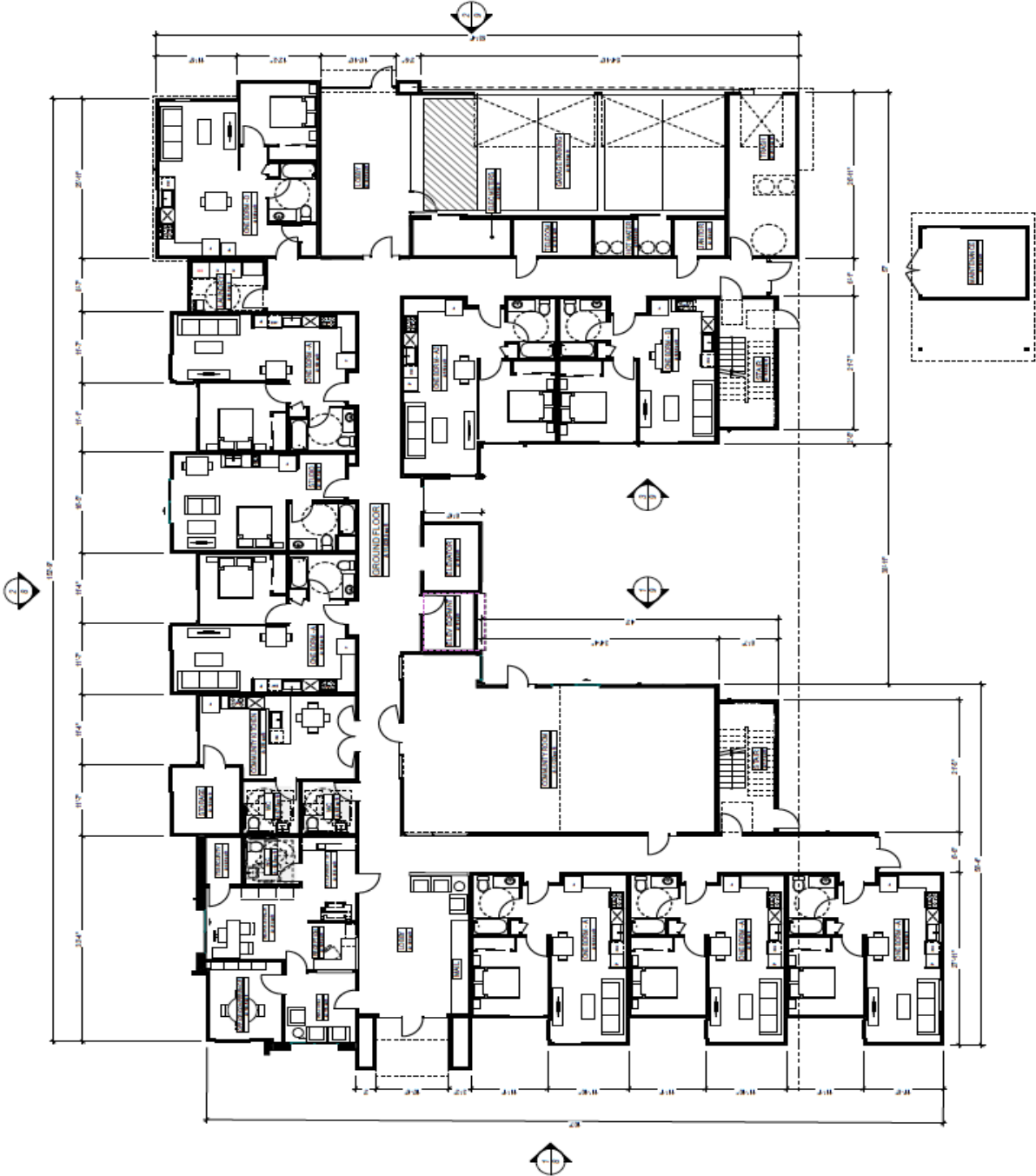
39th and Broadway Senior Apartments  
Residential Project Summary

<b>Address</b>	3031, 3023 and 3025 39th Street, and 3900, 3908 and 3916 Broadway							
<b>Number of Units</b>	<b>43</b>							
<b>Construction Type</b>	New Construction							
<b>Acreage</b>	0.77-acres (33,541.2 Sq Ft)							
<b>Unit Mix</b>	<u>ELI 30% AMI</u>	<u>VLI 40% AMI</u>	<u>VLI 45% AMI</u>	<u>VLI 50% AMI</u>	<u>VLI 55% AMI</u>	<u>LI 60% AMI</u>	<u>Exempt Management</u>	<u>Total</u>
Studio/1 Bath	2	1	2	2	0	0	0	7
1 Bedroom/1 Bath	3	6	11	6	4	5	1	36
<b>TOTAL</b>	<b>5</b>	<b>7</b>	<b>13</b>	<b>8</b>	<b>4</b>	<b>5</b>	<b>1</b>	<b>43</b>
<b>Square Footage</b>	<u>Per Unit</u>	<u>Total Sq Ft</u>						
Studio/1 Bath	400	2,800						
1 Bedroom/1 Bath	560	20,160						
Common Areas		11,497						
<b>TOTAL</b>		<b>34,457</b>						
<b>Resident Facilities</b>	Management offices, resident community space with kitchen, laundry facilities, elevator, community garden, a courtyard patio and shade structure adjacent to the community room and 22 parking spaces.							
<b>Permanent Sources</b>								
	<u>Current Total</u>	<u>Per Unit</u>	<u>Per Sq Ft</u>					
Federal Tax Credit Equity	\$ 17,031,254	\$ 396,076	\$ 494.28					
Permanent Loan	\$ 1,315,000	\$ 30,581	\$ 38.16					
SHRA Remediation <sup>1</sup>	\$ 630,000	\$ 14,651	\$ 18.28					
Predevelopment Loan	\$ 500,000	\$ 11,628	\$ 14.51					
Loan	\$ 7,120,000	\$ 165,581	\$ 206.63					
HACS Seller Carryback Loan	\$ 180,000	\$ 4,186	\$ 5.22					
Deferred Developer Fee	\$ -	\$ -	\$ -					
Fee Waivers	\$ -	\$ -	\$ -					
IIG	\$ 1,927,800	\$ 44,833	\$ 55.95					
<b>TOTAL SOURCES</b>	<b>\$ 28,704,054</b>	<b>\$ 667,536</b>	<b>\$ 833.04</b>					
<b>Permanent Uses</b>								
Acquisition	\$ 280,000	\$ 6,512	\$ 8.13					
Environmental Cleanup <sup>1</sup>	\$ 630,000	\$ 14,651	\$ 18.28					
Construction	\$ 20,000,866	\$ 465,136	\$ 580.46					
Permits and Fees	\$ 820,923	\$ 19,091	\$ 23.82					
Architecture and Engineering	\$ 1,486,377	\$ 34,567	\$ 43.14					
Hard Cost Contingency	\$ 890,795	\$ 20,716	\$ 25.85					
Soft Cost Contingency	\$ 189,318	\$ 4,403	\$ 5.49					
Financing Costs	\$ 1,036,350	\$ 24,101	\$ 30.08					
Operating Reserves	\$ 183,227	\$ 4,261	\$ 5.32					
Legal Fees	\$ 200,000	\$ 4,651	\$ 5.80					
Developer Fee	\$ 2,200,000	\$ 51,163	\$ 63.85					
Insurance, Third Party, Marketing, Other	\$ 786,198	\$ 18,284	\$ 22.82					
<b>TOTAL USES</b>	<b>\$ 28,704,054</b>	<b>\$ 667,536</b>	<b>\$ 833.04</b>					
<b>Leverage</b>	<u>SHRA \$ per Unit</u>	<u>Per Unit Cost</u>	<u>Leverage</u>					
	\$ 196,047	\$ 667,536	\$1.00 : \$3.40					
<b>Management/Operations</b>								
Proposed Developer	The Related Companies of California							
Property Management Company	John Stewart Company							
Operations Budget	\$ 214,821	\$ 4,996						
Property Management	\$ 27,354	\$ 636						
Resident Services	\$ 25,000	\$ 581						
Security Services	\$ 11,188	\$ 260						
Replacement Reserves	\$ 21,500	\$ 500						
Taxes and Insurance	\$ 36,192	\$ 842						

<sup>1</sup>SHRA Remediation: SHRA will complete environmental clean-up prior to conveying the Housing Authority owned parcels to the Developer or related entity.



39<sup>th</sup> and Broadway Senior Apartments  
Site Plan



## **RESOLUTION NO. 2022 -**

**Adopted by the Sacramento City Council**

on date of

**39<sup>th</sup> AND BROADWAY PROJECT (PROJECT): AUTHORIZATION TO AMEND THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY (SHRA) BUDGET TO ALLOCATE \$750,000 IN HOME INVESTMENT PARTNERSHIP (HOME) FUNDS TO THE PROJECT AND \$750,000 IN MIXED INCOME HOUSING FUND (MIHF) TO PROJECT; APPROVAL TO EXECUTE FUNDING AGREEMENT WITH RELATED CALIFORNIA OR RELATED ENTITY (DEVELOPER); APPROVAL OF ENVIRONMENTAL FINDINGS**

### **BACKGROUND**

- A. The 39<sup>th</sup> and Broadway Senior Apartments is new construction of a three-story residential building, including 43 units comprised of seven studios and 36 one-bedroom units, a community room, management offices, laundry facilities, a community garden, and a courtyard patio with a shade structure. The site is comprised of six parcels separated by 39<sup>th</sup> Street La Solidar Way Alley. When completed, this development will be managed in conjunction with the Arbors at Oak Park, an existing/adjacent 56-unit senior development developed and owned by the Developer.
- B. In June 2021, the Council and Housing Authority Board approved entering in to a Disposition and Development Agreement, an allocation of \$5,490,000 in HOME funds for the predevelopment, acquisition, construction, and permanent financing of the Project, and a \$180,000 seller carryback land loan for the Project (Seller Carryback Loan), and \$630,000 for environmental cleanup activities.
- C. The recommended actions are consistent with a) SHRA's approved Multifamily Lending and Mortgage Revenue Bond Policies, adopted on December 3, 2019 b) the 2021-2029 Housing Element, which encourages the provision of a variety of quality housing types to encourage neighborhood stability, including options for extremely low-income households (Resolution No. 2021-0259); c) the Sacramento Promise Zone Plans and Goals, Sustainably Built Community sub-goal to increase housing types and transit growth to promote livability and connectivity within the Promise Zone (Resolution No. 2015-263); and d) the 2013-2024 Consolidated Plan (Resolution No. 2019-0408), and 2021 Action Plan (Resolution No. 2020-0350).
- D. The project has been analyzed in accordance with the California Environmental Quality Act (CEQA) and has been found to be eligible for ministerial approval through SB35 and is therefore not subject to CEQA review. Pursuant to National Environmental Policy Act regulations at 24 CFR §58, an Environmental Assessment was prepared and it was determined that the project will have no significant impact on the human environment.



**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding this action, as stated above, are found to be true and accurate and are hereby approved adopted.
- Section 2. An Amended Conditional Loan Commitment for the purpose of providing additional construction and permanent funding to the project comprised of \$750,000 in HOME Investment Partnership Program (HOME) funds and \$750,000 in Mixed Income Housing Funds (MIHF) with the Related Companies of California for the 39<sup>th</sup> and Broadway Senior Apartment Project (Project) is hereby approved.
- Section 3. SHRA's budget is hereby amended to incorporate \$750,000 in HOME funds for the Project and \$750,000 in MIHF funds for the Project
- Section 4: SHRA is authorized to negotiate, enter into, execute and amend from time to time additional funding agreements for funds allocated in this report and for funds previously allocated to the project including but not limited to the Seller Carryback Loan and related documents for the construction and permanent financing of the Project with the Developer and execute other documents, as approved to form by its Counsel, and perform other actions required for the funds, including without limitation, negotiation, subordination, regulatory agreements, financial restructuring, and extensions, consistent with its adopted policy and with this resolution.

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Exhibit A – Loan Commitment



Effective Date: September 8, 2022

The Related Companies of California, LLC  
 Ann Silverberg, CEO NorCal Affordable  
 44 Montgomery Street, Suite 1300  
 San Francisco, CA 94104

RE: Amended Conditional Loan Commitment for 39<sup>th</sup> and Broadway Senior Apartments

Dear Ms. Silverberg:

On behalf of Sacramento Housing and Redevelopment Agency (SHRA) and the Housing Authority of the City of Sacramento (Housing Authority or HACS) (collectively, Agency), we are pleased to advise you of this Amended Conditional Loan Commitment (Commitment) of acquisition, construction and permanent loan funds (Loan) comprised of funds listed in the chart below for the purpose of financing the acquisition, construction and development of that certain real property known as 39<sup>th</sup> and Broadway Senior Apartments located at 3031, 3023 and 3025 39<sup>th</sup> Street, and 3900, 3908 and 3916 Broadway, Sacramento, California 95817 (Property). Please note, the parcel addressed as 3916 Broadway is excluded from the seller carryback land loan given this parcel is owned by another party.

<b>SHRA AND HOUSING AUTHORITY LOANS</b>	
<b>DESCRIPTION</b>	<b>AMOUNT</b>
SHRA Predevelopment Loan (HOME funds) <sup>1</sup>	\$ 500,000
SHRA Construction and Permanent Loan (HOME funds)	\$ 6,370,000
SHRA Construction and Permanent Loan (Mixed Income Housing Fund)	\$ 750,000
HACS Seller Carryback Land Loan (Housing Authority funds) <sup>2</sup>	\$ 180,000
<b>Total SHRA and HACS Loans to Developer</b>	<b>\$ 7,800,000</b>

<sup>1</sup>The terms of the Predevelopment Loan are incorporated in Section 7 of this Commitment.

<sup>2</sup>HACS Seller Carryback Land Loan is \$180,000 or an amount justified by an updated fair market value appraisal.

**The Agency's decision is based on your application, and all representations and information supplied by you to it. If these representations and information change in a material manner without written approval of the Agency, this Commitment is void.** Agency's obligation to make the Loan is subject to the satisfaction of all the following terms and conditions and Borrower's execution of documentation that is in a form and in substance satisfactory to the Agency.

The Loan shall be made on standard Agency loan documents. Loan terms not in this Commitment and the attached loan document forms shall not be included in the final loan documents without additional environmental review and governing board approval. In the event of any discrepancies

between terms stated in this Commitment and the loan documents, the terms stated in this Commitment shall be deemed to be terms of this Commitment.

Unless otherwise agreed in writing by the Agency in exercise of its absolute discretion, the following shall be considered conditions to Agency approval of a financing commitment. The Agency may, in exercise of its absolute discretion, modify its requirements upon written notice to Borrower given at least sixty (60) days prior to close of escrow for the Property.

This Commitment will expire **December 31, 2023**, or extended upon mutual agreement.

1. PROJECT DESCRIPTION: The 39<sup>th</sup> and Broadway Senior Apartments is new construction of a three-story residential building, including 43 units comprised of seven studios and 36 one-bedroom units, a community room, management offices, laundry facilities, community garden and courtyard patio with a shade structure. The site is comprised of six parcels separated by 39<sup>th</sup> Street La Solidar Way Alley (Alley). To the west of the Alley are the five parcels on a 0.55-acre vacant site, located at 3031, 3023 and 3025 39<sup>th</sup> Street, and 3900 and 3908 Broadway, owned by the Housing Authority. The sixth parcel located to the east of the Alley is a 0.22-acre vacant site, located at 3916 Broadway, owned by All Nations Church in Christ, where 16 vehicle spaces will be built for resident use. When completed, this development will be managed in conjunction with the Arbors at Oak Park, an existing/adjacent 56-unit senior development developed and owned by the Developer. Exterior design elements from the Arbors at Oak Park have been replicated to integrate the two sites.
2. BORROWER: The name of the Borrower for the Loan is The Related Companies of California, LLC, a California limited liability corporation, or related entity.
3. PURPOSE OF LOAN: The Loan is to be used by Borrower solely to pay the costs of acquisition, construction, permanent financing and for such other purposes as Agency expressly agrees to in the loan agreement for the Loan, and such other agreements as may be generally required by the Agency for the use of the funding source for the Loan.
4. PRINCIPAL AMOUNT: The combined principal amount of the Loan will be the following:
  - a. SHRA HOME loan: Six Million Eight Hundred Seventy Thousand Dollars and No Cents (\$6,870,000.00), which is inclusive of the Five Hundred Thousand Dollars and No Cents (\$500,000.00) Predevelopment Loan with terms described in Section 7 of this Commitment, or a lesser amount to be determined prior to close of the Loan based on a project budget approved by Agency; and
  - b. SHRA MIHF loan: Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00), which is inclusive of the Five Hundred Thousand Dollars and No Cents (\$500,000.00) or a lesser amount to be determined prior to close of the Loan based on a project budget approved by Agency; and



- c. Housing Authority seller carryback land loan of \$180,000 (One Hundred Eighty Thousand Dollars and No Cents) or an amount justified by an updated fair market value appraisal.
5. TERM OF LOAN: The Loan shall mature 57 years or 684 months from the date of closing, at which point any and all unpaid principal and interest on the loan will be due and payable.
  6. INTEREST RATE: The Loan will bear simple interest at three percent (3%) per annum. Interest shall be calculated on the basis of a 365-day year and actual number of days elapsed.
  7. PREDEVELOPMENT LOAN  
The following terms and conditions will apply to the Predevelopment Loan:
    - a. Project: 39<sup>th</sup> and Broadway
    - b. Borrower: The Related Companies of California, LLC, a California limited liability corporation, or related entity.
    - c. Predevelopment Loan: The principal amount of the Agency's Predevelopment Loan is comprised of HOME program funds associated 3023, 3025 and 3021 39th Street and 3900 and 3908 Broadway, Sacramento, California 95817 is Five Hundred Thousand Dollars and No Cents (\$500,000.00) with a zero percent interest rate (0.00%).
    - d. The Maturity Date for the Predevelopment Loan shall be the date which is the earlier to occur of: (i) December 31, 2023 or extended upon mutual agreement; or (ii) the close of the \$7,620,000 construction and permanent loan from Lender to Borrower for the Project ("Construction Loan"). Upon Borrower's satisfaction of all conditions precedent to the funding of the Construction Loan for the Property, the Loan Proceeds not yet repaid to Lender pursuant to the Note shall be paid off in full with the loan proceeds from such Construction Loan, and be secured by the security instruments, if any, executed by Borrower in connection therewith and shall be repaid pursuant to the terms of the documents evidencing such Construction Loan. Subject to the funding of the Construction Loan and full repayment of the Loan, the Note will be released. For the avoidance of doubt, the \$7,620,000 Construction Loan is inclusive of the \$500,000 Predevelopment Loan proceeds.
    - e. Subordination: The Predevelopment Loan may be subordinated to any new Agency debt that is recorded against the property.
  8. ANNUAL REPAYMENT: Annual principal and interest payments shall be made according to the structured payment schedule contained in the final Loan Agreement and as calculated to achieve a minimum annual debt service coverage ratio of 1.2:1. Payments shall be applied first to outstanding interest accrued and unpaid and then to principal. All outstanding principal and interest is due and payable on the maturity date.
  9. SOURCE OF LOAN FUNDS: Agency is making the Loan from the following sources of funds, and the Loan is subject to all requirements related to the use of such, whether Agency requirements or otherwise: HOME, Mixed Income Housing Funds, and Housing Authority Funds. This Loan is conditioned upon Borrower's acceptance of Agency's requirements



and conditions related to such lending programs and funding sources, including among others, the required forms of agreements for the Loan; the requirements for covenants, conditions and restrictions upon the Property; and insurance and indemnity requirements.

10. **Borrower acknowledges that, as a condition of the Agency's making of the Loan, the Property will be subject to restrictions on future sales and rentals which may result in less income to Borrower than could otherwise be realized, and that such restrictions run with the land, and during their operational term, will bind all successors in interest.**

\_\_\_\_\_ **(Borrower Initial)**

11. ACCELERATION: Agency shall have the right to accelerate repayment of the Loan in the event of a default under any Loan Document or upon sale, transfer or alienation of the Property except as specifically provided for in the Loan documents.
12. SECURITY: The Loan shall be evidenced by promissory note(s) secured by a deed of trust with assignment of rents against the fee and/or leasehold interest in the Property and Improvements, which shall be a lien upon the Property and Improvements subject only to liens senior to the Agency's lien securing loans from a conventional lender or other lender and such other items as the Agency may approve in writing. The Loan shall also be secured by security agreements. The Agency may subordinate said deeds of trust in order to accommodate completion of the development of the Property. The Agency will not subordinate the regulatory agreement(s) to said deeds of trust in order to preserve the affordable housing covenants.
13. LEASE AND RENTAL SCHEDULE: All leases of the Property and Improvements shall be subject to Agency's review and approval prior to execution. Borrower shall not deviate from the rental schedule presented in Borrower's application for the Loan without Agency's prior written approval; provided, however, that such approval shall not be required for annual adjustments to rental rates as permitted by the California Tax Credit Allocation Committee.
14. PROOF OF EQUITY: Borrower shall provide proof of equity for the Property and Improvements in the approximate amount of no less than \$13,600,000 in Low Income Housing Tax Credit Equity and no less than \$350,000 in deferred developer fee. If LIHTC equity goes below \$13,600,000 the equity must be offset by an increase in deferred developer fee or other non-Agency funding source.
15. OTHER FINANCING: Borrower, as a requirement of the Loan, shall procure and deliver to Agency evidence satisfactory to Agency that Borrower has obtained the following described financing which may be secured by a lien upon the Property and Improvements superior or subordinate to Agency's liens, and which shall be otherwise on terms and conditions acceptable to Agency:



- a. As a condition precedent to disbursement of the remainder of the Agency loan, construction financing from a private lender(s) in an amount(s) sufficient to complete construction of the Property according to a scope of work as approved by Agency and made for a term not less than that specified in the Schedule of Performances for completion of construction, and in any event not less than the time necessary to fulfill all conditions precedent to funding of the permanent financing.
  - b. Commitments for permanent financing sufficient to “take out” all liens senior to the Agency’s lien.
  - c. Such commitments for financing shall not require modification of Agency loan documents, or any term of this commitment letter.
  - d. Such commitments shall not be based upon sources and uses of Project funds that are different from those approved by Agency for the project or be subject to conditions which require amendment of the DDA, OPA or other agreements.
16. EVIDENCE OF FUNDS: Prior to the first disbursement of the Loan, Borrower must demonstrate evidence of adequate and assured funding to complete the development of the Project in accordance with the Agency's requirements. Borrower's evidence of available funds must include only one or more of the following: a) Tax Credit equity; b) firm and binding commitments for the Project from financial institution(s) or from other lender(s) approved by Agency in its absolute discretion; and c) Agency’s contribution, provided, however, that Agency is not obligated by this letter to make any contribution not stated in the terms of the letter.
17. SOILS AND TOXIC REPORTS: Borrower has submitted to the Agency a hazardous substances report made in accordance with the American Society for Testing and Materials "Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process" (Designation E1527-13) prepared by a licensed or registered environmental engineer or other qualified party prior to Loan closing. Borrower must, as a condition of disbursement of Loan funds, provide assurances satisfactory to the Agency that hazardous materials are not present on the Property or that any hazardous materials on the Property will be remediated and that no further remediation is then required by the environmental agency having responsibility for monitoring such remediation.
18. LOAN IN BALANCE: Borrower will be required to maintain the Loan "in balance". The Loan is "in balance" whenever the amount of the undisbursed Loan funds, the remaining sums to be provided by the Borrower and the loan funds from other project lenders or the equity investor are sufficient, in the sole judgement of the Agency, to pay for the remainder of the work to be done on the project as required by written agreement with the Agency. Should the Agency determine that the Loan is not "in balance", the Agency may declare the Loan to be in default.
19. PLANS AND SPECIFICATION: Final plans and specifications, if any, for the project must be in accord with the proposal approved as part of the Loan application. Final plans and specifications will be subject to Agency's final approval prior to the disbursal of Agency Loan funds. Borrower must obtain Agency's prior written consent to any change in the approved plans and specifications or any material deviation in construction of the



project. The final plans shall incorporate all related mitigation measures, environmental conditions required, if any, for compliance with approvals under CEQA, and/or NEPA, or the U.S. Department of Housing and Urban Development as conditions of approval of the project.

20. ARCHITECTURAL AGREEMENT: The architectural agreement (Agreement), if any, for the preparation of the plans and specifications and other services shall be subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Agreement as security for the Loan.
21. CONSTRUCTION CONTRACT: The construction contract (Contract), if any, and any change orders issued thereunder, and the contractor (Contractor) to be retained by Borrower to construct the Improvements shall be subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Contract as security for the Loan. Agency may require Contractor to provide a performance and payment bond in a form acceptable to Agency for the amount of the Contract.
22. ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS: The Loan will require that to the greatest extent feasible, opportunities for training and employment be given to lower income residents in and around the area of the project. Borrower will instruct its Contractor and its subcontractors to utilize lower income project area residents as employees to the greatest extent feasible.
23. RETENTION AMOUNT: The Agency shall retain ten percent (10.0%) of the total amount of the Loan as retention and shall be released when the Agency determines all conditions to final disbursement of the Loan have been satisfied.
24. COST BREAKDOWN: Borrower shall deliver to Agency for Agency's approval prior to commencement of work a detailed cost breakdown of the cost of constructing, financing and other costs of developing the Improvements, which breakdown conforms to the project plans and specification and the budget approved with this Commitment. Borrower shall also deliver a list of all contractors and subcontractors to be employed in connection with the construction of the Improvements. If required by the Agency, Borrower shall also submit copies of all bids received for each item of work to be performed as well as copies of executed contracts and subcontracts with acceptable bidders.

All contracts, subcontracts, contractors, and subcontractors shall be subject to Agency's approval prior to close of the Loan. Agency also reserves the right to require performance and material payment bonds on any or all contractors, or in lieu of bond a letter of credit acceptable to Agency.

Agency shall make disbursements of the Loan based on a cost breakdown that lists line items in cost categories. Agency shall require that Borrower provide documentation supporting all requests for disbursement of Loan funds, including proof of work done and actual expenditure. Agency shall conduct inspections of the Property to assure that the work was done before making a disbursement.





25. START OF CONSTRUCTION: Borrower shall commence construction at the earliest possible date subject to the conditions of this Agency and other involved lenders, but no later than sixty (60) days following the close of construction financing.
26. COMPLETION OF CONSTRUCTION: Borrower shall complete the construction of the Improvements no later than twenty-four (24) months following the close of construction financing.
27. SECURITY CAMERAS AND OUTSIDE LIGHTING: Project shall include installation of a security camera system at vehicular driveways and additional exterior lighting, and security patrols, all as approved by the Agency.
28. INSURANCE PROVIDER: Each policy of insurance required under the Loan shall be obtained from a provider licensed to do business in California and having a current Best's Insurance Guide rating of A VII, which rating has been substantially the same or increasing for the last five (5) years, or such other equivalent rating, as may reasonably be approved by Lender's legal counsel.
29. PROPERTY INSURANCE: Borrower shall procure and maintain property insurance and during construction Builder's Risk completed value insurance in a form and substance approved by Agency. Coverage shall be for protection against loss of, or damage to the Improvements or materials for their construction to their full insurable value. Borrower shall also procure and maintain insurance against specific hazards affecting Agency's security for the Loan as may be required by Agency, governmental regulations, or any permanent lender. All such policies shall contain a standard mortgagee loss payable clause in favor of Agency. The insurance required shall be written with a deductible of not more than \$25,000.00.
30. COMMERCIAL GENERAL LIABILITY AND OTHER INSURANCE:  
Borrower shall carry insurance as set forth below effective prior to the disbursement of the Loan, and such insurance shall be maintained in full force and effect at all times and work is performed in connection with the project. Such insurance coverage must list the Agency as an additional insured, and must be approved in writing by Agency prior to the disbursement of the Loan.
  - a. Commercial general liability insurance, in Insurance Services Office (ISO) policy form CG 00 01 or equivalent, with limits of liability not less than: \$1,000,000 per occurrence, and \$5,000,000 general aggregate, all per location of the project, such coverage to include contractual liability to include bodily injury, property damage and personal injury;
  - b. Personal injury insurance with the employment exclusion deleted, unless the Agency gives prior written approval for the employment exclusion to remain in the policy;
  - c. Commercial automobile liability insurance for any vehicle used for or in connection with the project, in an amount not less than \$1,000,000 and approved in writing by Agency; and





- d. Workers' compensation and all other insurance required under applicable law, in the amount required by applicable law or by Agency, whichever amount is greater.
31. TITLE INSURANCE: Borrower must procure and deliver to Agency an ALTA Lender's Policy of Title Insurance, together with such endorsements as Agency may require, including but not limited to ALTA endorsement nos. 9.6 and 9.7 (or CLTA endorsement nos. 100 and 116) and ALTA endorsement no. 25 (or CLTA endorsement no. 116) insuring Agency in an amount equal to the principal amount of the Loan and covenants, conditions or restrictions of the Loan, that Agency's Deed of Trust constitutes a third lien or charge upon the Property and Improvements subject only to such items as shall have been approved by Agency. There must be no exceptions permitted for mechanics liens. Title insurance for the Loan must be issued by a title insurer approved by Agency.
32. ORGANIZATIONAL AGREEMENTS: Borrower must submit to Agency certified copies of all of Borrower's organizational documents, including all amendments, modifications or terminations: if a corporation, Borrower's Articles of Incorporation and By-Laws; if a partnership, its Partnership Agreement and, as applicable, Certificate of Limited Partnership or Statement of Partnership; if a Limited Liability Company, its Articles of Organization and its Operating Agreement; and in all cases with all exhibits and amendments to such documents, fictitious business name statements, other related filings or recorded documents and such related documents as Agency may request. If it is a corporation, Borrower must submit a corporate borrowing resolution referencing this Loan. If Borrower is other than a corporation, Borrower must submit such proof of authority to enter this Loan as may be required under the organizational documents.
33. PURCHASE OF PROPERTY: Borrower shall provide Agency with copies of all documents relating to Borrower's purchase of the Property.
34. FINANCIAL INFORMATION: During the term of the Loan, Borrower shall deliver to Agency within 120 days of the end of each fiscal year an audited income and expense statement, a balance sheet, and a statement of all changes in financial position signed by authorized officers of Borrower. Prior to close of the Loan and during its term, Borrower must deliver to Agency such additional financial information as may be requested by Agency. Agency reserves the right to review and approve financial statements and other credit information and references prior to closing. During the term of the Loan, Borrower must deliver to Agency a monthly rent-roll including household composition information and operating statements with respect to the Property and Improvements, as Agency may request.
35. MANAGEMENT AGREEMENT: Prior to execution, Borrower must submit to Agency any agreement providing for the management or operation of the Property or Improvements by a third party which agreement is subject to Agency Approval.
36. AFFIRMATIVE FAIR MARKETING: Borrower agrees to follow the Agency's Affirmative Marketing Policies that require outreach to groups least likely to apply for the



housing based on local demographic information, providing sufficient marketing time prior to lease Up (as defined in the Affirmative Marketing Policies), and lotteries or other method for initial Lease Up and initial waiting list creation, as agreed upon by the Agency and Borrower prior to the start of Lease Up.

37. RESIDENT SERVICES AGREEMENT: Prior to execution, Borrower must submit to Agency any agreement providing for the resident services by a third party which agreement is subject to Agency Approval. The agreement must include on-site resident services according to the following minimum schedule of fifteen (15) hours per week:
- a. Coordinator: Four (4) hours per week (maximum)
  - b. Senior Programming: Balance of minimum eleven (11) hours per week shall include, but are not limited to:
    - i. Education classes such as nutrition, exercise, health resources, health insurance application assistance and annual onsite health fair.
    - ii. Socialization activities such as bingo, gardening and community building events.
    - iii. Other services such as transportation assistance and counseling assistance.
38. LOW INCOME HOUSING TAX CREDITS (LIHTC): Borrower represents that as a condition of closing this Loan it is applying for an allocation of LIHTC's and agrees to perform all actions and to meet all requirements to maintain the LIHTC allocation if granted.
39. SMOKE-FREE ENVIRONMENT: 100% of the buildings and units must be smoke free (including all forms of smoking that create secondhand smoke that impacts the health of nonsmokers). In addition, all indoor common areas must be smoke-free. Clearly-marked designated smoking areas must be provided.
40. DOCUMENTATION: This letter is not intended to describe all of the requirements, terms, conditions and documents for the Loan, which shall also include customary provisions and documents for an Agency transaction of this type. All documents to be delivered to or approved by Agency must be satisfactory to Agency in all respects. Borrower must promptly deliver to Agency any further documentation that may be required by Agency.
41. CONSISTENCY OF DOCUMENTS: As a material obligation under this Commitment, Borrower shall assure that the loan documents for the Project are consistent with lender's commitment approved by the Agency and comply, in all respects, with this Commitment.
42. CHANGES OR AMENDMENTS: No documents or contracts which are to be delivered to Agency or are subject to Agency's review or approval shall be modified or terminated without the prior written approval of Agency.
43. ACCEPTANCE OF THIS COMMITMENT: Borrower's acceptance of this Commitment shall be evidenced by signing and delivering to Agency the enclosed copy of this letter. Until receipt of such acceptance by Agency, Agency shall have no obligation under this letter. Agency may withdraw this Commitment at any time prior to Borrower's acceptance.



**Signatures appear on the following page.**



Sincerely,

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La Shelle Dozier, Executive Director

The undersigned acknowledges and accepts the terms and conditions of the Commitment and Scope of Development and Rental Property Minimum Construction Standards (Exhibit 1), and has executed this Commitment as of the Effective Date.

**BORROWER:**

The Related Companies of California, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Ann Silverberg, Vice President

**Attachment:**

Exhibit 1 - Scope of Development and Rental Property Minimum Construction Standards



## Exhibit 1 - Scope of Development

### 39<sup>th</sup> and Broadway Senior Apartments

#### **PROJECT DESCRIPTION:**

This 39<sup>th</sup> and Broadway Senior Apartments (Project) is new construction of a three-story affordable senior residential building, including 43 residential units, a community room, management offices, and laundry facilities. The residential units are a mix of seven (7) studios and thirty-seven (36) one-bedroom units. The site is comprised of two properties that are separated by an alley. To the west of the alley is a 0.55-acre site owned by SHRA. The site to the east of the alley is owned by All Nations Church in Christ and is 0.22 acres. The SHRA site consists of two parcels, one of which is zoned C-1-PD and other zoned R-1. The east parcel is zoned C-1-PD. The building will be constructed on the north side of the west parcel within the C-1 zoned area, with the exception of three (3) stacked one-bedroom units to be built on the R-1 portion of the site.

A small maintenance building will also be located within the R-1 zone to service the main building and shield the outdoor space from the parking and alley traffic. Four tuck-under parking spaces and two additional parking spaces are provided on the west parcel adjacent to the alley and 16 spaces will be constructed on the east parcel, which is consistent with zoning. When completed, this development will be managed in conjunction with the Arbors Senior Apartments, an existing/adjacent 56-unit senior development developed and owned by the team responsible for the Project. Exterior design elements from the Arbors - massing, articulation and materials - have been replicated to integrate the two sites. Gross building square footage is approximately 35,511 and unit square footage is approximately 22,833.

Landscape improvements include a community garden, a courtyard patio and shade structure adjacent to the community room, stormwater detention areas, and street trees and other planting adjacent to the public right of way along 39<sup>th</sup> and Broadway. A tiered planting plan including a colorful pallet of flowering shrubs, grasses and trees will be used to screen the parking at the east parcel adjacent to Broadway. The landscaping plan satisfies the City's open space requirements and the planting plan at the east parcel meets the City's shading requirements for the proposed parking.

#### **I. MITIGATION MEASURES:**

Borrower/Owner will adhere to the Mitigation Measures required and detailed in the following reports by Nichols Consulting Engineering:

1. Remedial Work Plan (i.e., soil vapor remediation),
2. Operations and Maintenance Plan, and
3. Mitigation, Monitoring and Reporting Plan.



## II. BUILDING EXTERIORS:

- 1. Asphalt Pavements:** 22 parking spaces are proposed, representing a parking ratio of 0.51 per unit. ADA required spaces will be provided. With the exception of four (4) tuck-under spaces.
- 2. Open Space:** The project exceeds the city's requirements for open space. The current plan includes 6,100 SF of open space. The requirement by code is 4,400 SF.
- 3. Site Lighting:** The site will include Title 24 compliant wall packs, pole lights and other luminaires for all parking and outside public spaces, and will be of LED or similarly energy efficient type.
- 4. Non-Smoking:** The Project is 100% non-smoking.
- 5. Landscaping and Courtyard:** Landscaping will be designed with drought tolerant plants and trees. Trees will be planted in the parking lot to meet City shading requirements. Landscaped areas will be serviced by a programmable irrigation system. A courtyard is proposed at the center of the U-shaped building and will function as an extension of the community room. The courtyard will be programmed during the design development phase. We would expect there to be BBQ areas and seating areas. We are proposing a small community garden, but this will be more fully explored once we develop the plan for stormwater retention.
- 6. Mailboxes:** New mailboxes will be installed in at the building entrance.
- 7. Site Fencing:** A 6'-0" high wood fence along any property line that abuts an existing single family residence and a metal picket fence to enclose the parking lot.
- 8. Stormwater:** The development will comply with storm water requirements.
- 9. Roof:** The building will have a flat roof and parapets in order to provide a platform for solar hot water panels, potential PV panels, and mechanical equipment. We will use a cool roof to passively counteract the warm conditions of Sacramento County.
- 10. Siding:** The building exterior will be a combination of stucco and cementitious siding material.
- 11. Offsite Improvements:** The Borrower will comply with City requirements for the offsite improvements as reflected in the building permit issued for the project and the stamped plan set.
- 12. Stairs:** To be interior (2-hour rated enclosure) wood-framed stairs with slip resistant surfacing.



### III. BUILDING INTERIORS:

1. **Americans with Disabilities Act (ADA) Units:** A minimum of 10% of the units will be accessible with mobility features, and 4% of the units will include communications features for persons with hearing or vision impairment to comply with TCAC's requirements. All other units will conform the requirements of the California Building Code, Chapter 11A for Adaptable units.
2. **Non-Smoking:** The Project will have 100% non-smoking units.
3. **Smoke Detectors:** All units, offices and interior common areas will have a smoke/carbon monoxide detector installed in accordance with current code requirements.
4. **Appliances:** All apartment kitchens will have brand new Energy Star rated appliances including, refrigerator with freezer combination (Energy Star Rated), electric stove and range, dishwasher (Energy Star Rated) and a garbage disposal.
5. **Bathtubs and Toilets:** The project will be bid with standard tub/shower enclosures and an add/alternate to install roll-in showers at the wood-framed units and at the ground floor units. We will make a determination once the bids have been collected about whether to integrate roll-in showers. Restrooms will have water efficient toilet and fixtures, and bath accessories. Tub surrounds will be one unbroken piece per wall.
6. **Doors (Interior and Exterior):** All interior and exterior doors will have matching hardware finishes. All exterior doors will have deadbolt locks, keyed latch assemblies, and viewers. Dwelling entry door hardware shall have single action hardware to release deadbolt and latch assembly. All doors will meet current egress standards.
7. **Cabinets, Microwave Shelves, Counters and Sinks:** Plywood cabinets, shelving for microwaves and outlet for microwave (with the exception of ADA units), solid surface or granite countertops and stainless steel sinks will be installed in the kitchen. Bathrooms will have the same cabinets and countertops as the kitchen and the porcelain sinks will be installed.
8. **Ceilings and Walls:** Low or no VOC paint will be used in building interiors.
9. **Windows:** All apartments will have energy efficient vinyl dual pane windows. Windows designed to open will have screens. All windows will meet current egress standards.
10. **Blinds:** Vertical blinds will be provided in all apartment windows.
11. **Electrical and Lighting:** All apartments will have high efficiency LED lighting, ceiling fans (Energy Star Rated), exhaust fans vented to the exterior and bathroom humidistat fans.



12. **Flooring:** Apartment interiors will have vinyl plank (LVP) at least 12 mils flooring throughout, except in bathrooms where they will have vinyl sheet flooring.
13. **Plumbing Fixtures:** All apartments will have new water efficient plumbing fixtures.
14. **HVAC & Plumbing Systems:** Each apartment will have its own split system air conditioning and forced air heat, or similar, with its own thermostat. A gas-fired central boiler augmented by solar thermal panels will provide hot water for the development. Bathroom exhaust fans will be humidistat controlled.
15. **Low Voltage Wiring:** All units will be wired for access to cable, satellite and internet service.

#### IV. COMMUNITY AMENITIES:

1. **Management Office and Lobby:** The furnished management office and lobby will have energy efficient lighting and HVAC systems. Flooring will be a commercial grade carpet.
2. **Ceilings and Walls:** Low or no VOC paint will be used in all building interiors.
3. **Community Restrooms:** Two community restroom will be provided either within the community room or in an adjacent location and will be ADA compliant, with low-flow bathroom fixtures. Wainscotting and the flooring material will be tile.
4. **Community Room located on the 1<sup>st</sup> Floor:** To meet SHRA's requirements for 1,200 SF of community space, we have converted the 1bdrm unit adjacent to the offices to community space. All common area spaces will be ADA compliant. Kitchen equipment integrated into the space will be energy star rated and will include a refrigerator, stove, microwave, dishwasher and a garbage disposal. The countertops will be granite or solid surface. Flooring material will be vinyl plank (LVP) minimum of 20 mils thick.
5. **Elevator:** One hydraulic elevator will be installed.
6. **Laundry Facility:** Each of the three floors will have a laundry room containing two washers and two dryers (total of three laundry sets). The laundry rooms will be sized to provide the proper clearances for ADA and will include an ADA compliant washer and dryer per floor. Flooring will be a vinyl sheet to provide a cleanable, impervious surface.
7. **Signage:** A comprehensive signage package will be implemented throughout the development including all common area signage, unit ID, wayfinding, code, fire, life and safety signage.
8. **Trash Collection:** The plan includes a primary trash collection area with trash chutes provided for upper floors located in the southeast portion of the site and accessible at the alley by the trash collector.
9. **Recycle:** The project will comply with any requirements for recycling.





- 10. Bicycle parking:** The project will comply with the City’s requirements for bike parking.
- 11. Security Cameras:** A web-based security camera system will be included to monitor the primary ingress/egress points to and from the site, as well as parking lots and indoor and outdoor common areas where people will be congregating.
- 12. Community Garden:** An approximately 350 SF community garden is proposed. The size of the community garden may be impacted by the storm water management requirements.

**Attachment 1: Lender’s Minimum Construction Standards follows and is incorporated in this Scope of Development.**



## Attachment 1: Lender's Minimum Construction Standards

This attachment is from Exhibit 2 from the Lender's Multifamily Lending and Mortgage Revenue Bond Policies.

### RENTAL PROPERTY MINIMUM CONSTRUCTION STANDARDS

The following is a list of the required minimum construction standards that must be incorporated into projects participating in SHRA's Multifamily Financing and/or Mortgage Revenue Bond programs. All rental units and sites associated with these projects must meet or exceed these standards. Exceptions to these standards may be made for properties subject to U.S. Department of Housing and Urban Development replacement reserve requirements that allow for renovation over time rather than at recapitalization (e.g., Rental Assistance Demonstration conversions for conventional public housing).

**Note:** For rehabilitation projects, all of the following standards shall apply. The non-rehabilitation sections below shall apply to new construction projects.

#### **Useful Life Expectancy – Rehabilitation only**

SHRA shall reference the current edition of FannieMae's "Instructions for Performing a Multifamily Property Condition Assessment, Appendix F. Estimated Useful Life Tables" in determining the useful life for all building components and systems located within the project. A remaining useful life of 15 years or more is required for all building components and systems located within the approved complex. All items on the FannieMae tables with useful lives indicated to be less than 15 years shall be replaced.

#### **General Requirements**

- A. All materials funded under this loan must be new unless previously approved. Recycled items must be approved in writing by SHRA prior to their use.
- B. All work shall comply with Federal and State ADA accessibility requirements, as well as any other requirements stipulated by the funding source(s). When there are differences the stricter of the two shall apply. The developer is responsible for notifying their architect and/or engineer of all funding sources used on the project. The architect and/or engineer must indicate these funding requirements in the project's plans/scope.
- C. All units shall be approved for occupancy by the local Building Department or any other Agency Having Jurisdiction (AHJ) at the conclusion of the work and prior to occupancy.
- D. Web-based security cameras and the equipment to record events are required for primary ingress/egress points to and from the site and for the principal parking and indoor and outdoor common areas where people will be congregating.
- E. Site lighting is required for all parking and outside public spaces, and shall be of LED or similarly energy efficient type. The lenses on the exterior lights shall be cleaned with all oxidation removed or replaced. Light poles shall be new or painted, and shall be structurally sound and stable.
- F. The developer's architect is responsible for providing an Operating Procedure Outline Sheet (OPOS) for window washing systems where applicable, per Cal-OSHA requirements.
- G. SHRA encourages the use of energy and water-efficient systems wherever they may be incorporated into the project.

#### **General Requirements – Rehabilitation only**

- A. Any component of the project which does or may present a health or safety hazard to the public or tenants shall be corrected to the satisfaction of the local Building Department or AHJ.



- B. A clear pest inspection report will be required at the conclusion of the construction work for rehabilitation projects.
- C. For all structures where disturbance of any hazardous materials (e.g. lead, asbestos, mold, etc.) will occur, a clearance report from an environmental consultant is required.
- D. Projects deemed historically significant landmark by either the City of Sacramento or the National Register of Historic Places shall consult with the State Historic Preservation Officer (SHPO), and shall conform to the Secretary of the Interior Standards for the Treatment of Historic Properties.

**Site Work**

- A. Trees and large shrubs must be trimmed, grass areas must be mowed, and all planter areas must be weed-free. The landscape design shall incorporate a sustainable design appropriate for the Sacramento Valley. Vegetation that assists in minimizing crime and enhances public safety is preferred. Trees compromising building envelope materials (roofing, siding, windows, etc.) and/or structural integrity (including foundations) must be removed. An arborist shall be consulted for an opinion on trees prior to major branch trimming, root cutting or tree removal. All trees, bushes and other plants that are to be removed shall have the root ball removed by grinding or by mechanical means. A landscape plan describing the above must be provided to SHRA for approval.
- B. All landscaped areas must be served by a programmable automated irrigation system. The irrigation controller shall be a “Smart Controller” that senses rain to reduce water use. Irrigation shall be designed to use bubblers and other water saving measures. Irrigation must not spray on building. Sprinklers should minimize overspray that runs to storm drain drop inlets. Areas that show evidence of erosion of soil shall be landscaped to eliminate problems. The landscape plan must be approved by SHRA and applied.
- C. For gated communities containing swinging vehicle gates, driveways shall be striped to show the area under the gate swings for safety purposes.
- D. All projects shall contain trash enclosures with concrete aprons. Trash enclosures shall be made of cinder block or stucco. Trash enclosures shall be accessible to all tenants. Provisions for tenants with disabilities must be addressed in the project Scope of Development or the project plans.
- E. All projects shall meet the parking requirements of the local Agency Having Jurisdiction (AHJ) over the project. "Grandfathered Projects" will need to show that they are in fact “Grandfathered” or otherwise exempted by the local AHJ. Otherwise, all projects shall meet the governing ADA requirements for parking.
- F. A two percent (2%) slope shall be maintained for a distance of five feet from all structures and no standing water shall remain on the site. Provide an on- site drainage system if necessary.
- G. Stairways in common areas must include closed risers and non-slip concrete finish or other slip-resistant material on the treads.
- H. Exterior mounted electrical, mechanical, and plumbing systems must be protected from vandalism.
- I. For family projects of 50 or more units, a minimum of one school age-appropriate play structure is required. For family projects of 100 or more units, a minimum of one school age and one toddler-appropriate play structure is required.

**Site Work – Rehabilitation only**

- A. All landscaping and irrigation systems must be in a well-maintained condition.
- B. All fencing must be in good and serviceable condition. Existing fencing that is to remain shall be free of flaking paint, rust, or any other signs of failure. If existing fencing shows any signs of failure, it shall be repaired, painted and restored to look new. All chain link fencing must be removed and replaced with fencing of another



approved material. All pedestrian gates hardware must be functional and in new or near-new condition. Access Control systems are required at exterior pedestrian gates.

- C. All driveways and sidewalks must be in good condition. All cracked or uplifted areas (more than 1/4") shall be repaired or replaced.
- D. The asphalt shall be in good condition, with no alligator cracking, longitudinal cracking, potholes, or standing water. Repairs to portions of parking lots not suitable for new coatings shall be performed by removing and replacing damaged paving. A new seal-coat or slurry-coat shall then be applied to the entire parking lot surface. Parking spaces shall be restriped, including ADA aisles and other applicable striping/painting.
- E. All site accessories (bollards, benches, tables, play equipment, bike racks, mailboxes, shade structures, BBQs, sheds, etc.) shall be replaced or in good repair (cleaned, painted and/or re-coated).

### **Building Envelope and Moisture Protection – Rehabilitation only**

- A. All areas exposed to moisture must be sealed and watertight. Buildings showing evidence of water intrusion shall have the areas inspected by a licensed architect/engineer or by a certified water intrusion expert. A water intrusion report shall be submitted to SHRA, and shall include the cause of the issue and a resolution to eradicate the water intrusion. If the inspection cannot be completed until the demolition phase of the project, the report shall describe a procedure to inspect the issue during demolition.
- B. Roofing must have 15 years or more of remaining life with no visible signs of leakage. For roofs containing composition shingles, a maximum of two layers of shingles are allowed (including any proposed new layers). Provide evidence that the roof system has a 15-year life remaining on the manufacturer's warranty.
- C. All siding must have 15 years or more of remaining life. Hairline cracks in stucco must be sealed and painted with elastomeric paint. If requested by SHRA, a statement by a licensed architect and/or engineer that the existing siding contains at least 15 years of useful life remaining shall be provided.
- D. Fireplaces must be clean and meet applicable air quality standards. Chimneys shall be clean and must be inspected by a certified chimney inspector for structural integrity. All recommended structural repairs shall be performed.

### **Doors and Windows**

- A. All dwelling/tenant units must have screens on all windows that are designed to open. Windows designed to open must have functional locks and must operate freely without excessive effort. All windows must be dual-paned (minimum), and shall meet or exceed the State of California's currently applicable efficiency standards, and any other efficiency standards that may be dictated by the funding source or other governing bodies for the project.
- B. All doors must have matching hardware finishes.
- C. All exterior doors must have deadbolt locks, keyed latch assemblies, viewers, and screws in strike plates long enough to penetrate the door jamb framing by at least one inch. The dwelling entry door hardware shall have single action hardware to release deadbolt and latch assembly.
- D. All sliding exterior doors shall have screen doors and shall have functional locks and must operate freely without excessive effort.
- E. All doors and windows must meet current egress standards.

### **Doors and Windows – Rehabilitation only**

- A. Any windows showing signs of condensation or leakage of any kind shall be replaced. SHRA allows window replacement using retrofit windows when those windows are installed by trained professionals following



manufacturer's specifications. Retrofit windows must have a similar useful life as "new, construction" (i.e., nail fin) windows.

- B. All doors and doorjamb must be in good condition. No damaged or worn doorjamb or doors are allowed. Doors and/or jamb beyond their useful life shall be replaced.

### **Casework**

- A. New cabinet boxes shall be made of plywood or solid wood. No particle board boxes will be allowed.
- B. All counter tops shall be of solid surface or granite, and in very good condition with no significant scratches, burns or other imperfections.
- C. Face frames, doors and drawer faces shall be solid hardwood. No plastic laminate finishes will be allowed.

### **Casework – Rehabilitation only**

- A. All cabinets shall be replaced or in very good condition, within their 15 year useful life, both structurally and in appearance.

### **Finishes**

- A. All dwelling unit kitchens shall contain luxury vinyl plank (LVP) flooring. Bathrooms must be floored with LVP, sheet vinyl or ceramic tile to provide a cleanable, impervious surface. Bedrooms, hallways, and living and dining rooms may be floored with carpeting, LVP or hardwood. Wear layer of LVP shall be at least 12 mils inside dwelling units. Tenant unit entries shall be floored with LVP or ceramic tile.
- B. In common areas, corridors may be floored with LVP, glue-down carpeting, or carpet tiles. Community rooms and kitchens shall be floored with LVP. Wear layer of LVP in common/commercial areas shall be a minimum of 20 mils thick.
- C. Carpet shall meet or exceed the minimum standards as set by HUD's UM-44D bulletin.

### **Finishes – Rehabilitation only**

- A. Floor coverings must be in good, useable condition - no holes, tears, rips, or stains.
- B. All exterior and interior surfaces must be painted. No peeling, cracking, chipping, or otherwise failing paint will be allowed. All painted surfaces must be new, or in near new condition and appearance.
- C. Acoustic (popcorn) ceiling texture must be removed and refinished with new texture to match wall texture.

### **Equipment**

- A. Dishwashers, refrigerator/freezer, oven, stoves and garbage disposals are required in all dwelling unit kitchens. All appliances must be new or in very good operating condition. All appliances must be Energy Star rated, as applicable. Appliances slated for ADA units shall be per code requirements.
- B. SRO projects are encouraged to provide the appliances listed above and will be reviewed and approved on a case-by-case basis.
- C. All kitchens must have adequate cabinet and counter space. Installation of shelving for microwaves is required if over-the-range microwaves are not used, with the exception of ADA units.



### **Furnishings**

- A. Dwelling units must have window coverings on all windows.

### **Special Construction**

- A. Non-habitable structures on property must be painted to match primary buildings and must be structurally sound.
- B. Laundry facilities must, at a minimum, be consistent with CTCAC requirements of one washer and dryer for every ten dwelling units for family housing and one for every 15 units for senior and special needs projects. Ten percent of the total number of washer/dryers must be ADA-accessible machines (unless the ADA units contain their own laundry facilities). Solid surface countertops will be required within laundry rooms and countertops shall meet all ADA requirements.
- C. Public pool areas shall have self-closing gate(s). Fences and gates at pool areas shall meet applicable current codes and standards. Joints between coping and concrete deck shall be appropriately caulked. Existing pools shall have no cracks in plaster or tile grout joints. The Developer is responsible for ensuring pool and surroundings meet all applicable current codes and standards. If a project contains two or more pools, at least one must remain following rehabilitation.

### **Mechanical/Plumbing**

- A. Water heaters must be installed per current applicable codes.
- B. All common areas and tenant units must have heating and air conditioning. Wall mount (i.e. PTAC units) or central systems are acceptable. Evaporative coolers are not acceptable. HVAC units should be protected from vandalism, pursuant to discretion of SHRA.
- C. Toilets, showerheads, faucets, and mixing valves shall be new and meet current water conservation codes.
- D. Tub surrounds must be one unbroken piece per wall and must be of solid surfaces (such as “Swanstone” or other solid acrylic materials, quartz composites), or other similar materials. Fiberglass/acrylic surrounds are acceptable.

### **Mechanical/Plumbing – Rehabilitation only**

- A. All toilets, sinks, and tubs shall be chip and stain free.

### **Electrical**

- A. All units must have smoke/carbon monoxide detectors installed per current code.
- B. Wiring from telephone/data/cable suppliers shall be installed within walls, attic spaces, and/or crawl spaces. No conduits are allowed to be mounted on the exterior of the buildings in new construction.
- C. Broadband infrastructure meeting the requirements of 24 CFR 5.100\* is required in all new construction projects of 4 or more units.

*\*Broadband infrastructure means cables, fiber optics, wiring, or other permanent (integral to the structure) infrastructure, including wireless infrastructure, that is capable of providing access to Internet connections in individual housing units, and that meets the definition of “advanced telecommunications capability” determined by the Federal Communications Commission under section 706 of the Telecommunications Act of 1996 (47 U.S.C. 1302).*



### **Electrical – Rehabilitation only**

- A. All electrical panels shall meet current code.
- B. Any rehabilitation projects with un-grounded electrical systems shall be re-wired with grounded systems to meet current code.
- C. For rehabilitation projects, switches, outlets and light fixtures shall be replaced with devices that meet current applicable codes.
- D. Wiring mounted on the exterior of the surface may be allowed if it is concealed in conduit and conduit is painted to match exterior siding. For projects where exterior siding will be removed, this wiring shall be installed within walls, attic spaces, and/or crawl spaces.

### **Resident Services Community Space**

All properties, regardless of project type (i.e. senior, family, or large family), must devote a minimum of 1,200 s.f. to actual resident services/community space. Resident services space includes common kitchens, computer rooms, meeting rooms and general gathering space. It does not include public restrooms, leasing offices, laundry facilities and lobbies. Common kitchens are required, including refrigerator, stove, garbage disposal, and dishwasher.

For existing buildings, these requirements shall apply unless SHRA deems there to be significant physical constraints.

### **End of Scope of Development.**

